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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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NEW SOUTH WALES

INDUSTRIAL GAZETTE

Printed by the authority of the Industrial Registrar

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[†]These Presidential members are also Judicial members of the Industrial Relations Commission of New South Wales in Court Session, established as a superior court of record pursuant to section 152 of the *Industrial Relations Act 1996*.

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ACTING DEPUTY INDUSTRIAL REGISTRAR

Ms M. ANASTASI

(010)

SERIAL C6318**ANIMAL FOOD MAKERS, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1641 of 2007)

Before Commissioner McLeay

19 November 2007

REVIEWED AWARD

1. Insert a colon ":" after the word "plant" appearing in paragraph (12) of subclause (4) of clause 2, Definitions, of the award published 1 June 2001 (325 I.G. 112), to read as follows:

"plant:"
2. Delete the inverted commas "" after the word "disregarded."" appearing in subclause (c) of clause 7, Junior Rates.
3. Delete the word "Association" appearing in subclause (b) of clause 9, Special Rates and also in paragraph (ii) of subclause (c) of the said clause 9, and insert in lieu thereof the following:

"Union"
4. Delete in the "NOTE:" paragraph the inverted commas "" after the word "Adjustments."" in subclause (i) of clause 9, Special Rates.
5. Insert a "(s)" after the word "employee" appearing at the end of subclause (j) of clause 13, Hours - Shiftwork, to read as follows:

"employee(s)"
6. Insert the word "of" after the word "one-fifth" appearing in paragraph (iii) of subclause (k) of the said clause 13.
7. Insert an apostrophe "'" after the words "at least three hours" appearing in subclause (b) of clause 14, Overtime, to read as follows:

"at least three hours'"
8. Delete the words "Provided that each such holiday shall be of the 24 hours" appearing in the second paragraph of paragraph (iv) of subclause (a) of clause 17, Public Holidays, and insert in lieu thereof the following:

"Provided that each such holiday shall be of 24 hours"
9. Delete the words "the first day or shift of his absence" appearing in paragraph (i) of subclause (a) of clause 20, Sick Leave, and insert in lieu thereof the following:

"the first day or shift of his/her absence"
10. Insert an apostrophe "'" in the word "employers" appearing in paragraph (d) of subclause (3) of clause 21, Personal/Carer's Leave, to read as follows:

"employer's"

11. Delete the words "hours worked by the employee on one ordinary day's work" appearing in subclause (vii) of clause 23, Bereavement Leave, and insert in lieu thereof the following:

"hours worked by the employee in one ordinary day's work"
12. Delete the word "union's " appearing in the first paragraph of clause 34, Copy of Award, etc., and insert in lieu thereof the word "Union's".
13. Delete the word "fore" appearing in section (ii) of subparagraph (1) of paragraph (a) of subclause (iv) of clause 36, Redundancy, and insert in lieu thereof the word "for".
14. Insert an apostrophe "'" after the word "3 months" appearing in subparagraph (1) of paragraph (b) of subclause (iv) of the said clause 36, to read as follows:

"3 months'"
15. Delete the word "issue" appearing in subclause (v) of clause 38, Workplace Consultation and insert in lieu thereof the word "issues"
16. Delete the word "authorised" appearing in paragraph (e) of subclause (v) of clause 41, Superannuation, and insert in lieu thereof the word "authorise".
17. Delete subclauses (d) and (e) of clause 42, Area, Incidence and Duration, and insert in lieu thereof the following:
 - (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 19 November 2007.
 - (e) This award remains in force until varied or rescinded, the period for which it was made already having expired.
18. Delete the words "Starch and condiment Makers, &c. (State)" under the heading "INDUSTRIES AND CALLINGS" appearing after the said clause 42, and insert in lieu thereof the following:

"Starch and Condiment Makers, &c. (State)"

J. McLEAY, Commissioner

CATHOLIC SCHOOLS LONG SERVICE LEAVE PORTABILITY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1764 of 2007)

Before Commissioner Tabbaa

15 January 2008

REVIEWED AWARD

1. Delete Part B of clause 2, Arrangement of the award published 13 May 2005 (350 I.G. 1140), and insert in lieu thereof the following:

PART B

Annexure A - Parties to the Award
Annexure B - One Year Qualifying Period
Annexure C - Five Year Qualifying Period
Annexure D - Agreement and Application to Transfer Long Service Leave
Annexure E - Employee Information Sheet

2. Insert in clause 4, Date of Operation the following new paragraph:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 15 January 2008.

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

3. Delete subparagraph 7.2.1.3 of paragraph 7.2.1 of subclause 7.2 of clause 7, Long Service Leave Portability.
4. Delete paragraph 8.1.1 of subclause 8.1 of clause 8, Administrative Arrangements and insert in lieu thereof the following:
 - 8.1.1 Prescribed form as set out in Annexure D;
5. Delete paragraph 8.1.2 of subclause 8.1 of the said clause 8, and insert in lieu thereof the following:
 - 8.1.2 Information Sheet as set out in Annexure E;
6. Delete subclause 8.3 of the said clause 8, and insert in lieu thereof the following:
 - 8.3 The employee shall make an application in accordance with this Award in the prescribed for as specified in Annexure D, and submit it to the new employer within 14 days of commencing duties as an employee with the new employer.

7. Delete the table appearing in Annexure A - Parties to the Award of Part B, and insert in lieu thereof the following:

The Catholic Diocesan System Authority of:	
The Diocese of Armidale	The Diocese of Parramatta
The Diocese of Bathurst	The Archdiocese of Sydney
The Diocese of Broken Bay	The Diocese of Wagga Wagga
The Archdiocese of Canberra/Goulburn	The Diocese of Wilcannia/Forbes
The Diocese of Lismore	The Diocese of Wollongong
The Diocese of Maitland/Newcastle	
CATHOLIC INDEPENDENT SCHOOLS	
Berne Education Centre, Petersham	St Charbel's College, Punchbowl
Boys' Town, Engadine	St Clare's College, Waverley
Brigidine College, St Ives	St Dominic's College, Penrith
Chevalier College, Bowral	St. Edward's College, Gosford
Christian Brothers High School, Lewisham	St. Edmund's College Canberra
Daramalan College, Dickson, ACT	St. Edmund's School, Wahrenonga
Edmund Rice College, Wollongong	St. Gabriel's School, Castle Hill
Holy Saviour School, Greenacre	St. Gregory's College, Campbelltown
Kincoppal-Rose Bay School of the Sacred Heart	St. Joseph's College, Hunters Hill
Marist College, Canberra	St. Lucy's School, Wahrenonga
Mater Dei School, Camden	St. Maroun's School, Dulwich Hill
Monte Sant' Angelo Mercy College, North Sydney	St Mary Star of the Sea College, Wollongong
Mount St. Benedict College, Pennant Hills	St Paul's International College, Moss Vale
Mount St Joseph High School, Milperra	St. Patrick's College, Strathfield
Oakhill College, Castle Hill	St. Patrick's College, Campbelltown
Our Lady of Lebanon College, Harris Park	St. Pius X College, Chatswood
Our Lady of Mercy College, Parramatta	St. Scholastica's College, Glebe Point
Red Bend Catholic College, Forbes	St. Stanislaus' College, Bathurst
Rosebank College, Five Dock	St Vincent's College, Potts Point
Santa Sabina College, Strathfield	Trinity Catholic College, Lismore
Stella Maris College, Manly	Waverley College, Waverley
St Augustine's College, Brookvale	

8. Delete the heading "One Year Barrier" appearing in Annexure B of Part B, and insert in lieu thereof the following:

ONE YEAR QUALIFYING PERIOD

9. Delete the table appearing in Annexure B - One Year Qualifying Period of Part B, and insert in lieu thereof the following:

The Catholic Diocesan System Authority of:	
The Diocese of Armidale	The Diocese of Parramatta
The Diocese of Bathurst	The Archdiocese of Sydney
The Diocese of Broken Bay	The Diocese of Wagga Wagga
The Archdiocese of Canberra/Goulburn	The Diocese of Wilcannia/Forbes
The Diocese of Lismore	The Diocese of Wollongong
The Diocese of Maitland	
CATHOLIC INDEPENDENT SCHOOLS	
Berne Education Centre, Petersham	St. Clare's College, Waverley
Boys' Town, Engadine*	St. Dominic's College, Penrith
Brigidine College, St Ives	St. Edward's College, Gosford
Christian Brothers High School, Lewisham	St. Edmund's College, Canberra
Daramalan College, Dickson, ACT	St. Edmund's School, Wahrenonga
Edmund Rice College, Wollongong	St. Gabriel's School, Castle Hill
Holy Saviour School, Greenacre	St. Gregory's College, Campbelltown

Kincoppal-Rose Bay School of the Sacred Heart	St. Joseph's College, Hunters Hill
Marist College, Canberra	St. Lucy's School, Wahroonga
Mater Dei School, Camden	St. Mary Star of the Sea College, Wollongong*
Mount St. Benedict College, Pennant Hills	St. Maroun's School, Dulwich Hill
Mount St Joseph, Milperra	St Paul's International College, Moss Vale
Oakhill College, Castle Hill	St. Patrick's College, Strathfield
Our Lady of Lebanon College, Harris Park	St. Patrick's College, Campbelltown
Our Lady of Mercy College, Parramatta	St. Pius X College, Chatswood
Rosebank College, Five Dock	St. Scholastica's College, Glebe Point
Santa Sabina College, Strathfield	St. Stanislaus' College, Bathurst
Stella Maris College, Manly	St Vincent's College, Potts Point
St. Augustine's College, Brookvale	Trinity Catholic College, Lismore
St. Charbel's College, Punchbowl	Waverley College, Waverley

* Note: In respect of service prior to 30 January 2006, Boys' Town, Engadine, and St Mary Star of the Sea College, Wollongong, were Annexure C employers (Five Year Qualified).

10. Delete the heading "Five Year Barrier" appearing in Annexure C of Part B, and insert in lieu thereof the following:

FIVE YEAR QUALIFYING PERIOD

11. Delete the table appearing in Annexure C - Five Year Qualifying Period of Part B, and insert in lieu thereof the following:

CATHOLIC INDEPENDENT SCHOOLS	
Chevalier College, Bowral	Red Bend Catholic College, Forbes
Monte Saint' Angelo Mercy College, North Sydney	

12. Delete Annexure D - One Year Barrier of Part B.
13. Delete the heading "Annexure E" appearing in Part B and insert in lieu thereof the following:

ANNEXURE D

14. Delete the heading "Annexure F" appearing in Part B and insert in lieu thereof the following:

ANNEXURE E

I. TABBAA, Commissioner

COAL SUPERINTENDING SAMPLERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1753 of 2007)

Before Commissioner Tabbaa

20 December 2007

REVIEWED AWARD

1. Insert in Part A of clause 1, Arrangement, of the award published 28 September 2001 (328 I.G. 218), the following new clause number and subject matter:

19A. Secure Employment

2. Insert after clause 19, Casual Employees the following new clause:

19A. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

3. Insert in clause 34, Area, Incidence and Duration, the following new paragraph:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 20 December 2007.

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

I. TABBAA, Commissioner

COAL SUPERINTENDING SAMPLERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2150 of 2007)

Before Commissioner Bishop

17 December 2007

VARIATION

1. Delete clause 7, State Wage Case Adjustments, of the award published 28 September 2001 (328 I.G. 218), and insert in lieu thereof the following:

7. State Wage Case Adjustments

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

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

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

Item No	Clause No	Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
1	2	Trainee Sampler	523.50	20.00	543.50
2	2	Sampler	646.30	20.00	666.30
3	2	Senior Sampler	670.60	20.00	690.60
4	2	Supervising Sampler	732.30	20.00	752.30
5	2	Leading Hand 3-5 (p/hr)	0.45		0.47
6	2	Leading Hand 6-10 (p/hr)	0.65		0.68
7	2	Leading Hand over 10 (p/hr)	0.76		0.79

Table 2 - Other Allowances

Item No	Clause No	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	6	Meal Allowance	10.50	11.10
2	19(iv)	First Aid Allowance	2.20 day	2.30 day
3	27(i)	Travel Allowance	4.95day	5.10 day
4	27(ii)	KM Allowance	0.54 km	0.55 km
5	28	Living Away Allowance	60.00 day	63.20 day

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

3. This variation shall take effect from the first full pay period to commence on or after 31 December 2007.

E. A. R. BISHOP, Commissioner

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COLEAMBALLY IRRIGATION CONSENT AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1724 of 2007)

Before Commissioner Stanton

30 November 2007

REVIEWED AWARD**PART A****FORMALITIES OF AWARD**

Clause No.	Subject Matter
1.	Title
2.	Scope, Application and Parties Bound
3.	Objectives
4.	Date and Period of Operation
5.	Relationship to Previous Awards, Awards, etc.
6.	Contract of Employment and Related Issues
7.	Award to be Displayed
8.	Joint Consultative Committee
9.	Definitions

PART B**CLASSIFICATION AND CAREER PROGRESSION**

10. Skills and Classification
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PART C**REMUNERATION**

12. Salaries
13. Allowances ex Salary
14. Performance Appraisal and Rewards

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15. Ordinary Hours
16. Call Out
17. Casual Employment
18. Part-time Employment
19. Overtime
20. Meal and Rest Periods

PART E**LEAVE**

21. Annual Leave
22. Annual Leave Loading
23. Short Term Illness/Injury
24. Sick Leave
25. Long Service Leave
26. Bereavement Leave
27. Parental Leave
28. Jury and Other Service Leave
29. Discretionary, Family and Personal/Carer's Leave
30. Public Holidays

PART F**OTHER CONDITIONS**

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32. Travelling between Sites
33. Superannuation
34. Protective Clothing/Uniforms and Equipment
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36. (Spare)
37. Employee Life Insurance
38. Contractor Award and Enterprise Award Conditions
39. Anti-Discrimination
40. Confidentiality
41. Stand Down
42. Grievance/Dispute Procedure
43. Health and Safety
44. Employment Records
45. Union Fee Deductions
46. Future Negotiation
47. Joint Review of Conditions
48. Secure Employment

Schedule A - Salary Level Work Description

Schedule B - Common Salary Points Applicable to this Award

Schedule C - Employee List for Subclause 25.1

PART A**FORMALITIES OF AWARD****1. Title**

This Award shall be known as the Coleambally Irrigation Consent Award 2007.

2. Scope, Application and Parties Bound

- 2.1 This Award provides for the employment arrangements for employees of Coleambally Irrigation Corporation ("CIC") for whom job descriptions and conditions of employment are contained herein.
- 2.2 This Award binds CIC or its successors, each person employed from time to time by CIC in a capacity covered by this Award, The Australian Workers' Union and the Public Service Association and

Professional Officers' Association Amalgamated Union of New South Wales ("the Union(s)"). The Unions shall form and retain a Single Bargaining Unit for the purposes of both negotiations of this Award and negotiations in enterprise bargaining.

3. Objectives

The parties agree that the objectives of the Award are to manage the transition from public to private ownership of the CIC and to act as a safety net award for any future enterprise agreements.

4. Date and Period of Operation

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and replaces the Coleambally Irrigation Consent Award 2004 published 11 March 2005 (349 I.G. 51) and all variations thereof.

The changes made to the Award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of the New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 30 November 2007.

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

5. Relationship to Previous Awards, Awards, Etc.

This Award supersedes all previous Awards, Awards and orders of the NSW Industrial Relations Commission made under the *Industrial Relations Act* 1996, relating to employment in the industries and/or industrial pursuits governed by this Award, but no right, obligation or liability incurred under previous Awards, etc., shall be affected by such supersession.

6. Contract of Employment and Related Issues

6.1 Nature of Engagement

All employees (other than casual employees) shall be permanent employees and shall be employed by the week.

6.2 Performance of Duties

Subject to this Award, employees are expected to perform and will be paid for those duties for which they are employed and which are within their competence to perform. All employees must be fit and able to carry out the work they perform. Employees required to work in or near the water distribution system must have documentary evidence to prove their ability to swim. Where the work requires it, employees must hold a current driver's licence.

6.3 Probationary Period

New employees shall have up to six months' probationary period reviewed after one month, three months and six months.

6.4 CIC's Duty to Notify Major Changes

6.4.1 Where CIC is reasonably sure that it will be necessary to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, CIC shall notify the employees, the Consultative Committee and their Union representatives who may be affected by the proposed changes.

6.4.2 "Significant Effects" include termination of employment, major changes in the composition, operation or size of CIC's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for training or transfer of employees to other work or locations and the restructuring of jobs, provided that, where this

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

6.5 Discussion of Change

6.5.1 CIC shall discuss with the employees affected and their representative the introduction of the changes, as referred to in paragraph 6.4.2 above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees.

6.5.2 The discussions shall commence as early as practicable after a definite decision has been made by CIC to make the changes.

6.5.3 For the purpose of such discussion, CIC shall provide in writing to all the employees concerned all relevant information about the changes including the nature of the changes proposed and the expected effects of the changes on employees and any other matters likely to affect employees, provided that CIC shall not be required to disclose confidential information, the disclosure of which would be detrimental to CIC's interest.

6.6 Transfer to Lower Paid Duties

Where an employee is transferred to lower-paid duties for reasons set out in subclause 6.4 hereof, the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated, and CIC may, at its option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing. Further, an employee compulsorily transferred to lower paid duties in accordance with this clause shall have income maintenance for a period of 12 months from the date of transfer. To avoid doubt, "income maintenance" means the employee transferred will continue to receive the base salary of the position the employee occupied immediately prior to the transfer. After 12 months, the employee shall be paid the salary applicable to the lower duty.

6.7 Voluntary Redundancy

6.7.1 Where an offer of voluntary redundancy is made to an employee and this offer is accepted in 14 days, a severance payment will be made at the rate of three weeks per year of continuous service with a maximum of 39 weeks, with pro rata payments for incomplete years of service to be on a quarterly basis.

6.7.2 In addition, if employment ceases on the date nominated by CIC, the following additional payments will be offered:

6.7.2.1 less than one year's service: two weeks' pay

6.7.2.2 one year but less than two years' service: four weeks' pay

6.7.2.3 two years' and less than three years' service: six weeks' pay

6.7.2.4 three years' or more service: eight weeks' pay.

6.7.3 The payments made under paragraphs 6.7.1 and 6.7.2 are the total redundancy payments available to an employee in a voluntary redundancy circumstance. The provisions of subclause 6.11 do not apply if the employee has entitlements under this subclause.

6.8 Expenses Payment for Voluntary Redundancies

Where an employee has taken voluntary redundancy, CIC will make available a one-off payment of \$4,000.00 to help met job search costs that the redundant employee may face.

6.9 Discussions before Position made Redundant

- 6.9.1 Where CIC considers that it no longer requires the position the employee has been doing, and this is not due to the ordinary and customary turnover of the business and that decision may lead to termination of employment, CIC shall hold discussions with the employees directly affected and their Union.
- 6.9.2 The discussions shall take place as soon as is practicable after CIC has become reasonably aware of the possible change and will advise employees of the reasons for the possible terminations of employment, measures to avoid or minimise terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- 6.9.3 For the purpose of the discussion, CIC shall, as soon as practicable, provide in writing to the employees concerned and the Consultative Committee all relevant information about the possible terminations of employment, including the reasons for the possible terminations, the number and type of employees likely to be affected, the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that CIC shall not be required to disclose confidential information, the disclosure of which would be contrary to CIC's commercial interests.
- 6.9.4 CIC and the Consultative Committee shall discuss fully the opportunities available for re-training, re-skilling and re-deployment to maintain existing employment where possible.

6.10 Notice of Termination

- 6.10.1 In order to terminate the employment of an employee CIC shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- 6.10.2 In addition to the notice in paragraph 6.10.1, 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.
- 6.10.3 Payment in lieu of the notice prescribed in paragraph 6.10.1 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.
- 6.10.4 In calculating any payment in lieu of notice, the wages of an employee would have received in respect of the ordinary time he or she would have worked during the period of notice, had his or her employment not been terminated, shall be used.
- 6.10.5 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, or, in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.
- 6.10.6 For the purposes of this clause, continuity of service shall be calculated in the manner in which continuous service is calculated for the purposes of annual leave.
- 6.10.7 The notice of termination required to be given by an employee shall be the same as that required of CIC, save and except that there shall be no additional notice based on the age of the employee concerned.

- 6.10.8 If an employee fails to give notice, CIC shall have the right to withhold moneys due to the employee, with a maximum amount equal to the ordinary time rate of pay for the period of notice.
- 6.10.9 CIC shall, on the request of an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or type of work performed by the employee.

6.11 Severance Pay

In addition to any period of notice prescribed for ordinary termination in this Award, and subject to further order of the Commission, an employee whose employment is terminated for reasons of compulsory redundancy (that is, in circumstances other than voluntary redundancy as provided for in subclause 6.7) shall be entitled to the following minimum amount of severance pay in respect of a continuous period of service:

Period of Continuous Service	Employee under 45 Years of Age
One year or less	Nil
One year but less than two years	4 weeks' pay
Two years but less than three years	7 weeks' pay
Three years but less than four years	10 weeks' pay
Four years but less than five years	12 weeks' pay
Five years but less than six years	14 weeks' pay
Six years and more	16 weeks' pay

Period of Continuous Service	Employee 45 Years of Age or More
One year or less	Nil
One year but less than two years	5 weeks' pay
Two years but less than three years	8.75 weeks' pay
Three years but less than four years	12.5 weeks' pay
Four years but less than five years	15 weeks' pay
Five years but less than six years	17.5 weeks' pay
Six years and more	20 weeks' pay

For the purposes of this subclause, "weeks pay" means the ordinary rate of pay at the time the termination of employment occurs (e.g. 38 hours for a full-time weekly employee).

6.12 Time Off during Notice Period

- 6.12.1 During the period of notice of termination given by CIC, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 6.12.2 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 CIC, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

6.13 Alternative Employment and Incapacity to Pay

- 6.13.1 CIC, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if CIC obtains acceptable alternative employment for an employee.
- 6.13.2 CIC, in a particular circumstance, may apply to the Commission to have the severance pay prescription varied on the basis of CIC's incapacity to pay.

6.14 Transmission of Business

Where the business is, before or after the date of this Award, transmitted from CIC (in this subclause called "the Transmittor") to another employer (in this subclause called "the Transmtee") and an employee who, at the time of such transmission, was an employee of the transmittor in that business becomes an employee of the transmtee, then:

- 6.14.1 The continuity of the employment of the employees shall be deemed not to have been broken by reason of such transmission; and
- 6.14.2 The period of employment that the employee has had with the transmittor shall be deemed to be service of the employee with the transmtee.

6.15 Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, or, in the case of casual employees, apprentices, probationary employees or employees engaged for a specific task or tasks. It does not apply to employees retiring. It does not apply to employees working for CIC who are not covered by this Award.

7. Award to be Displayed

This Award will be displayed at CIC principal place of business and all depots operated by CIC. Individual copies will be made available on request to any employees covered by this Award.

8. Joint Consultative Committee

- 8.1 The Consultative Committee will be established to be an integral part of the organisation of work of CIC. For this reason it is imperative that members of the Committee act positively to resolve matters of mutual interest and that they carry out their duties in a responsible and timely manner.
- 8.2 On the operation of this Award, the Committee will meet to determine regularity of future meetings and representation.
- 8.3 The Committee shall have four annually elected employee representatives and two management representatives (one representative elected from the maintenance staff, one representative elected from the professional staff, one representative elected from the office staff and one other elected from the field staff).
- 8.4 Both management and employee representatives to the Committee shall be able to co-opt any person they believe may assist the Committee in deciding a matter. Those people who have been asked to assist the Committee shall not have voting rights and shall be limited to speak on the issue(s) for which they have been expressly invited.

9. Definitions

"Coleambally Irrigation Cooperative Limited" - the employer, referred to in this Award as "CIC".

"CIC" means the employer, the employer's nominee, representative and can mean a manager, a works supervisor or other person nominated by the Chief Executive Officer to represent the employer.

"The Award" - the Coleambally Irrigation Consent Award 2007.

"Chief Executive Officer" - the Chief Executive of CIC or the authorised person acting in the position.

"Traumatic illness or injury" - injury/illness disabling the employee from work.

"Accredited official of the Union" - an official of a union which is party to this Award who has members working for CIC.

"CIC's Premises" means the property or properties owned, leased or controlled by CIC.

"Extreme Seasonal Variation" - seasonal conditions having significant effect on the income and/or operations of the business through extremes of rainfall, drought, flooding or other factor clearly beyond the control of CIC.

"Fraudulent claims" - dishonest or deceptive claims relating to any claim(s) made for leave, etc., where the eligibility for the claim(s) has not been met.

"Consultative Committee" - a committee formed representing management and employees to assist in the resolution of disputes, the implementation of workplace arrangements and to enhance productivity and the workplace environment.

"Salary" means the ordinary time rate of pay for the employee concerned.

"Engagement", for the purposes of clause 17, Casual Employment, shall be deemed to be the period(s) for which CIC notified the employee that he or she is so required to attend on any one day.

"Traineeship" is a system comprising structured on-the-job training and may include off-the-job training in a recognised and relevant training institution.

"Act" means the New South Wales *Industrial Relations Act 1996*.

"Commission" means the Industrial Relations Commission of New South Wales.

"Union" means either or both of The Australian Workers' Union and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, as the context determines.

PART B

CLASSIFICATION AND CAREER PROGRESSION

10. Skills and Classifications

10.1 Skills and Classifications

Classifications or skill levels shall relate to the responsibilities, skills and range of tasks performed by the employee. The classification structure incorporated in Schedule A to this Award recognises that CIC is one entity and the structure includes the various tasks and responsibilities of both 'indoor' and 'outdoor' staff as part of the recognition of the one-entity focus. Each level recognises the differences in core tasks and skills between these two traditional areas of the workplace.

10.2 Review of Skills, Responsibilities and Performance

The parties agree that reviews of the skills, responsibilities, performance and classifications may be conducted by the parties from time to time. Should an employee not agree with the outcome of such a review or the employee considers that there are grounds for a review, appeals based on skills, responsibility and flexibility shall in the first instance be by representation to the Chief Executive Officer at any time.

10.3 Careers and Multi-Skilling

10.3.1 In accordance with the provisions of this Award, employees shall be required to perform a variety of tasks associated with the responsibilities, customer services and the efficient delivery of services of CIC.

10.3.2 The skills structure determines career path options for employees and staff training shall be directed at ensuring reasonable opportunity and access to better paid and more fulfilling jobs for employees.

- 10.3.3 Employees duties shall focus on the efficient delivery of services to customers, but employees shall not be restricted from involvement (at the level of their ability) in tasks other than their usual duties as determined by CIC provided they have appropriate skills and qualifications.
- 10.3.4 The parties commit themselves to the following principals:
- 10.3.4.1 acceptance that the work of individuals will be more broadly based and generic in nature, incorporating the ability for an employee to perform a wider range of duties which are incidental or peripheral to their main task or function.
 - 10.3.4.2 subject to agreement by management, employees will undertake training for the wider range and higher level duties. This will lead to access of higher pay when performing those more skilled jobs.
 - 10.3.4.3 the parties will not create barriers to advancement of employees within the skills structure or through access to training.
 - 10.3.4.4 co-operation in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputation.
- 10.4 An employee who is required to relieve another employee who is on leave, where the relief period is for five or more consecutive working days, shall be paid an additional allowance for the period relating to these relieving duties. The additional allowance, which will be added to the annual salary, will be a minimum of one additional salary point, or such other greater amount determined by the CEO. The additional allowance will not apply to specific work tasks, training or working under direct supervision, or new work activities within the employee's current skill/competency level. It shall only be paid where an employee relieves in another position and takes on the duties and responsibilities of the relieved employee.

11. Spare

PART C

REMUNERATION

12. Salaries

- 12.1 This Award provides salary remuneration in the form of an annualised amount, paid in accordance with clause 31, Payment of Wages, which is all inclusive. It shall be paid according to the Skill Level as outlined in Schedule A to this Award. The remuneration is in consideration of base rate salary; industry allowances and the like, shift rates, training incentives and rewards, special working conditions allowances, hardship payments and all other matters relating to the performance of work.
- 12.2 Attached to each skill level, there is a minimum annual salary and a maximum annual salary, designed to recognise differences in skill and responsibility which may occur due to employees achieving different standards or groups of skills within the level at different times. For example, within Level One, a new employee without any previous relevant experience should expect to receive the minimum rate prescribed for Level One. An employee who has completed induction and has commenced performing specific tasks should expect to receive a rate higher than the minimum for Level One.
- 12.3 Annual salary ranges are as follows:
- 12.3.1 Level One
\$30,894 pa to \$38,894.00 pa

- 12.3.2 Level Two
\$39,414.00 pa to \$48,894.00 pa
- 12.3.3 Level Three
\$48,063.00 pa to \$57,251.00 pa
- 12.3.4 Level Four
\$57,252.00 pa to \$67,551.00 pa
- 12.3.5 Level Five
\$67,552.00 pa to \$83,266.00 pa

12.4 Salary Sacrifice

Opportunities for employee initiated salary sacrifice for superannuation and other benefits are available within the scope of this Award.

12.5 Salary Increases

- 12.5.1 The salaries provided under this Award have been calculated to take into account adjustments payable under the State Wage Case 2000, the State Wage Case 2001, the State Wage Case 2002, the State Wage Case 2003, the State Wage Case 2004, the State Wage Case 2005, the State Wage 2006 and the State Wage Case 2007. These adjustments may be offset against any equivalent over-award payments and/or award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
- 12.5.2 The actual travel allowances, plant allowance, dead animal removal allowances and wet weather allowances paid to AWU employees during the previous 12 months will be added to each employee's annual salary to calculate the base salary starting point for this Award.

13. Allowances Ex Salary

13.1 Expenses Incurred by Employees in the Conduct of their Duties

- 13.1.1 All reasonable expenses incurred by staff in the carrying out of the work of CIC, other than those normally incurred by an employee, shall be reimbursed within seven working days of submission of invoice. Allowance in advance for significant costs will be available but must be approved by the Company Secretary.
- 13.1.2 Such reasonable expenses may include necessary materials, tools, accommodation and reasonable meals that can be demonstrated as essential for the work.
- 13.1.3 Where employees are required to be accommodated overnight in the course of their work away from their normal location, the general standard of accommodation should be three star, provided that the level of accommodation is available and further provided that prior approval is granted for that travel and accommodation.

13.2 Allowances in Addition to the Salary Rate

- 13.2.1 Generally current allowances will not apply in this Award; however, a skill-based allowance specifically for the use of sprays and chemicals of \$10.52 per day (or part thereof) will be paid while the employee is employed in a spray crew.

- 13.2.2 First-aid allowance of \$2.00 per day shall apply to one member who holds a current first-aid certificate in each work crew.
- 13.2.3 Each employee will be given a statement of accrued non salary benefits for annual leave, sick leave and long service leave benefits prior to signing this Award. All existing accrued benefits will be shown on this statement. CIC agree to carry these benefits as an accrued liability for the term of this Award unless the benefits is used or paid to the employee.

14. Performance Appraisal and Rewards

- 14.1 Where an individual or workplace group performance warrants, the Chief Executive Officer may approve rewards outside salary for individual or workplace group performance. Such rewards will require justification in line with audit procedures.
- 14.2 It is CIC's intention to develop a salary remuneration system more dependent on performance, that is, a system based on Staff Performance, Evaluation and Development (CEDEPS). CIC's intention is to progressively introduce such a system following consultation with the Consultative Committee.
- 14.3 Staff employed in professional capacity will have access to a professional career path salary package that recognises both increasing levels of skill and performance. Prior to entering into this Award, the salary career path will be discussed and documented by each professional employee and their relevant supervisor. The annual attainment of professional salary increments will be determined by performance evaluation.
- 14.4 The CEDEPS system will be developed over the period of this agreement to replace the salary scales with a system based upon the annual salary.

PART D

HOURS OF WORK

15. Ordinary Hours

- 15.1 General
- 15.1.1 In recognition of the particular circumstances which apply to the cost-effective delivery of water to irrigators, maximum flexibility of working days and times is essential. Consequently, work patterns, whether on a daily, weekly or seasonal basis, shall, as far as practicable, be tailored to the needs of customers. Generally, only employees involved in water distribution will be expected to work outside weekdays; however, some circumstances may involve other staff in weekend work.
- 15.1.2 When employees who are not rostered as part of normal working arrangements are required to work Saturdays, Sundays or public holidays, the hours worked will be paid as overtime.
- 15.2 Basis for Ordinary Hours
- 15.2.1 The basic unit of determining time worked shall be an average 38-hour week, including authorised paid absences.
- 15.2.2 In some instances, tasks rather than hours will be an important job feature. In the case of all scheduled maintenance, construction, distribution and administration work, an employee will receive five working days' notice of proposed alterations to normal hours.
- 15.2.3 The roster associated with water distribution shall be based on a 38-hour week using an annualised hours concept. There will be no impediment to employees and supervisors agreeing to work greater than or less than nine consecutive days, subject to the employee

being able to perform those duties in a safe manner. The actual initial roster will be based upon a 9:4 - 9:5 rotation; however, the roster and number of divisions shall be flexible to allow both CIC and the employees to establish the required level of service to all customers and to provide leisure alternatives to the employees. Where a dispute arises in respect of this subclause, the 9:4 - 9:5 roster and the current number of divisions will be retained while the dispute is settled.

- 15.2.4 An employee with the consent of their supervisor can vary the daily hours of work, providing a total of 160 hours are worked over a four-week cycle. The supervisor may stipulate core hours on a daily basis during which the employee must be available to perform their work duties. Such agreement shall be reviewed between the supervisor and the employee concerned on a month by month basis. (As explanation, this means one RDO can be accrued or taken per four-week cycle. This is not in addition to banked hours.)

15.3 Start and Finish Times

Actual starting and finishing times of individuals shall be determined by references to their particular work area and work loads, both geographically and on a divisional basis. Normally, ordinary hours are to be worked between 6.00 am and 6.00 pm. A minimum 10-hour break between the completion of one day's work and commencement of another shall be taken or overtime to be paid until the break is achieved.

15.4 Working Patterns and Disputes

In the implementation of working hours, the significant determinant is the cost effective and safe delivery of services; however, all reasonable effort should be made to accommodate individual employee's needs. Wherever possible, hours should be constructed to allow maximum access to meaningful leisure time periods. Any dispute in relation to work patterns shall be resolved using the disputes-settling procedure in this Award.

16. Call Out

- 16.1 An employee recalled to work after leaving CIC's premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work for each time the employee is so called. Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job the employee is recalled to perform is completed within a shorter period.
- 16.2 The minimum of three hours shall not apply and payment will be for the time actually worked where:
- 16.2.1 The employee resides on, or adjacent to, the premises; and/or
- 16.2.2 The employee returns to the place of work on a customary basis for a specific task or tasks.
- 16.3 This provision shall not apply to water distribution employees, provided that, if such an employee has completed their normal daily work cycle and is then required to attend to work duties within the same 24-hour period, the time spent in travelling to and from their residence and the workplace shall be paid time.

17. Casual Employment

- 17.1 Casuals will generally be employed where sufficient numbers of appropriately skilled personnel cannot be secured on a regular and ongoing basis by CIC.
- 17.2 Casuals shall be paid per hour an additional 20% loading according to the skill level they perform, and in most cases at the mid-point of the salary range attaching to the level.

- 17.3 Minimum engagement for casuals shall be three hours, provided that a shorter period may be negotiated to suit a particular circumstance.
- 17.4 Subject to subclause 17.3, a casual employee's engagement may be terminated on an hour's notice.

18. Part-Time Employment

Where an employee is engaged on a part-time basis (and not on a casual basis), benefits outlined in the Award will apply on a pro rata basis.

19. Overtime

- 19.1 Overtime rates in excess of ordinary rates shall apply under this Award. All work in excess of the normal work cycle will be paid at the hourly rate determined by each employee's annual salary. Approved work in excess of the normal work cycle will be paid at time and one half for the first two hours and then double time thereafter. Overtime worked solely on Sundays shall attract double time from the commencement of the overtime. Overtime worked on public holidays, for non-rostered staff, will be paid at double time and one half. To avoid doubt, this means one and a half times in addition to the normal day's pay.
- 19.2 Work in excess of the normal work cycle shall not be paid under this Award unless prior approval for the overtime to be worked is obtained from the relevant supervisor.
- 19.3 Reasonable Overtime
- 19.3.1 Subject to paragraph 19.3.2, CIC may require an employee to work reasonable overtime at overtime rates.
- 19.3.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 19.3.3 For the purposes of paragraph 19.3.2, what is unreasonable or otherwise will be determined having regard to:
- 19.3.3.1 any risk to employee health and safety;
- 19.3.3.2 the employee's personal circumstances, including any family and carer responsibilities;
- 19.3.3.3 the needs of CIC;
- 19.3.3.4 the notice (if any) given by CIC of the overtime and by the employee of his or her intention to refuse it; and
- 19.3.3.5 any other relevant matter.
- 19.4 CIC and an employee may agree to adopt flexible approaches to working overtime provided it meets the criteria of maintaining the average of 38-hour week ordinary hours. One such arrangement is detailed in paragraph 15.2.4 herein. To avoid doubt, this means time off in lieu of overtime is available where the ordinary time is averaged over a longer period than one week, where the following requirements are met.
- 19.4.1 By agreement between CIC and the employee, leave in lieu may be taken for any overtime worked.
- 19.4.2 CIC will keep a record of all overtime performed for each employee and this record shall be referred to as the 'Hours Bank'.

- 19.4.3 CIC shall advise each employee of the amount of accrued overtime in their individual Hours Bank once every month.
- 19.4.4 Where CIC and an employee have agreed to leave in lieu of overtime, the maximum accrual shall be 12 days per annum. This is to be taken either as one day off a month or else in conjunction with annual leave, or any other manner as agreed to between CIC and the employee concerned.
- 19.4.5 Overtime shall be credited to the Hours Bank on the basis of one hour worked equals one hour of credit in the bank.

20. Meals and Rest Breaks

- 20.1 Employees shall be entitled to a meal break each work day of not less than half an hour, which time shall not be paid for. No employee shall be required to work more than five hours without a break for a meal. Where a second meal break is required, such break shall be for duration of 30 minutes and shall not be paid for. Other rest breaks should be taken at times both convenient to colleagues and to customers and are not fixed. CIC expects common sense to prevail and reserves the right to implement set times if evidence of abuse exists.
- 20.2 CIC and an employee(s) may agree to any variation of this clause to meet the circumstances of the work in hand. For example, employees may take a 20-minute paid break once during a full normal working day, or split that into two 10-minute breaks.
- 20.3 This clause shall not apply to any employee whose scheduled work in any 24-hour period is four hours or less.

PART E

LEAVE

21. Annual Leave

- 21.1 Annual leave shall be due annually to employees on the basis of 20 working days per year (accruing at the rate of 2.923 hours per week).
- 21.2 Annual leave shall not be accrued beyond 40 working days unless mutually agreed between CIC and the employee.
- 21.3 The taking of annual leave shall be subject to the following:
- 21.3.1 All such leave, whether ordinary or accumulated, shall be taken only at such times as CIC, for operational purposes, shall deem convenient and, in the absence of agreement on the taking of leave, it shall be taken at a time determined by CIC, provided CIC shall, however, endeavour to comply with the needs of the employees;
- 21.3.2 After the completion of the first year of service, annual leave shall accrue from month to month and leave so accrued or any portion thereof may be granted to an employee by CIC at such time as the latter deems convenient; and
- 21.3.3 Annual leave shall accrue to employees in respect of any authorised period of paid absence from duty.
- 21.3.4 The rate of pay used to determine annual leave payments shall be that rate of pay which applies when the leave is taken.
- 21.4 All water distribution employees who work a roster shall be entitled to five additional days' leave per annum which shall accrue annually if not taken.

22. Annual Leave Loading

Leave loading shall not apply as a separate payment and has been included in the annualised salaries applicable under this Award. This inclusion in annual salary was calculated at a rate of 17.5% of four weeks' annual salary.

23. Short Term Illness/Injury

23.1 Entitlement

- 23.1.1 From the date of certification of this agreement, all qualifying employees will be entitled to accrue short-term illness/injury leave ("STI"). STI leave is unlimited subject to this clause.
- 23.1.2 This leave will only be available to be taken according to the provisions of this clause.

23.2 Payment

- 23.2.1 This leave shall be paid when the conditions detailed in subclause 23.3 are met.
- 23.2.2 Payment shall be made to the affected employee on the same basis as if the employee was working normally.
- 23.2.3 The rate of pay for employees taking this leave shall be at the rate of 100% of the ordinary time earnings that the employee was receiving when the employee proceeded onto this leave.
- 23.2.4 The taking of this leave shall not affect the continuity of service but does not count for leave accruals.

23.3 Conditions for the Taking of STI Leave

- 23.3.1 STI leave can only be taken when an employee is either injured through an accident or an illness outside of the working environment and the employee qualifies by the employee's sick leave entitlements having accrued to a minimum of 100 days.
- 23.3.2 The employee must prove to the satisfaction of the Company that the illness or injury that he/she is suffering from is not permanent in nature and that there is a reasonable likelihood that the employee will be able to return to their normal duties within three months. In the context of this Award, "reasonable likelihood" means, where a single illness extends beyond three months, it shall not be considered to be eligible for STI unless the employee can demonstrate to the satisfaction of the CEO that the employee will be capable of returning to work within a maximum period of three months.
- 23.3.3 An application must be made to the Company as soon as practicable for the granting of STI leave. This claim must include the following details:
 - 23.3.3.1 Date from which the employee intends to claim STI leave.
 - 23.3.3.2 A doctor's certificate or other evidence that is satisfactory to the Company detailing the nature of the disability.
 - 23.3.3.3 A medical report or similar that provides a timetable for the rehabilitation of the employee concerned.
- 23.3.4 Upon a successful application, the Company will make available the accrued STI leave.
- 23.3.5 Where access to STI leave is refused by CIC, the employee will have access to the employee's accrued sick leave.

24. Sick Leave

- 24.1 Sick leave is for the sole purpose of providing income for employees unable to attend work through injury or illness and shall be allowed at 10 days (76 hours in the case of a full-time employee working 38 hours on average per week, pro rata in other cases) per year. In the first six months of service with CIC, the entitlement shall accrue at the rate of one day for each completed month of service, with the balance of the year's entitlement being accruable at the completion of the second six months' service. Unused sick leave will accrue indefinitely.
- 24.2 An employee (other than a casual employee) after one month's service with CIC, who is absent from work on account of the reasons in subclause 24.1, shall be entitled to leave with normal payment subject to the following conditions:
- 24.2.1 An employee shall not be entitled to be paid for any absence for any period for which the employee is entitled to worker's compensation;
- 24.2.2 The employee shall take all reasonable steps, prior to the commencement of such absence, to inform CIC of the employee's inability to attend for duty and shall state the nature of the illness/injury and the estimated duration of the absence; and
- 24.2.3 CIC may request that a claim for sick leave shall be supported by evidence satisfactory to CIC that the employee was unable to account of illness/injury to attend for duty on the day or days for which leave is claimed.
- 24.3 Where an employee is absent on sick leave for an extended period and/or management has good and sufficient reason to believe that the employee will be unable to return to work or is unable to undertake the duties of the position, CIC at its cost may direct the employee to undertake a medical examination by a duly qualified medical practitioner to determine the employee's fitness for work and whether the employee should be retired on medical grounds.
- 24.4 Fraudulent sick leave claims shall be grounds for disciplinary action. Where CIC believes an employee is abusing sick leave benefits, the employee shall be notified in writing of a period of six months' probation. Continued breaches within this period will be grounds for dismissal, provided that process shall not be commenced until after consultation with the Consultative Committee.
- 24.5 Each employee shall be credited with their accrued number of sick days as an available benefit; however, the use of it shall be subject to this clause and it shall only be taken as a sick leave benefit and not in any other form.
- 24.6 When an employee has accrued a total of 100 days' sick leave, the employee will from this date forward have access to STI leave. From this date forward the employee's records will show the employee has paid leave entitlements provided for under the STI clause of this Award and the recording of sick leave entitlements will cease but be recorded as 100 days regardless of STI leave actually taken.
- 24.7 Sick leave will not accrue for any period in which STI leave is available to the employee.

25. Long Service Leave

- 25.1 Employees who are employed prior to the operative date of this Award that, at the date the Award is made, accrue 11 days/year shall continue to accrue 11 days/year of service. A list of employee names who shall benefit from this clause will be attached as Schedule C.
- 25.2 With respect to subclause 25.1, all other employees and employees engaged after the operative date of this Award shall accrue long service leave in accordance with the provisions of the *Long Service Leave Act 1955*.

26. Bereavement Leave

An employee on weekly hiring shall, on the death of a person as described in section 29.3.1.3.2, be entitled to a maximum of three days' leave with pay on the occasion of each death. An employee shall not be entitled to bereavement leave under this clause during a period of other leave. Proof of entitlement shall be furnished by the employee to the satisfaction of CIC, if CIC so requests.

Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in this clause casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 29.3.1.3.2 of clause 29, Discretionary, Family and Personal/Carer's Leave.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

27. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

- (3) Right to request
 - (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
 - (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

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

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

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

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

- (4) Communication during parental leave

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

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

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

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

28. Jury and Other Service

28.1 Jury Service

An employee required for jury service during his or her ordinary working hours shall be paid ordinary-time earnings but payments for Court attendance shall be paid directly to CIC. An employee shall notify CIC as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give CIC proof of his or her attendance, the duration of such attendance and the amount received in respect of jury service.

28.2 Other Service

Employees nominating for other service, which may include voluntary service (S.E.S, Rural Fire Brigade, etc.) will be remunerated for approved absence from work.

29. Discretionary, Family and Personal/Carer's Leave

29.1 Discretionary Leave

From time to time as applicable the Chief Executive Officer may approve discretionary leave for reasons other than outlined in this Award. Such leave may be granted on the basis of paid or unpaid leave.

29.2 Family Leave

The Chief Executive Officer may approve up to two days per annum as paid family leave.

29.3 Personal/Carer's Leave

29.3.1 Use of Sick Leave

29.3.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 29.3.1.3.2 who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 24, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

29.3.1.2 The employee shall, if required,

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

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

29.3.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

29.3.1.3.1 the employee being responsible for the care of the person concerned; and

29.3.1.3.2 the person concerned being:

- (a) a spouse of the employee; or
- (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first-mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same-sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where, for the purposes of this subparagraph:

1. "relative" means a person related by blood, marriage or affinity;
2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

3. "household" means a family group living in the same domestic dwelling.

29.3.1.4 An employee shall, wherever practicable, give the employer notice, prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 42, Grievance/Dispute Procedures, should be followed.

29.3.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 29.3.1.3.2 who is ill or who requires care due to an unexpected emergency.

29.3.3 Annual Leave

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

29.3.3.2 Access to annual leave, as prescribed in subparagraph 29.3.3.1, shall be exclusive of any shutdown period provided for elsewhere under this Award.

29.3.3.3 An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

29.3.4 Time Off in Lieu of Payment for Overtime

29.3.4.1 For the purpose only of providing care and support for a person in accordance with paragraph 29.3.1 and, despite any contrary provisions this Award's overtime provisions provide, the following shall apply:

29.3.4.2 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

29.3.4.3 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.

29.3.4.4 If, having elected to take time as leave in accordance with subparagraph 29.3.4.2, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.

29.3.4.5 Where no election is made in accordance with subparagraph 29.3.4.2, the employee shall be paid overtime rates in accordance with the Award.

29.3.5 Make-up Time

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

29.3.6 Rostered Days Off

29.3.6.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.

29.3.6.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

29.3.6.3 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

29.3.7 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 29.3.1.2 and 29.3.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 29.3.1.3.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

30. Public Holidays

Public holidays, New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Monday, Labour Day, Queen's Birthday, Christmas Day, Boxing Day, on the dates as gazetted from time to time by the NSW Government, shall be allowed without loss of pay. Employees, not working a roster, who work on a public holiday, shall be entitled to overtime (as described in clause 19) or equivalent normal time off without loss of pay at later date. One additional day, called Picnic Day, shall also be allowed without loss of pay. This day is to be observed on the next normal working day after the date declared as the official close of the irrigation season. CIC and employee(s) may agree to alter the actual days on which these public holidays are observed, including taking the days in conjunction with annual leave.

PART F**OTHER CONDITIONS****31. Payment of Wages**

31.1 Except on termination of employment, salaries shall be paid fortnightly.

31.2 Payday, once determined, cannot be changed without a minimum of one month's notice unless exceptional circumstances beyond CIC's control arise.

- 31.3 Salaries shall be paid by one of the following means:
- 31.3.1 Into a bank account held in the name of the employee. Deposits to the employee's account at CIC's bank shall fulfil CIC's obligations to the employee.
 - 31.3.2 Alternatively, with prior approval of CIC, a cheque can be collected from CIC offices or mailed to the employee's residential address. Cheque collection shall occur outside normal hours.
- 31.4 CIC shall provide each employee every pay period and on the employee's last day of employment a statement of the employee's earnings for that period or part thereof as the case may be. Provided that, where an employee is dismissed without notice, or an employee fails to give notice, abandons employment or otherwise ceases to be employed through no action of CIC, CIC shall not be obliged to pay any outstanding moneys until the next scheduled pay day.

32. Travelling Between Sites

Where an employee, at the request of their supervisor, agrees to use their own vehicle for the carrying out of work for CIC (other than carriage to the normal place of work), reasonable cost per kilometre will be reimbursed. Reasonable costs shall be the kilometre rate applied to Board members attending meetings. The minimum rate payable under this clause shall be \$0.52 per kilometre.

33. Superannuation

- 33.1 CIC will provide superannuation in accordance with Federal superannuation guarantee legislation and an additional 2% employer contribution will be paid to all employees for the term of this Award according to the conditions laid down below and in clause 37, Employee Life Insurance. All employees shall have their accrued superannuation paid to their nominated fund monthly.
- 33.2 Employees may nominate the approved fund into which they wish their contributions to be paid. Such choice may be altered by the employee but not more often than annually. Employees may contribute to superannuation in lieu of salary (within the guidelines of Federal superannuation legislation).
- 33.3 Employees currently members of the NSW Government SASS scheme, on the date local autonomy is achieved and, following review by an approved financial consultant, will be eligible for a top-up superannuation contribution prior to entering this Award. The top-up payment will be determined by CIC following consultation with the employee and the financial consultant.

34. Protective Clothing, Uniforms and Equipment

- 34.1 Appropriate safety wear will be provided (including boots, protective overalls, glasses, helmets). This shall be replaced on a fair wear and tear basis. Misuse or loss due to carelessness will not be grounds for replacement. Employees will be required to care for their uniforms and other clothing issue and be expected to present for work in a neat and tidy manner.
- 34.2 UV protection will be provided for employees while engaged in outdoor work.
- 34.3 Uniform items supplied to maintenance and water distribution staff shall consist of:
- 34.3.1 five pairs of trousers; or five pairs of shorts; or five pairs of overalls
 - 34.3.2 five long-sleeve shirts with logo; or five short-sleeve shirts with logo
 - 34.3.3 two fleecy windcheaters with logo
 - 34.3.4 one jacket with logo
 - 34.3.5 one Boomerang crush hat with logo

34.4 Uniform items supplied to administration staff shall consist of:

34.4.1 three pairs of pants, five shirts, one vest, one jumper and one jacket for male staff

34.4.2 three skirts/pants, five blouses, one vest, one jumper and one jacket for female staff

34.5 All tools and equipment shall be provided by CIC for employees to perform the tasks detailed and implied in Schedule A. Theft, wilful neglect or damage carelessness and misuse of any tools or equipment will be grounds for disciplinary action.

34.6 Employees designated by CIC to be available for contact after the normal work cycle, by customers or for call back, shall be entitled to reimbursement of telephone and fax costs. Reimbursement shall be 50% of the applicable rental and the actual charges (100%) made for calls relating to actual work duties.

35. Training

35.1 Apprentices

An apprentice's wage shall be calculated to the undermentioned percentage of the relevant trade rate as provided for in this Award:

Three Years Apprenticeship	Four Years Apprenticeship
in the first year	60%
in the first year	60%
in the second year	75%
in the second year	75%
in the third year	90%
in the third year	80%
in the fourth year	90%

35.2 Traineeships

35.2.1 Notwithstanding anything elsewhere contained in this Award, CIC may employ trainees subject to the conditions contained in this clause.

35.2.2 Application and Objectives

35.2.2.1 Before this clause shall have effect on the employment of a trainee, CIC and a trainee must have entered into a training agreement under the provisions of the Industrial and Commercial Training Act 1989.

35.2.2.2 Trainees shall not displace existing full-time employees from employment.

35.2.3 Training Conditions

Trainees engaged under this clause shall attend the off-the-job training prescribed in the training agreement. CIC shall ensure that the trainee is permitted to attend the off-the-job training course and provide appropriate supervision during on-the-job training.

35.2.4 Employment Conditions

35.2.4.1 The trainee shall be engaged for a period of 12 months as a full-time employee, provided that the trainee may be subject to a satisfactory probation period as outlined in this Award.

35.2.4.2 The trainee is permitted to be absent from work without loss of continuity of employment to attend the off-the-job training in accordance with the training agreement.

35.2.4.3 Where the employment of a trainee by CIC is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purpose of this Award and long service leave/entitlements. Trainees shall be regarded as full-time employees.

35.2.5 Salary

For the purpose of achieving stability of income for a trainee over the traineeship period, the wage rate for a trainee shall be calculated on the following basis: rate for entry multiplied by percentage of time spent on-the-job.

35.3 The role of every employee in training other employees is agreed between the parties to this Award as essential and employees will be given training appropriate to their skill level. The development of appropriate skills to move to a higher skill level within the career path structure is a necessary condition but not automatic means of gaining advancement within or to the next higher skill level. A Training Charter established to identify the aims and procedures of implementing training within the workplace.

36. Spare

37. Employee Life Insurance

37.1 CIC will obtain on behalf of each employee engaged as at 21 June 2001 life insurance death cover with an annual premium value of \$300.00. This benefit will continue for the lifetime of this Award.

37.2 New employees engaged after 21 June 2001 may elect to receive life insurance in accordance with this clause. Provided the premium value is funded by any excess between CIC's contribution to superannuation in accordance with subclause 33.1 and the statutory requirement for superannuation contribution as detailed in Federal legislation from time to time.

38. Contractor Award and Enterprise Agreement Conditions

CIC will require all construction and maintenance contractors to provide written proof that award or enterprise agreement conditions are currently paid to their employees. CIC will make this proof available for inspection by a member of a Union who is party to this Award during normal business hours. A Union member who is party to this Award will make a request in writing to see the information provided to CIC by construction and maintenance contractors. CIC agree to make this information available for inspection at the Brolga Place office during normal business hours, 48 hours after the receipt of a written request.

39. Anti-Discrimination

39.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

39.2 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.

39.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

39.4 Nothing in this clause is to be taken to affect:

39.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

39.4.2 offering or providing junior rates of pay to persons under 21 years of age;

- 39.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 39.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 39.5 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.

40. Confidentiality

The work carried out for CIC and the information developed and collated is the property of CIC and the employees shall respect the confidentiality of clients and CIC with regard to all information concerning the business.

41. Stand Down

- 41.1 CIC has the right to deduct payment for any day an employee can not be usefully employed because of industrial action or through any stoppage of work for any cause for which the Company can not be reasonably held responsible and a stand-down situation has been notified by CIC to the Consultative Committee
- 41.2 Where a stand-down situation arises, all employees will be given the opportunity to access their available annual leave and/or long service leave entitlement prior to the employee being stood down.
- 41.3 Before CIC implement stand down provisions under this clause, CIC will fully investigate alternative options and these options will be communicated to the Consultative Committee for discussion.

42. Grievance/Dispute Procedure

- 42.1 In the event of a dispute arising between CIC and employee(s), any matter which remains in dispute after it has been considered jointly by the appropriate supervisor and by the employee(s) concerned shall then be examined by the Chief Executive Officer or appointed deputy.
- 42.2 If the dispute remains unsettled, CIC's representative shall ensure that the matter is recorded in writing in pertinent detail, while the employee(s) may notify the Consultative Committee or their Union representative of the nature and details of the matter in dispute.
- 42.3 If the dispute thereafter remains unresolved, the question shall be discussed between the Chief Executive and the relevant representative, each of whom shall take all reasonable steps to settle the dispute.
- 42.4 If the dispute remains unsettled after the procedure specified in subclause 42.3 hereof has been concluded, the matter shall be notified to the Commission.
- 42.5 While the procedures herein are being followed, all work shall continue normally.
- 42.6 The ultimate terms of settlement of the dispute shall not be affected in any way, nor shall the rights of any person involved in the dispute be affected by or prejudiced by the fact that normal work has continued without interruption.
- 42.7 If the dispute concerns questions of safety, it shall immediately be referred to the Chief Executive Officer, the supervisor and Safety Committee which shall consider and resolve the matter forthwith.

43. Health and Safety

- 43.1 Safety Equipment

Safety equipment provided by CIC will be utilised as directed by CIC.

43.2 Safety Procedures

Safety procedures shall be followed by all employees. Failure to acknowledge and adhere to safety policies shall be grounds for dismissal. Neglect of safety procedures that may lead to injury of other persons or employees shall be grounds for instant dismissal.

43.3 Employee's Duty

Notwithstanding CIC's responsibility, the employee has a duty:

43.3.1 to protect his/her own health and safety at work;

43.3.2 to avoid adversely affecting the health and safety of any other person or property through any act or omission at work; and

43.3.3 to report to CIC the use of medically prescribed drugs which may have an adverse effect on the employee's ability to work safely or normally.

43.4 An employee shall not, by the consumption of alcohol or a drug, be in such a state as to endanger his/her own safety at work or the safety of any other person at work. An employee who appears to CIC to be under the influence of alcohol or drugs shall be advised that he/she is not to commence or continue work until examined by a medical practitioner or a registered nurse as soon as practicable to ascertain the employee's fitness for work and any costs associated with the examination shall be borne by CIC. During this time the employee shall be stood down without pay; however, if the medical examination shows that the employee is not under the influence of drugs or alcohol, the employee shall be paid for the time lost.

43.5 First-aid Facilities

Suitable first-aid equipment in an hygienic container shall be available in each workplace/vehicle in a accessible place. This equipment should be regularly inspected and replenished as necessary by CIC.

44. Employment Records

44.1 Time, Salary Records and Inspection Rights

44.1.1 CIC shall keep, or cause to be kept, employment records in accordance with relevant legislation. CIC shall enter, or cause to be entered, in such a correct record of the hours worked and the salaries (including superannuation) paid to each employee to whom this Award applies. CIC shall, on the giving of reasonable notice, produce such record for inspection by an accredited Union official or Consultative Committee member approved by the employee and CIC for the sole purpose of investigating any breach or suspected breach of this Award. Records will not be available on paydays. The approval of the employee involved must also be provided.

44.1.2 If an employee's employment is terminated, CIC shall be required to hold records for that employee for three years after the employee's termination.

44.1.3 CIC shall keep sufficient record and detail of the employment relationship for the purpose of tracking accruals, use, etc., of annual leave, sick leave, long service leave and parental leave.

45. Union Fee Deductions

45.1 CIC shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:

45.1.1 the employee has authorised CIC to make such deductions in accordance with paragraph 45.1.2 herein;

- 45.1.2 the Union shall advise CIC of the amount to be deducted for each pay period applying at CIC's workplace and any changes to that amount;
- 45.1.3 deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
- 45.1.4 there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- 45.2 The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises CIC to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to CIC without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- 45.3 Moneys so deducted from employee's pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at CIC's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
- 45.3.1 where CIC has elected to remit on a weekly or fortnightly basis, CIC shall be entitled to retain up to five per cent of the monies deducted; and
- 45.3.2 where CIC has elected to remit on a monthly or quarterly basis, CIC shall be entitled to retain up to 2.5 per cent of the monies deducted.
- 45.4 Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- 45.5 The Union shall advise CIC of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly, as the case may be. The Union shall give CIC a minimum of two months' notice of any such change.
- 45.6 An employee may at any time revoke in writing an authorisation to CIC to make payroll deductions of Union membership fees.
- 45.7 Where an employee who is a member of the Union and who has authorised CIC to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to CIC in order for payroll deductions of union membership fees to cease.
- 45.8 This clause shall take effect from the beginning of the first pay period to commence on or after 24 November 2003.

46. Future Negotiation

The parties agree to commence discussions on future industrial regulation approximately three months prior to the nominal expiry of this Award. Without limiting those discussions, the parties may discuss extending this Award or alternatively developing an enterprise agreement(s) to operate in conjunction with, or independently of, this Award.

47. Joint Review of Conditions

- 47.1 It is the intention that during the period of this Award a Joint Review by CIC and the employees represented by the Consultative Committee of the operational requirements will be conducted. This will enable, after consultation with the Consultative Committee, the implementation of employment conditions and pay ranges that may be more specific to the wider application of CIC's operations. These

will be based on CIC's unique customer focus service levels and its effective and efficient employment of staff.

- 47.2 The parties also agree that during the life of this Award CIC with the agreement of relevant employees and their Union representatives may trial new working arrangements to facilitate and accommodate the planned review of this Award.
- 47.3 Where such trials involve temporary variations to the terms of this Award, CIC will seek the prior agreement of the Unions whose members are involved which shall not be unreasonably withheld.
- 47.4 CIC and the Union(s) whose members are involved agree to progressively consolidate the outcome of all such trials prior to the planned review taking place.

48. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
- (1) whether the employee will convert to full-time or part-time employment; and

- (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(c) Occupational Health and Safety

- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.

(d) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

(e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

SCHEDULE A

SALARY LEVEL WORK DESCRIPTION

Level One - Salary Range \$30,894 pa to \$38,894.00 pa

This level is intended to apply to an employee without formal qualifications, who works under supervision and generally has limited understanding of irrigation or business practices. Indicative tasks an employee at this level may perform are as follows:

Administration

- All office filing and general office duties.
- Answering telephones and dealing with fax or other correspondence.
- Collecting, opening and distributing the mail.
- Maintaining the office and equipment in a clean and professional manner.
- Basic keyboard and computer operations.
- Routine deliveries.
- Report writing and basic communication skills.

Water Distribution, Maintenance, Construction, Monitoring and Testing

- General labouring including use of all motor vehicles, tractors and power driven equipment and tools.
- Water measurement and control structure regulations and operation.
- Dealing with customers, taking requests and handling minor complaints.
- Basic keyboard and computer operations.
- Water quality monitoring, sampling and testing.
- Removal of weeds, debris, carcasses and floating obstructions in the canals, channels and drains.
- Basic maintenance of the water distributions and drainage system, plant and vehicles, other machinery and equipment and infrastructure.
- Basic knowledge of licences held by CIC, the water supply contract and other business agreements used to service customers.
- Basic knowledge of water management.

Report writing and basic communication skills.

Level Two - Salary Range \$39,414.00 pa to \$48,894.00 pa

This level applies to employee who has satisfactorily completed appropriate training and includes employees who have completed specific training in the systems and procedures of CIC. This level is intended to apply to an employee capable of working without immediate supervision, capable of directing an employee of a lower level during the performance of their duties. Indicative tasks an employee at this level may perform, in addition to tasks at Level One, are as follows.

Administration

Handle all customer requests for services and information.

Perform reception duties, word processing, accounts payable/receivables.

Perform banking tasks and reconciliations.

Process transactions to the accounting system.

Administer purchasing procedures and records.

Assist all distribution and maintenance staff.

Complete routine tasks associated with the collection and interpretation of office information.

Water Distribution, Maintenance, Construction, Monitoring and Testing

Operate all plant and equipment.

Perform all water distribution, maintenance and monitoring work.

Respond to maintenance requests and perform basis wood and metal fabrication work.

Carry out water quality monitoring and testing procedures.

Control, monitor and record weeds.

Read and record water meter readings.

Liase with customers and contractors.

Perform routine computer tasks and operations.

Maintenance on and around the distribution system.

Report all defects requiring maintenance or construction.

Report any breeches of operating procedures by irrigators, customers or contractors.

Perform all end of season maintenance work.

Level Three - Salary Range \$48,063.00 pa to \$57,251.00 pa

This level applies to an employee capable of working alone or in a team, who has detailed experience and local knowledge of the CIA and associated systems and procedures. This person is responsible for the quality of their own work. The person would undertake a broader range of duties than employees at lower levels and is capable of directing employees at a lower level during the performance of their work. Indicative tasks an employee at this level may perform, in addition to tasks included in Levels One and Two:

Administration

Complete all management records and reporting procedures.

Prepare water sales accounts and maintain accurate and complete records.

Maintain and monitor all management data.

Use, maintain and report on all business procedures.

Water Distribution, Maintenance, Construction, Monitoring and Testing

Interpretation of detailed instructions or objectives relating to water distribution, maintenance or monitoring.

Preparation of procedures or tasks for the direction of other employees.

Overseeing of all contractor activities.

Supervision of employees in the performance of their duties in accordance with this Award.

Preparation of reports and the proper recording of information.

Level Four - Salary Range \$57,252.00 pa to \$67,551.00 pa

This level applies to an employee capable of working alone, experienced in the implementation of management systems, responsible for the quality of their own work, who can provide on-the-job training and supervision of staff at lower levels, who undertakes a broader range of duties than employees at lower levels and is required to provide service consistent with the continuous operation of the whole business. Indicative tasks an employee at this level may perform, in addition to tasks at Level One, are as follows.

Preparation of management and legislative business reports.

Compliance with license conditions and or professional standards.

Maintenance of all data and records.

Level Five - Salary Range \$67,552.00 pa to \$83,266.00 pa

This level applies to employee whose experience and knowledge enables the employee to co-ordinate work in a team environment, who can operate without supervision, capable of working from complex instructions/procedures and who provides job training an supervision at all levels. Indicative tasks an employee at this level may perform, in addition to tasks at Levels One to Four, are as follows:

Supervision and operations of all activities associated with the daily function of the business.

Preparation of information and reports.

Interpretation of activities associated with licence compliance, LWMP implementation or Best Management Practices.

SCHEDULE B**COMMON SALARY POINTS APPLICABLE TO THIS AWARD**

Salary points will include salaries within the point scale range to accommodate additional salary determinations made by the CEO, e.g. Salary Point 11 will include all salaries within the range \$31,147.83 to \$31,651.82

Salary Point	Lower Limit \$	Upper Limit \$
10	30,894.32	31,146.82
11	31,147.83	31,651.82
12	31,652.83	32,156.82
13	32,157.83	32,765.82
14	30,998.32	33,270.82
15	31,251.83	33,775.82
16	31,756.83	34,280.82
17	32,261.83	34,785.82
18	32,766.83	35,290.82
19	33,271.83	35,795.82
20	33,776.83	36,300.82
21	34,281.83	36,805.82
22	34,786.83	37,310.82
23	35,291.83	37,919.82
24	31,102.32	38,424.82
25	31,355.83	38,929.82
26	31,860.83	39,434.82
27	32,365.83	39,939.82
28	32,870.83	40,444.82
29	33,375.83	40,949.82
30	33,880.83	41,454.82
31	34,385.83	41,959.82
32	34,890.83	42,464.82
33	35,395.83	42,969.82
34	35,900.83	43,370.82
35	36,405.83	43,875.82
36	36,910.83	44,380.82
37	37,415.83	44,885.82
38	37,920.83	45,390.82
39	38,425.83	45,895.82
40	38,930.83	46,400.82
41	39,435.83	46,905.82
42	39,940.83	47,410.82
43	40,445.83	47,915.82
44	40,950.83	48,420.82
45	41,455.83	48,925.82
46	41,960.83	49,430.82
47	42,465.83	49,935.82
48	42,970.83	50,440.82
49	43,371.83	50,945.82
50	43,876.83	51,450.82
51	44,381.83	51,955.82
52	44,886.83	52,460.82
53	45,391.83	52,965.82
54	45,896.83	53,470.82
55	46,401.83	53,975.82
56	46,906.83	54,480.82
57	47,411.83	54,985.82

58	47,916.83	55,490.82
59	48,421.83	55,995.82
60	48,926.83	56,500.82
61	49,431.83	57,005.82
62	49,936.83	57,510.82
63	50,441.83	58,015.82
64	50,946.83	58,520.82
65	51,451.83	59,025.82
66	51,956.83	59,530.82
67	52,461.83	60,035.82
68	52,966.83	60,540.82
69	53,471.83	61,045.82
70	53,976.83	61,550.82
71	54,481.83	62,055.82
72	54,986.83	62,560.82
73	55,491.83	63,065.82
74	55,996.83	63,570.82
75	56,501.83	64,075.82
76	57,006.83	64,580.82
77	57,511.83	65,085.82
78	58,016.83	65,590.82
79	58,521.83	66,095.82
80	59,026.83	66,600.82
81	59,531.83	67,105.82
82	60,036.83	67,610.82
83	60,541.83	68,115.82
84	61,046.83	68,620.82
85	61,551.83	69,125.82
86	62,056.83	69,630.82
87	62,561.83	70,135.82
88	63,066.83	70,640.82
89	63,571.83	71,145.82
90	64,076.83	71,650.82
91	64,581.83	72,155.82
92	65,086.83	72,660.82
93	65,591.83	73,165.82
94	66,096.83	73,670.82
95	66,601.83	74,175.82
96	67,106.83	74,680.82
97	67,611.83	75,185.82
98	68,116.83	75,690.82
99	68,621.83	76,195.82
100	69,126.83	76,700.82
101	69,631.83	77,205.82
102	70,136.83	77,710.82
103	70,641.83	78,215.82
104	71,146.83	78,720.82
105	71,651.83	79,225.82
106	72,156.83	79,730.82
107	72,661.83	80,235.82
108	73,166.83	80,740.82
109	73,671.83	81,245.82
110	74,176.83	81,750.82
111	74,681.83	82,255.82
112	75,186.83	82,760.82
113	75,691.83	83,265.82

SCHEDULE C**Employee List for Subclause 25.1**

The following list of employees have more than 10 years service as of 15 February 1999. Subclause 25.1 is applicable to the following people:

Employee Name	Engagement Date
Margaret Fletcher	31/10/89
Mark Byrnes	30/5/77
Eddie Carter	27/2/67
David Crump	26/10/72
John Curphey	4/9/79
Earnie Freat	6/12/78
Greg Heath	11/8/83
Eric Hutchinson	13/11/78
Dennis Jones	21/10/80
Steve Knight	21/10/68
Pat Mitchell	19/3/79
Charlie Warr	1/8/80
Ian Irvin	3/1/89
Lance Dunbar	10/1/89

J.D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

COMMERCIAL TRAVELLERS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1651 of 2007)

Before Commissioner McLeay

20 November 2007

REVIEWED AWARD

1. Delete the words "ordinary duties: Provided that" appearing in the third paragraph of subclause (v) of clause 10, Remuneration, of the award published 9 November 2001 (329 I.G. 329) and insert in lieu thereof the following:

"ordinary duties; provided that"
2. Delete the apostrophe "'" after the word "companies'" appearing in the second paragraph of subclause (x) of Part A of clause 12, Locomotion.
3. Delete the words "contract of employment: Provided that" appearing in subclause (iii) of Part B of the said clause 12, and insert in lieu thereof the following:

"contract of employment; provided that"
4. Delete the words "an Wholesale Merchandiser" appearing in subclause (iv) of clause 13, Definitions, and insert in lieu thereof the following:

"a Wholesale Merchandiser"
5. Delete the words "own vehicle: Provided that" appearing in paragraph (e) of subclause (ii) of clause 15, Expenses, and insert in lieu thereof the following:

"own vehicle; provided that"
6. Delete the apostrophe "'" after the word "companies'" appearing in the second paragraph of subclause (x) of Part A of clause 16, Locomotion.
7. Delete the words "Dispute Procedures" appearing in the third paragraph of paragraph (d) of subclause (1) of clause 24, Personal/Carer's Leave, and insert in lieu thereof the following:

"Disputes Procedure"
8. Insert an apostrophe "'" in the word "employers" appearing in paragraph (d) of subclause (3) of the said clause 24, to read as follows:

"employer's"
9. Delete the words "Such advise shall be" appearing in subclause (v) of clause 38A, Deduction and Remittance of Union Membership Fees, and insert in lieu thereof the following:

"Such advice shall be"

10. Insert an apostrophe "" after the words "3 months" appearing in subparagraph (1) of paragraph (b) of subclause (iv) of clause 42, Redundancy, to read as follows:

"3 months'"
11. Delete the words "rate of pay: Provided the" appearing in clause 47, Repatriation Leave, and insert in lieu thereof the following:

"rate of pay; provided the"
12. Delete the words "Employers already provided" appearing in the first paragraph of subclause (5) of clause 49, Superannuation, and insert in lieu thereof the following:

"Employers already providing"
13. Delete subclauses (d) and (e) of clause 54, Area, Incidence and Duration, and insert in lieu thereof the following:
 - (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 20 November 2007.
 - (e) This award remains in force until varied or rescinded, the period for which it was made already having expired.

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (ABORIGINAL HOUSING OFFICE) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1690 of 2007)

Before Commissioner Ritchie

18 December 2007

REVIEWED AWARD

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Statement of Intent
4.	Work Environment
5.	Anti-Discrimination
6.	Grievance and Dispute Resolution Procedures
7.	Classifications and Salary Structures
8.	Working Hours
9.	Leave
10.	Travel Passes
11.	Deduction of Association Membership Fees
12.	Review Clause
13.	Area, Incidence and Duration

1. Title

This award will be known as the Crown Employees (Aboriginal Housing Office) Award 2007.

2. Definitions

"Chief Executive Officer" means the Chief Executive Officer of the Aboriginal Housing Office.

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

"Employees" means all those persons who are permanently or temporarily employed under the *Public Sector Employment and Management Act 2002* and who are employed in a classification under this award, except officers employed in the Senior Executive Service.

3. Statement of Intent

3.1 This award aims to provide appropriate, flexible workplace conditions within the Aboriginal Housing Office (AHO) to ensure that the AHO can:

operate in accord with the provisions of the *Aboriginal Housing Act 1998*;

provide its services efficiently and effectively to meet the diverse interests and needs of its clients and stakeholders; and

ensure that the professionalism, dedication and commitment of management and employees are recognised and valued.

In addition, this award is intended to facilitate and support the employment of Aboriginal people within the AHO.

3.2 This Award should be read in conjunction with the Memorandum of Understanding between the AHO and the Association dated February 2000.

3.3 The Parties to this Award are:

The Director of Public Employment and Chief Executive Officer of the Aboriginal Housing Office, and

The Association on behalf of the employees of the Aboriginal Housing Office.

4. Work Environment

4.1 The AHO will meet its responsibilities with respect to the occupational health and safety of AHO employees in accordance with the *Occupational Health and Safety Act 2000* and its associated regulations.

4.2 The AHO is committed to equality of opportunity in employment and will seek to ensure that this commitment is reflected in all its operations, within the framework of its policy of seeking to maximise the sustainable employment of Aboriginal people both within the AHO and within the Aboriginal housing sector.

4.3 The AHO will require management and employees to meet their responsibilities under the *Anti-Discrimination Act 1977* to ensure that the AHO is a workplace free from harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer.

5. Anti-Discrimination

5.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

5.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award that, by its terms or operation, has a direct or indirect discriminatory effect.

5.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

5.4 Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

5.5 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.

5.6 (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

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

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

6. Grievance and Dispute Resolution Procedures

6.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.

6.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.

6.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.

6.4 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.

6.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.

6.6 The Department Head may refer the matter to the Director of Public Employment for consideration.

6.7 If the matter remains unresolved, the Department Head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.

6.8 An employee, at any stage, may request to be represented by the Association.

6.9 The employee or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

6.10 The employee, Association, department and Director of Public Employment shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

6.11 Whilst the procedures outlined in subclauses 6.1 to 6.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

At any stage of this process either party may request that the situation be referred to an independent mediator. Aboriginal employees have the right to have the matter referred to an Aboriginal mediator if they request this.

7. Classifications and Salary Structures

- 7.1 All AHO employees will be paid in accordance with the salary structures set out in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 and/or the Crown Employees (Public Sector - Salaries 2007) Award or their successors.
- 7.2 AHO trainees will be paid at the levels of salary established by the Clerks General Scale set out in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 or its successors, with previous years of paid employment determining the salary up to a maximum of ten years.
- 7.3 At the time of making this award, all employees are classified as Clerks. However, individual positions (and hence the employees occupying those positions) will have a title which reflects the role and functions of the position and which is meaningful to AHO clients and stakeholders.
- 7.4 Incremental progression for all employees will be subject to a satisfactory performance report recommending progression.

8. Working Hours

- 8.1 Normal business hours of the AHO will be 8.45 am to 5.00 pm.
- 8.2 Normal contract hours for employees are 35 hours per week, Monday to Friday.
- 8.3 The following provisions shall be read and applied in conjunction with clause 11, Working Hours of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.
 - 8.3.1 A standard working day is 9.00 am to 5.00 pm Monday to Friday
 - 8.3.2 The bandwidth is from 7.30 am to 6.00 pm. Bandwidth hours may be varied to meet the needs of the AHO or the personal needs of the employee by agreement between an employee and their manager, subject to paragraph 8.3.5 and provided that changing the bandwidth does not incur additional payments for overtime or meal allowance.
 - 8.3.3 Coretime is between 9.30 am and 3.30 pm. Coretime is the period during the day when all employees are required to be on duty, unless on authorised leave. The lunch break is not part of coretime.

Coretime may be varied by agreement between an employee and their manager, subject to paragraph 8.3.5. Where the bandwidth is substantially varied in accordance with paragraph 8.3.2, coretime should likewise be varied.
 - 8.3.4 The lunch break may be taken within the period between 11.30 am and 2.30 pm.

The minimum lunch period is 30 minutes, and the normal lunch period is one hour.

An employee may, with the approval of their manager, extend the lunch period up to 2½ hours, provided that this longer lunch break does not prevent the proper functioning of their section.
 - 8.3.5 A flexible and adaptable approach to working hours will be adopted to meet peak work demands, service delivery requirements, and the personal circumstances of AHO employees.

Flexible working hours will only be available on the condition that an adequate service is maintained at all times. Services provided by the AHO will not be withdrawn to accommodate the absence of employees under any flexible working hours arrangements.

Flexible working hours arrangements are subject to organisational requirements. An employee's attendance outside the hours of a standard work day, but within the bandwidth shall be subject to the availability of work.

9. Leave

- 9.1 Support will be provided to Aboriginal employees with respect to their extended family, cultural and ceremonial obligations and their involvement in their communities through the approval of flex and other appropriate leave.
- 9.2 Leave will be authorised and supported in accordance with clauses 69 to 87 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or its replacement.
- 9.3 Flex leave entitlements will be extended to accommodate and recognise additional hours which may be required to be worked to meet the needs of the AHO, and to provide greater flexibility to meet the personal needs of individual employees.
- 9.4 Flexible working hours as defined in clause 21 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 are varied as follows:

A maximum of 18 flex days may be taken in a year. The year will commence with the first flex period in July each year, and conclude at the end of the last flex period commencing in June each year.

Up to 2 flex days may be taken in any flex period, subject to paragraph 8.3.5 and the approval of the manager.

Flexitime credits in excess of 10 hours at the end of each flex period may be saved up to a limit of 42 hours (6 days) being held at any one time.

On one occasion in a year between 1 and 5 consecutive days may be taken in addition to the 2 day/s available in the flex period, subject to paragraph 8.3.5 and the approval of the manager.

Approval is required prior to granting any flex leave. Five working days notice is required when 2 or more flex days are requested. This requirement may be waived for exceptional circumstances.

10. Travel Passes

The AHO will fund an up front payment on behalf of interested permanent employees to purchase an annual public transport travel pass (either rail, bus, ferry or a combination of these). Employees in turn will agree to repay this up front payment over 12 months through regular fortnightly deductions from after tax salary. This offer must be taken up by a date to be stipulated for a minimum period of 12 months. The cost of any Fringe Benefit Tax (FBT) implications for employees taking up this offer must be met by the relevant individual employee.

11. Deduction of Association Membership Fees

- 11.1 The Association shall provide the AHO with a schedule setting out union fortnightly membership fees payable by members of the Association in accordance with the union's rules.
- 11.2 The Association shall advise the AHO of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the AHO at least one month in advance of the variation taking effect.
- 11.3 Subject to subclauses 11.1 and 11.2 of this clause, the AHO shall deduct union fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the union's rules, provided that the employee has authorised the AHO to make such deductions.

- 11.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' union membership accounts.
- 11.5 Unless other arrangements are agreed to by the AHO and the Association, all union membership fees shall be deducted on a fortnightly basis.
- 11.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deduction to continue.

12. Review Clause

Should there be any variation to the Crown Employees (Public Sector – Salaries 2007) Award, or an Award replacing it, during the term of this award, by way of salary increase, or other benefit to the public service, this award shall be varied to give effect to any such salary increase, or other benefit from the operative date of the variation of the former award, or replacement award.

Employees are entitled to the conditions of employment provided by this award and by the *Public Sector Employment and Management Act 2002* and the *Public Sector Employment and Management (General) Regulation 1996*. The provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any replacement award, also apply to employees covered by this award, except where specifically varied by this award.

13. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the Crown Employees (Aboriginal Housing Office 2004) Award published 12 November 2004 (347 IG 288), as varied.

The changes made to the Award pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect from 5 December 2007.

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

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (HOUSEHOLD STAFF - DEPARTMENT OF EDUCATION AND TRAINING) WAGES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1684 of 2007)

Before Commissioner Ritchie

18 December 2007

REVIEWED AWARD

Clause No. Subject Matter

1. Arrangement

Section 1 – Application and Operation of award

1. Arrangement
2. Title
3. Dictionary
4. Area, Incidence and Duration

Section 2 - Type and categories of employment, employment relationship

5. Classification Structure

Section 3 - Performance and Development

6. Training and Development
7. Multi-skilling
8. Performance Management Scheme

Section 4 - Wage and related matters

9. Wages
10. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
11. Higher Duties
12. Broken Shift Allowance

Section 5 - Hours of work

13. Hours of Work
14. Work performed on weekends
15. Public Holidays
16. Overtime

Section 6 - Leave

17. Leave
18. Family and Community Service Leave
19. Bereavement Leave
20. Personal/Carer's Leave

21. Parental Leave

Section 7 - Work Environment

22. Anti-discrimination

23. Flexible Work Organisation

24. Secure Employment

Section 8 – Dispute resolution and facilitative provisions

25. Deduction of Union Membership Fees

26. Dispute and Grievance Resolution Procedures

SCHEDULES

SCHEDULE A - MONETARY RATES

Table 1 – Wages

Table 2 – Allowances

2. Title

This award shall be known as the Crown Employees (Household Staff - Department of Education and Training) Wages and Conditions Award.

3. Dictionary

- 3.1 "Act" means the *Public Sector Employment and Management Act 2002*.
- 3.2 "ALHMWU" means Australian Liquor, Hospitality and Miscellaneous Workers Union, Liquor and Hospitality Division, New South Wales Branch.
- 3.3 "Casual Employee" means any employee engaged as such who is not an officer or temporary employee.
- 3.4 "Employee" means a person employed in any capacity under the provisions of the Act as Household Staff.
- 3.5 "Department" means the Department of Education and Training, as specified in Schedule 1 of the Act.
- 3.6 "Household Staff" means and includes all employees employed in a residential agricultural high school as:
- "Household Staff Grade 1" and occupies a position of Kitchen Hand or Useful, Cleaner, Room Attendant, Dining Room Attendant, Laundry Attendant, Stores Steward;
- "Household Staff Grade 2" and occupies a position of Butcher (casual), Cook (unqualified);
- "Household Staff Grade 3" and occupies a position of Laundry Supervisor, Cook (qualified), Dining Room Supervisor, Housekeeper/Cleaning Supervisor;
- "Household Staff Grade 4" and occupies a position of First Cook (qualified);
- "Household Staff Grade 5" and occupies a position of Catering Supervisor.
- 3.7 "Normal Work" means the duties and responsibilities relevant to the statement of duties or position description of an employee or employees.

- 3.8 "Principal" means a teacher appointed as such to be responsible for the management, organisation, supervision and efficiency of a residential agricultural high school and all departments within that school or his or her nominee.
- 3.9 "Regulation" means the Public Sector Employment and Management (General) Regulation, 2002.
- 3.10 "Residential Agricultural High School" means Farrer Memorial Agricultural High School, Hurlstone Agricultural High School or Yanco Agricultural High School or any other school classified as such by the Director-General.
- 3.11 "Wage Rates" means the ordinary time rate of pay for the employee's grading, excluding shift allowances, weekend penalties, and all other allowances not regarded as wages.

4 Area, Incidence and Duration

- 4.1 This award covers all household staff, employed under the Act in a Residential Agricultural High School in the following classifications:

Household Staff Grade 1
 Household Staff Grade 2
 Household Staff Grade 3
 Household Staff Grade 4
 Household Staff Grade 5

- 4.2 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Household Staff - Department of Education and Training) Wages and Conditions Award published 22 October 2004 (346 I.G. 961) and all variations thereof.
- 4.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 18 December 2007.

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

5. Classification Structure

- 5.1 Household Staff - Grade 1

Household staff Grade 1 means a person employed in the following classifications: Kitchenhand, Useful, Cleaner, Dining Room Attendant, Laundry Attendant, Stores Steward.

A Grade 1 position is one where the employee:

undertakes for a substantial part of the time routine or repetitive duties involving the application of clearly prescribed standard procedures requiring the use of some discretion; and

works under direct supervision, either individually or as a member of a team, to a level of training held by the individual.

Without limiting the foregoing, a Grade 1 employee may be required to perform the following indicative duties:

non-cooking duties in the kitchen including the assembly, preparation and measurement of food items;

completion of basic stock control documentation such as requisition and ordering of goods;

general cleaning of dormitories, dining areas or other public areas of the boarding school;

purchasing and stock control duties, including receipt, ordering and inventory control of goods, ordering goods of a type directed by the employer from approved suppliers;

general room attendant duties in boarding houses; and

repairs to linen or clothing.

5.2 Household Staff - Grade 2

Household staff Grade 2 means a person employed in the following classifications: Butcher (casual), Cook (unqualified).

A Grade 2 position is one where the employee:

undertakes duties which involve some initiative and decision making to a level of training held by the individual; and

has responsibility for the quality of their own work subject to routine supervision.

Without limiting the foregoing, a Grade 2 employee may be required to perform the following indicative duties:

basic cooking duties including the preparation of standard meals, baking and pastry cooking of a variety of food items;

butchering and preparation of the various cuts of mutton, beef and pork, as required by the daily menus; and

clean and conduct routine maintenance of equipment, eg. band saw, mincer, hand saw, knives, in compliance with occupational health and safety requirements and ensure that all work processes comply with the legislative requirements set by the NSW Meat Industry Authority.

5.3 Household Staff - Grade 3

Household staff Grade 3 means a person employed in the following classifications: Laundry Supervisor, Dining Room Supervisor, Housekeeper/Cleaning Supervisor, Cook (qualified).

A Grade 3 position is one where the employee:

works under minimal supervision to a level of training held by the individual;

plans their own and other work schedules as approved by the employer;

assists in the training and supervision of employees at lower levels; and

is competent in technical areas as required for the position.

Without limiting the foregoing, a Grade 3 employee may be required to perform the following indicative duties:

general cooking duties including the preparation of standard meals, baking and pastry cooking of a variety of food items;

supervise persons in the delivery of goods or items to students from the dining room;

is responsible for the supervision and control of domestic staff and who may be required to perform the duties of domestic staff; and

manages all facets of the boarding school's cleaning services including the preparation of duty rosters and supervision of staff to ensure the provision of an efficient cleaning and laundry service.

5.4 Household Staff - Grade 4

Household staff Grade 4 means a person employed in the classification of First Cook (qualified).

A Grade 4 position is one where the employee:

receives limited instructions regarding work assignments and usually works without supervision;

is regularly required to exercise independent initiative and judgement;

directly supervises a small group of employees in a section of the school;

would be expected to have completed an apprenticeship or have passed the appropriate trade test in cookery, baking or pastry cooking and have completed appropriate additional training and who is engaged in supervising other trade-qualified cooks; or

would be expected to have undertaken and completed skill developing programs relevant to the skills and duties required to be undertaken. This requirement may be satisfied by Department of Education and Training sponsored programs, relevant trade qualification and/or post-secondary training which may include TAFE training or recognition of relevant prior learning or practical experience accepted by the Department.

Without limiting the foregoing, a Grade 4 employee may be required to perform the following indicative duties:

cooking duties including a la carte cooking, baking, pastry cooking or butchery and the supervision of the operation;

oversee proper preparation of ingredients by kitchen staff in time for cooking and maintain detailed account of daily menus in Chef's Register;

conduct daily routine maintenance and cleaning of kitchen equipment and facilities; and

conduct routine maintenance and thorough cleaning of kitchen equipment and facilities during school vacation breaks.

5.5 Household Staff - Grade 5

Household staff Grade 5 means a person employed in the classification of Catering Supervisor.

A Grade 5 position is one where the employee:

requires minimal instruction in the performance of their duties;

exercises substantial responsibility and independent initiative and judgement with a detailed knowledge of workplace procedures and of the employer's business;

has responsibility for employees in one or more sections of the school; and

is required to have undertaken and completed post-secondary training provided by an accredited training provider relevant to the tasks required by the Department for this grade, or has engaged in extensive equivalent in-service training, or has significant and substantial technical and procedural knowledge which is regarded by the Department to be equivalent to the required post-secondary training.

Without limiting the foregoing, a Grade 5 employee may be required to perform the following indicative duties:

menu planning and preparation of duty rosters; and supervision of staff to ensure provision of efficient catering service; and

supervision, training and co-ordination of staff, responsibility for their efficient allocation and control, in one or more sections of the school.

6. Training and Development

- 6.1 The principal will review, on annual basis, training and development opportunities for household staff.
- 6.2 Training and development will be based on:
 - 6.2.1 current and future job needs and career path planning; and
 - 6.2.2 recognition of each employee's previous learning and building on this through the gaining of new skills/competencies.
- 6.3 Attendance of household staff at approved training and development activities during the hours of 6.00 am to 8.00 pm is to be regarded as being on duty.
- 6.4 Approved training and development activities will be conducted, wherever possible, between the hours of 6.00 am to 8.00 pm.
- 6.5 Any actual necessary expenses relating to travel, meals and accommodation incurred in attending approved training and development activities will be reimbursed by the Department.

7. Multi-skilling

- 7.1 Taking into account an employee's experience and training, a principal may require an employee to perform any of the duties appropriate to their classification or of a lower classification without any reduction in pay.

8. Performance Management Scheme

- 8.1 Objectives -
 - 8.1.1 Develop and improve the quality of employee performance.
 - 8.1.2 Focus work on the objectives of the Department's strategic plan and the school's plan.
 - 8.1.3 Provide performance related guidance and feedback on performance and achievements of objectives.
 - 8.1.4 Provide opportunities for employees to provide input into school planning.
 - 8.1.5 Support employee's career development needs.
- 8.2 Principles -
 - 8.2.1 The work of employees is centred on providing support to schools as identified in the school's plan.
 - 8.2.2 Performance Management:
 - (i) Focuses on the achievement of agreed objectives based on the Department's strategic plan and the school's plan;
 - (ii) Focuses on recognition of employee performance and development of skills;

- (iii) Provides feedback which enables employees to improve the quality of their work;
- (iv) Is a continuous and systematic process with clearly stated purposes;
- (v) Provides for review and reassessment of the roles and responsibilities of employees within the context of changes in the school's plan; and
- (vi) Includes regular progress review meetings and an annual performance meeting between the employee and supervisor to provide feedback on performance and achievements and to identify training and development needs.

8.3 Process -

8.3.1 The employee and supervisor will use negotiated processes to decide upon:

- (i) The work objectives of the individual employee consistent with the priorities identified in the school's plan;
- (ii) The frequency of regular progress meetings using as a base a minimum of four meetings per year; and
- (iii) Procedures for documenting and reporting on achievement, and providing feedback on achievement.

8.4 Documentation -

8.4.1 Documentation should be kept to a minimum and should satisfy all parties that a process has taken place and has been evaluated. Documentation should remain confidential to the participants.

8.4.2 Regular progress review meetings do not require documentation unless agreed to by the employee and the supervisor.

8.4.3 The annual performance meeting provides an overall evaluation for the review period in which the supervisor, in consultation with the employee will write an annual report summarising:

- (i) Performance and achievements during the year.
- (ii) Training and development plans for the ensuing year.
- (iii) Work objectives for the ensuing year.

9. Wages

9.1 Subject to the provisions of the Act, and the regulations thereunder, the wage rates as set out in Table 1 - Wages, of Schedule A, Monetary Rates shall be paid to full time employees appointed to the positions specified.

9.2 The maximum rates of pay for part time employees shall be the hourly equivalent of the ordinary weekly rate of pay of the classification in which the employee is engaged for the actual number of hours worked.

9.3 The hourly equivalent for the purpose of subclause 9.2 shall be:

9.3.1 based on 38 hours per week where a part time employee is not accruing credits towards rostered days off but is paid only for hours worked; or

9.3.2 based on 40 hours per week where a part time employee is accruing credit for time worked towards rostered days off in accordance with subclause 13.2 of this award.

- 9.4 Casual employees shall be paid at the rate of one thirty eighth of the weekly rates prescribed in respect of the classification for which the employee is casually employed, with a minimum of three hours pay for each engagement, with additional loadings as follows:
- 9.4.1 a loading of 33 1/3% for casual work Monday to Friday;
- 9.4.2 a loading of 50% for casual work on Saturday;
- 9.4.3 a loading of 75% for casual work on Sunday;
- 9.4.4 a loading of 150% for casual work on a public holiday.
- 9.5 The casual loading of 33 1/3% for casual work Monday to Friday consists of 25% plus 8 1/3% or one twelfth pro-rata annual leave.
- 9.6 The casual hourly rates of pay are inclusive of all forms of leave except for long service leave entitlements which accrue according to the provisions of the *Long Service Leave Act 1955*.
- 9.7 The wage rates as set out in Table 1 - Wages, of Schedule A, Monetary Rates shall be adjusted in line with the Crown Employees (Wages Staff) Rates of Pay Award or any variations to or successor instruments to the said award.

10. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 10.1 An employee may elect, subject to the agreement of the Department to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 7 - Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation of the Crown Employees Wages Staff (Rates of Pay) Award 2005 or any variation to or successor instruments to the said award shall apply.

11. Higher Duties

- 11.1 Provisions related to higher duties and acting allowances are prescribed in the Regulation.
- 11.2 Payment of higher duties is not to be made to another employee for undertaking some or all of the duties of an employee who is absent on a rostered day off.

12. Broken Shift Allowance

- 12.1 The additional payment prescribed by this clause shall not apply to time worked on Saturday and Sunday where allowances are payable in terms of clause 14, Work Performed on Weekends, or in the computation of overtime rates.
- 12.2 Employees who are required to work a broken shift shall be paid an amount as set out in Schedule A Table 2 - Allowances, as a broken shift allowance.

13. Hours of Work

- 13.1 Subject to subclause 13.1.3 of this clause the ordinary hours of work shall not exceed an average of 38 hours per week where a weekly roster is observed or 76 hours per fortnight where a fortnightly roster is observed. Such ordinary hours shall be worked in five days on a weekly roster or in ten days on a fortnightly roster and within a margin of fourteen hours per day provided that in order to provide household staff with greater flexibility and to provide the schools with improved efficiency in rostering provisions:
- 13.1.1 the margin for the ordinary hours of work on any one day shall be 6.00 am to 8.00 pm. The margin of hours shall be calculated from the time of starting to the time of finishing and shall include all time for meals.

- 13.1.2 the actual ordinary hours worked by a full time employee in any week may, by written agreement between the principal and the employee, be averaged over a period of four weeks between the hours of 6.00 am and 8.00 pm provided that:
- (i) the total ordinary hours worked in the four week period must not exceed 152 hours;
 - (ii) full time employees are required to be on duty for a minimum of three hours on any one rostered day.
- 13.1.3 the ordinary hours as specified in subclause 13.1 of this clause shall be arranged so that the hours worked on each day shall include a proportion of one hour (such proportion will be on the basis of 0.4 of one hour for each eight ordinary hours worked). The proportion shall accumulate to allow the employee to take one rostered day off in each twenty day, four week cycle, paid for as though worked, with a maximum of twelve days per annum.
- 13.1.4 where the day off provided under subclause 13.1.3 of this clause is taken on a rostered basis, where practicable the day chosen shall be one preceding or following the employee's normal rostered day(s) off. Another day shall be substituted where a public holiday occurs on the rostered day off.
- 13.1.5 by agreement of the principal rostered days off may accumulate and may be scheduled during the appropriate vacation periods to suit the needs of the employer. Such accumulation is not to exceed five days. Dates for the taking of such accumulated leave shall be agreed mutually between the employee and principal throughout the year.
- 13.1.6 an employee who has not worked a complete four week cycle shall receive pro rata accrued entitlements in respect of the rostered day off.
- 13.1.7 each day of paid sick leave taken during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 13.1.8 accrued rostered days off, where taken, shall be regarded as days worked for accrual purposes in the particular twenty day shift cycle.
- 13.1.9 time towards a rostered day off shall not accrue whilst an employee is on the first four weeks of recreation leave accrued each year.
- 13.1.10 where an employee is absent on extended leave and/or worker's compensation during a cycle and returns prior to the end of that cycle, time absent during that cycle shall count towards the accrual of time for the purpose of taking a rostered day off during that cycle. An employee who is absent on extended leave and/or worker's compensation for a full cycle shall not be entitled to accumulate time towards a rostered day off during that cycle.
- 13.1.11 employees on an ordinary weekly or fortnightly roster shall be granted two days off duty each week.
- 13.1.12 shift rosters may be changed on seven days notice or at any time by mutual consent, or in exceptional circumstances on twelve hours notice if rendered necessary by the absence of other employees from duty or shortage of staff, or other exceptional circumstances.
- 13.2 Part time employees who work regular hours on a five day basis shall be entitled, by mutual agreement between the principal and the employee, to the benefit of the 38 hour week, 19 day month on a pro rata basis.
- 13.3 Casual employees shall not be eligible to accumulate time in accordance with the provisions of this award for the benefit of the 38 hour week, 19 day month.
- 13.4 The starting and finishing times of employees shall be as determined by the principal to suit the needs of the school following consultation with the employees.

- 13.5 Employees cannot be required to work more than five hours in one continuous period without an unpaid meal break of at least 30 minutes.
- 13.6 No employee shall be eligible for sick leave when on rostered days off arising from the 38 hour week, 19 day month.

14. Work Performed on Weekends

- 14.1 Time worked on Saturdays and Sundays, other than that worked as overtime, shall be paid for at the rate of:

Saturday - time and one half;

Sunday - time and three quarters;

provided that a shift in which the majority of hours are worked on a Saturday or Sunday shall, for the purpose of this clause, be regarded as a Saturday or Sunday shift as the case may be.

15. Public Holidays

- 15.1 Provisions relating to public holidays are prescribed in the Regulation.
- 15.2 Where an employee is required to and does work on a public holiday, the employee shall be paid double time and a half for time worked. Such payment shall be in lieu of any other penalty rates that would have been payable had the day not been a public holiday.
- 15.3 Where a public holiday falls on an employee's normal rostered day off and the employee is not required to work on that day, the employee shall be paid one day's pay for the public holiday or have one day added to their annual holidays for each such day. Provided that this provision shall not apply to an employee who is regularly rostered to work Monday to Friday and the public holiday falls on a Saturday or Sunday.

16. Overtime

- 16.1 The principal may require any employee to work reasonable overtime and such employee shall work overtime in accordance with such requirement, provided that an employee shall have ten hours off duty between the termination of work on one day and the commencement of ordinary work on the next day.
- 16.2 Subject to clause 16.1, the principal may require an employee to work reasonable overtime at overtime rates.
- 16.3 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 16.4 For the purposes of clause 16.2 what is unreasonable or otherwise will be determined having regard to:
- (i) any risk to an employee's health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if given) by the principal of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

- 16.5 Subject to the provisions of clause 13 of this award, overtime at the rate of time and one-half for the first two hours and double time thereafter shall be paid for all time worked:
- 16.5.1 in excess of the daily rostered hours on any one day (inclusive of time worked for accrual purposes in accord with the provisions for a 38 hour week, 19 day month); or
 - 16.5.2 in excess of 38 hours per week where a weekly roster is observed; or
 - 16.5.3 in excess of 76 hours per fortnight where a fortnightly roster is observed; or
 - 16.5.4 in excess of 152 hours per four week period where a four week roster is observed; or
 - 16.5.5 on normal rostered days off; or
 - 16.5.6 in excess of the maximum spread of hours (inclusive of the time worked for accrual purposes in accordance with the provisions of a 38 hour week, 19 day month).
- 16.6 Provided that overtime worked on Sundays shall be paid for at the rate of double time and where an employee is brought in to work overtime on a Sunday which is the employee's rostered day off, the employee shall be paid for such overtime with a minimum payment of four hours at that rate and provided that overtime worked on a public holiday shall be paid at the rate of double time and one half.
- 16.7 An employee required to work overtime of two hours or more without being notified on the previous day or earlier shall be supplied with a meal by the employer.
- 16.8 In computing overtime each day's work shall stand alone.
- 16.9 For the purpose of calculating overtime payments, the hourly rate of pay shall be determined by dividing the weekly rate of pay by 38.
- 16.10 An employee who works overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of time worked.
- 16.11 The following provisions shall apply to the leave in lieu:
- 16.11.1 the employee shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the employee intends to take leave in lieu of payment;
 - 16.11.2 the leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause;
 - 16.11.3 the leave must be taken at the convenience of the school, except when leave in lieu is being taken to look after a sick family member in terms of subclause 20.1.1 of this award;
 - 16.11.4 the leave shall be taken in multiples of a quarter day;
 - 16.11.5 leave in lieu accrued in respect of overtime worked on days other than public holidays shall be given by the school and taken by the employee within three months of accrual unless alternate local arrangement have been made;
 - 16.11.6 at the employee's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the employee's annual leave and may be taken in conjunction with annual leave; and
 - 16.11.7 an employee shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

17. Leave

17.1 General -

17.1.1 General leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Act and Regulation.

17.2 Stand Down -

17.2.1 When schools are in recess and it is necessary to stand down staff, employees employed in such schools shall be paid half ordinary pay for the period during which they have been stood down, provided that they have been continuously employed for the school term immediately preceding and for the school term immediately following the period of recess.

17.3 Additional Leave -

17.3.1 Employees who are regularly rostered to perform duty on Sundays and public holidays shall be granted additional leave on the following basis:

Number of Ordinary Shifts Worked on Sundays and/or Public Holidays	Additional Leave
4-10	1 additional days leave
11-17	2 additional days leave
18-24	3 additional days leave
25-31	4 additional days leave
32 or more	5 additional days leave

17.4 Sick Leave -

17.4.1 Sick leave shall be granted in accordance with Public Sector Employment and Management (General) Regulation 1996, Part 6, Division 9.

17.4.2 No employee shall be eligible for sick leave when on rostered leave arising from the 38 hour week, 19 day month.

17.4.3 In accordance with existing provisions, the employer will exercise the right to call for proof of illness.

17.5 Annual Leave Loading -

17.5.1 An employee, other than a casual employee, is entitled to payment of an annual leave loading of 17.5% on the monetary value of up to four weeks recreation leave accrued in a leave year provided that:

- (i) where additional leave is accrued by an employee as compensation for work performed regularly on Sundays or public holidays, the annual leave loading shall be calculated on five weeks; and
- (ii) shift workers proceeding on recreation leave are eligible to receive the more favourable of:
 - (a) the shift premiums and penalty rates which they would have received had they not been on recreation leave; or
 - (b) 17.5% annual leave loading.

18. Family and Community Service Leave

- 18.1 The principal of the school shall, in the case of emergencies or in personal or domestic circumstances, grant to an employee some or all of the available family and community service leave on full pay.
- 18.2 Such cases may include, but are not limited to, the following:
- 18.2.1 compassionate grounds, such as the death or illness of a close member of the family or a member of the employee's household;
 - 18.2.2 accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - 18.2.3 emergency or weather conditions, such as when flood, or snow, etc., threaten and/or prevent an employee from reporting for duty; and
 - 18.2.4 other personal circumstances, such as citizenship ceremonies, parent/teacher interviews or attending a child's school for other reasons.
- 18.3 Attendance at court by an employee to answer a charge for a criminal offence, if the principal of the school considers the granting of family and community service leave to be appropriate in a particular case.
- 18.4 Employees who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games).
- 18.5 Employees 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 absences during normal working hours.
- 18.6 The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to an employee shall be the greater of the leave provided in subclauses 18.6.1 and 18.6.2:
- 18.6.1 two and a half of the employee's working days in the first year of service and, on completion of the first year's service, five of the employee's working days in any period of two years; and
 - 18.6.2 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 employee.
- 18.7 If available family and community service leave is exhausted as a result of natural disasters, the principal of the school shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person defined in subclause 20.1.3, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to an employee.
- 18.8 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with subclause 20.1 shall be granted when paid family and community service leave has been exhausted.

19. Bereavement Leave

- 19.1 Where available family and community service leave is exhausted an employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause 20.1.3 below.

- 19.2 The employee must notify the principal as soon as practicable of the intention to take bereavement leave and will, if required by the principal, provide to the satisfaction of the principal proof of death.
- 19.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave in subclause 20.1.3, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 19.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 19.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 20.2, 20.3, 20.4, 20.5 and 20.6. In determining such a request the principal will give consideration to the circumstances of the employee and the reasonable operational requirements of the school.
- 19.6 Subject to the evidentiary and notice requirements in 19.2, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 20.1.3 of 20. Personal/Carer's Leave.
- 19.7 The employer and employee shall agree on the period for which the employee will not be entitled to be available to attend work. In the absence of agreement, the employee is entitled to not be available for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non attendance.
- 19.8 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

20. Personal/Carer's Leave

20.1 Use of Sick Leave Entitlements

20.1.1 When family and community service leave is exhausted, an employee, other than a casual employee, with responsibilities in relation to a category of person set out in subclause 20.1.3 of this clause who needs the employee's care and support, shall be entitled to use, available paid sick leave, subject to the conditions specified in this clause, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

20.1.2 The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous three years. In special circumstances, the Director-General may grant additional sick leave from the sick leave accumulated during the employee's eligible service.

20.1.3 The entitlement to use sick leave in accordance with this clause is subject to:

- (i) The employee being responsible for the care and support of the person concerned; and
- (ii) The person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or of spouse or of de facto spouse of the employee; or

- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis;
- (e) or a relative of the employee who is a member of the same household, where for the purposes of this definition:
 - 1. "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - 2. "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.

20.1.4 An employee shall, wherever practicable, give the principal notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the principal by telephone of such absence at the first opportunity on the day of absence.

20.1.5 Subject to the evidentiary and notice requirements in 20.1.4, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 20.1.3 of 20. Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

20.1.6 The employer and the employee shall agree on the period for which the employee will not be entitled to be available to attend work. In the absence of agreement, the employee is entitled to not be available for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non attendance.

20.1.7 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

20.2 Use of Unpaid Leave for Family Purposes

20.2.1 An employee may elect, with the consent of the principal, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subclause 20.1.3 above who is ill.

20.3 Use of Annual Leave -

20.3.1 An employee may elect with the consent of the principal, subject to the *Annual Holidays Act* 1944 to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties to care for a person prescribed in subclause 20.1.3 of 20. Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

20.3.2 An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

20.3.3 Access to annual leave, as prescribed in subclause 20.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.

20.3.4 An employee may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

20.4 Use of Time Off in Lieu of Payment for Overtime -

20.4.1 An employee may elect, with the consent of the principal, to take time off in lieu of payment for overtime at a time or times agreed with the principal within twelve months of the said election.

20.4.2 If, having elected to take time as leave in accordance with subclause 20.4.1 above, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the twelve month period or on termination.

20.4.3 Where no election is made in accordance with subclause 20.4.1, the employee shall be paid overtime rates in accordance with clause 16 of this award.

20.5 Use of Make-up Time

20.5.1 An employee may elect, with the consent of the principal, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at a later time, during the spread of ordinary hours, at the ordinary rate of pay.

20.5.2 An employee on shift work may elect, with the consent of the principal, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

20.6 Use of Rostered Days Off

20.6.1 An employee may elect, with the consent of the principal, to take a rostered day off at any time.

20.6.2 An employee may elect, with the consent of the principal, to take rostered days off in part day amounts.

20.6.3 An employee may elect, with the consent of the principal, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the principal and employee, or subject to reasonable notice by the employee or the principal.

20.6.4 This subclause is subject to the Director-General informing the ALHMWU of any intention to introduce an enterprise system of rostered day off flexibility, and providing a reasonable opportunity for the ALHMWU to participate in negotiations.

21. Parental Leave

21.1 Parental leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Act and Regulation and will be in addition to those set out in the *Industrial Relations Act 1996* (NSW) and the Regulation.

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

the employee or employee's spouse is pregnant; or

the employee is or has been immediately absent on parental leave.

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

21.3 Right to Request

21.3.1 An employee entitled to parental leave may request the employer to allow the employee:

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

to assist the employee in reconciling work and parental responsibilities.

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

21.3.3 The employee's request and the employer's decision made under 21.3.1 (ii) and 21.3.1 (iii) must be recorded in writing.

21.3.4 Where an employee wishes to make a request under 21.3.1 (iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

21.4 Communication During Parental Leave

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

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

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

21.4.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 21.4.1.

22. Anti-Discrimination

22.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age, and responsibilities as a carer.

22.2 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.

22.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

22.4 Nothing in this clause is to be taken to affect:

22.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation; offering or providing junior rates of pay to persons under 21 years of age;

22.4.2 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and

22.4.3 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

22.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

23. Flexible Work Organisation

23.1 In order to improve services to students or to improve employee's working arrangements, the following process provides for the principal and employees of a school to vary the school's organisation in the following manner:

23.1.1 The principal or employees may propose a variation to existing organisational/working arrangements.

23.1.2 The proposal must be capable of being implemented within the school's overall current staffing entitlement.

23.1.3 The proposal must be agreed to by the principal and the majority of employees.

23.1.4 Consultation, where appropriate, must also take place with teaching staff, parents, students and relevant community groups.

24. Secure Employment

24.1 Occupational Health and Safety

24.1.1 For the purposes of this subclause, the following definitions shall apply:

- (i) 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.
- (ii) 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.

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

- (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (ii) 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;
- (iii) 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
- (iv) 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.

24.1.3 Nothing in this subclause (a) 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*.

24.2 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.

24.3 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.

25. Deduction of Union Membership Fees

- 25.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 25.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 25.3 Subject to (25.1) and (25.2) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 25.4 Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 25.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 25.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue

26. Dispute and Grievance Resolution Procedures

- 26.1 Subject to the provisions of the *Industrial Relations Act* 1996, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures shall apply:
- 26.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or ALHMWU workplace representative will raise the dispute, question or difficulty with the principal/supervisor as soon as practicable.
- 26.1.2 An employee may request to be represented by an ALHMWU representative.
- 26.1.3 The principal/supervisor will discuss the matter with the employee and/or representative within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 26.1.4 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the individual employee or the ALHMWU may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.
- 26.1.5 Where the procedures in subclause 14.1.4 do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Deputy Director-General Workforce Management and Systems Improvement of the Department and the Secretary of the ALHMWU. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 26.2 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.
- 26.3 Whilst the above procedures are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties. In the case of a dispute involving occupational health and safety normal work shall proceed in such a manner to avoid any risk to an employee of the Department or member of the public. If practicable, normal work shall proceed in such a manner to avoid any risk to the health and safety of any employee or member of the public.

SCHEDULE A

MONETARY RATES

Table 1 - Wages

Household Staff -

Classification	Weekly Rate Effective from 13.7.07
Household Staff Grade 1 Kitchen Hand or Useful Cleaner Room Attendant Dining Room Attendant Laundry Attendant Stores Steward	\$596.10 pw
Household Staff Grade 2 Butcher (casual) Cook (unqualified) Cook (unqualified)	\$602.70 pw

Household Staff Grade 3 Laundry Supervisor Cook (qualified) Dining Room Supervisor Housekeeper/Cleaning Supervisor	\$620.90 pw
Household Staff Grade 4 First Cook (qualified)	\$653.30 pw
Household Staff Grade 5 Catering Supervisor	\$682.50 pw

Table 2 - Allowances

Clause	Description	Rate
Clause 7	Broken Shift Allowance	\$8.96

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (MUSEUM OF APPLIED ARTS AND SCIENCES ELECTRICAL PREPARATORS) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1706 of 2007)

Before Commissioner Ritchie

18 December 2007

REVIEWED AWARD

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PART A

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PART B

MONETARY RATES

Table 1 - Rates of Pay

PART A

1. Title

- 1.1 This Award shall be known as the "Crown Employees (Museum of Applied Arts and Sciences Electrical Preparators) Award 2007.

2. Parties

- 2.1 Award has been made between the following parties:

The Director of Public Employment

The Museum of Applied Arts and Sciences

Electrical Trades Union of Australia, NSW Branch

3. Definitions

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

"Conditions Award" means the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006*.

"Operative Date" means the date on which this Award is made by the Industrial Relations Commission of New South Wales and becomes legally binding on the parties.

"Staff" means and includes all persons permanently or temporarily employed under the provisions of the Act, 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 one of such positions.

"Supervision" means, in addition to normal supervisory responsibilities, the assessment, evaluation and training of staff.

"Union" means the Electrical Trades Union of Australia, NSW Branch.

4. Intention

4.1 It is intended that the Award will provide a suitable basis for the parties to implement appropriate arrangements to ensure that corporate objectives are met.

4.2 The Award will help facilitate the processes necessary to enhance the productivity of the organisation and provide a better return to the organisation, the staff, and the community.

5. Wage Rates

5.1 The wage rates paid to staff covered by this Award are specified in Table 1 - Rates of Pay, of Part B, Monetary Rates.

5.2 These rates will move in accordance with the Crown Employees Wages Staff (Rates of Pay) Award 2007 as varied or any replacement award.

6. General Conditions of Employment

6.1 Conditions of employment are regulated by the Act and its Regulations.

6.2 Conditions provided by this Award are:

6.2.1 The ordinary working hours shall be an average of thirty-five per week.

6.2.2 All allowances previously paid to staff covered by this Award, including the Licence Allowance, Tool Allowance and Leading Hand Allowance, are to be rolled into salary.

6.2.3 As from the date of effect of this Award, staff covered by this Award shall not be required to provide their own tools.

6.2.4 Employees will be entitled to an additional holiday on a working day nominated by the Director within the period between Boxing Day and New Year's Day. This holiday applies in lieu of the Union Picnic Day entitlement provided by the Crown Employees (Skilled Trades) Award.

6.3 Conditions provided by other Awards

6.3.1 Conditions of employment not regulated by this clause shall be covered by the Crown Employees (Skilled Trades) Award except for Overtime, Travelling Compensation and Excess Travelling Time for which provisions of the Conditions Award shall apply and;

- 6.3.2 Any other conditions not regulated by this Award or the Crown Employees (Skilled Trades) Award shall be provided by the Conditions Award as varied.
- 6.4 Where there is any inconsistency between this Award, the Crown Employees (Skilled Trades) Award and the Conditions Award this Award shall prevail to the extent of the inconsistency.
- 6.5 Flexible Working Hours
- Flexible Working Hours: The Museum of Applied Arts and Sciences Flexible Working Hours Agreement of 1999 shall govern the employees covered under this award in terms of the hours of duty and flexible working hours
- 6.6 Union deduction
- Subject to a staff member making written authorisation, the Museum of Applied Arts and Sciences shall deduct from the staff member's pay, subscriptions payable to a nominated industrial organisation of employees (Union) and shall pay the deducted subscriptions to such an organisation.

7. Consultative Committee

- 7.1 The Museum of Applied Arts and Sciences ETU/Management Consultative Committee shall monitor the implementation of this Award and make, during its period of operation, recommendations to the Director of the Museum of Applied Arts and Sciences with regard to any matters regarding the implementation of this Award.
- 7.2 The ETU/Management Consultative Committee shall consist of representatives of management and representatives of the unions which are party to this Award, the latter chosen at the discretion of the union members covered by this Award.
- 7.3 Should the parties to the ETU/Management Consultative Committee fail to reach agreement on any matter the Dispute Resolution Procedures outlined in Clause 8 will be followed.

8. Dispute Resolution Procedures

The aim of this grievance handling and dispute resolution procedure is to encourage the resolution of grievances and/or disputes as quickly as possible within the immediate work context wherever possible. The procedure involves consultation, co-operation and discussion to achieve this aim.

There are 6 steps in the procedure.

At each step, all those involved are encouraged to seek advice with regard to the procedure and how to best undertake its various elements. Advice can be sought from appropriate staff, as identified in the Museum's policy and procedures for resolving Grievances and Disputes. The Museum's Grievance Management and Resolution Policy identify Grievance Contact Officers as a point of contact for a staff member in the resolution of grievances and/or disputes.

8.1 Step 1:

A staff member should identify the work related concern or grievance and, where possible, try to discuss and resolve it with all relevant parties. A Grievance Officer may assist at this stage.

It is recognised that the staff member may wish to exercise the right to consult with, and be accompanied by their union representative, as a designated Grievance Officer. This person or any other designated Grievance Officer may participate in discussions during this or any subsequent stage.

8.2 Step 2:

If the grievance/dispute remains unresolved, the staff member shall discuss the matter with their supervisor. A Grievance Contact Officer may be asked to assist at this stage.

The supervisor shall seek to discuss the matter and assist in its resolution within 7 days.

8.3 Step 3:

If the grievance/dispute remains unresolved after 7 days, or where the staff member is unable to discuss the matter with his/her supervisor, the matter should be referred to the Manager of the Section or the Department Head.

The matter should be addressed and where possible resolved within 7 days.

8.4 Step 4:

Where a grievance or concern remains unresolved or where a staff member is unable to discuss the matter with his/her Section/Department Head, the matter shall be referred to the HR Manager or appropriate Associate Director. A Grievance Contact Officer may also be asked to assist at this stage.

The matter should be addressed within 7 days. Resolution of the matter may vary depending on its complexity. The Associate Director/HR Manager shall seek satisfactory resolution in a timely manner.

8.5 Step 5:

Where a grievance or concern remains unresolved after a reasonable period of time, the matter should be raised with the Director in writing. The staff member may ask a Grievance Contact Officer to assist at this stage. Resolution of the grievance or concern may vary, depending on the complexity of the matter. At this stage all parties will work actively towards resolving the matter expeditiously.

A reasonable timeframe for resolution of a grievance at this stage in the process is 2 to 3 weeks.

8.6 Step 6:

A staff member, their representative or the Director may refer the matter to an external agency to seek assistance in its resolution. These agencies may include the NSW Industrial Relations Commission, the NSW Anti-Discrimination Board or the Public Employment Office. Where possible, external referral shall only occur where the matter has remained unresolved internally.

Note: While the grievance procedure is being followed, normal work shall continue, except where a genuine health and safety issue is involved. Such circumstances may require some interim modification to work practices until the matter is resolved. For further details regarding the operation of the grievance and dispute resolution procedure, refer to the Museum's policy and procedures for resolving grievances and disputes.

9. Classification Standards

9.1 A position falling within the scope of this Award shall have assigned to it a classification level determined in accordance with the classification standards detailed below. Progression in each level is detailed below.

9.1.1 Electrical Preparator Grade 1: There are three salary levels for incremental progression. Progression will be determined by satisfactory performance and satisfactory attendance after 12 months at each level.

9.1.2 Electrical Preparator Grade 2: There is a soft barrier from Grade 1. Progression will be determined by satisfactory attendance after 12 months at the Year 3 level of Grade 1, availability of work at the higher level of duties as specified in the position description and satisfactory performance of the higher level of duties. Approval for progression will be in accordance with the Museum of Applied Arts and Sciences' Delegation Manual. There are 2 salary levels in Grade 2. Progression will be determined by satisfactory performance and satisfactory attendance after 12 months at each level.

- 9.1.3 Senior Electrical Preparator: This is a promotional position and there are two levels in this classification. Progression will be determined by satisfactory performance and satisfactory attendance after 12 months at each level.

10. Anti-Discrimination

- 10.1 It is the intention of the parties bound by this Award to seek to achieve the object in Section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 10.2 It follows that in fulfilling their obligations under the dispute resolution procedures 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 indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award that, by its terms or operation, has a direct discriminatory effect.
- 10.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 10.4 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 or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 10.5 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.

11. Area Incidence and Duration

- 11.1 This Award applies to all staff of the Museum of Applied Arts and Sciences who are currently employed in the classifications defined in Part B, Table 1 of the Crown Employees (Skilled Trades) Award
- 11.2 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Museum of Applied Arts and Sciences Electrical Preparators) Award 2001 published 15 April 2005 (350 I.G. 6) and all variations thereof.
- 11.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 18 December 2007.

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

12. Savings and Rights

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

PART B**MONETARY RATES****Table 1 - Rates of Pay****Rates of pay effective 7 July 2003**

	Pay Rates 7.1.03
Electrical Preparator Grade 1	
1st Year	45,967
2nd Year	47,196
3rd Year	48,518
Grade 2	
1st Year	50,356
2nd Year	52,324
Senior Electrical Preparator Grade 1	
1st Year	54,480
2nd Year	55,472

D. W. RITCHIE, Commissioner.

 Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NSW DEPARTMENT OF PRIMARY INDUSTRIES) TECHNICAL STAFF AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1697 of 2007)

Before Commissioner Ritchie

18 December 2007

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Saving of Rights
5.	Progression Criteria
6.	Transitional Arrangements
7.	Allowances
8.	Hours of Work
9.	Job Evaluation
10.	Grievance and Dispute Settling Procedures
11.	Appeals Mechanism
12.	Anti-Discrimination
13.	Deduction of Union Membership Fees
14.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Allowances

1. Title

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

2. Definitions

- (i) "Act" means *Public Sector Employment and Management Act 2002*.
- (ii) "Public Service" means the Public Service of New South Wales as defined in the *Public Sector Employment and Management Act 2002*.
- (iii) "Association" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.

- (iv) "Department" means the NSW Department of Primary Industries, as specified in Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- (v) "Regulation" means the Public Sector Management (General) Regulation 1996.
- (vi) "DPE" means Director of Public Employment, as established under the *Public Sector Employment and Management Act 2002*.
- (vii) "Service" means continuous service for salary purposes.
- (viii) "Job Evaluation" means a methodology agreed to between the parties to grade Technical Staff under this Award.
- (ix) "Member of staff" for the purposes of this Award, means a person employed as an officer on probation or officers, employed in any capacity under the provisions of Part 2.3 of the Act, or a temporary employee employed under S. 27 of the Act, who are classified under this Award, and employed in either a casual, part-time or full-time capacity.
- (x) "Position" means a position as dealt with in Section 9 of the *Public Sector Employment and Management Act 2002*.
- (xi) "Salary Rates" means the ordinary time rate of pay for the member of staff's grading, excluding shift allowances, weekend penalties and all other allowances not regarded as salary.
- (xii) "Normal Work" as defined in clause 10, Grievance and Dispute Settling Procedures, is defined as the duties and responsibilities relevant to the Statement of Duties, or Position Description, of a member, or members, of staff, at the time of a grievance, dispute or difficulty.
- (xiii) "Technical Assistant" means an officer or employee who holds the New South Wales School Certificate or its equivalent that is required for employment in any of the positions covered by the provisions of this Award. VET Certificate II in any qualification is considered equivalent to the NSW School Certificate.
- (xiv) "Technical Co-ordinator" means an officer or employee whose experience and expertise allows them to accept responsibility for the supervision and co-ordination of technical activities in a technical section or work unit and is appointed to a position designated as such.
- (xv) "Technical Manager" means an officer or employee who is appointed to a position designated as such.
- (xvi) "Technical Officer" means an officer or employee who holds:
 - (a) completion of a Biological Technicians Certificate, Chemistry Certificate Course, or the Pathology Technician Certificate Course from TAFE, or a relevant VET Diploma (equivalent AQF Level V) or other qualification deemed by the Department to be equivalent; or
 - (b) a trade qualification plus 5 years relevant post trade experience that is required for employment in any of the positions covered by the provisions of this Award; or
 - (c) a Library Technician Certificate from TAFE or other qualification deemed by the Department to be equivalent; or
 - (d) successfully completed two-thirds of the required credit points necessary for the award of a relevant degree; or
 - (e) a relevant AQF Certificate IV or equivalent plus 5 years relevant post qualification experience.
- (xvii) "Technical Staff" means all members of staff employed to provide technical contributions to the achievement of the Department's corporate goals.

3. Salaries

Subject to the provisions of the Act and the Regulations thereunder, the rates of salary as set out in Table 1 - Salaries, of Part B, Monetary Rates shall be paid to members of staff appointed to the positions specified.

4. Saving of Rights

At the time of making of this Award, no member of staff covered by this Award will suffer a reduction in their rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.

5. Progression Criteria

- (i) A Technical Assistant who has been in receipt of the maximum salary prescribed for their grade for 12 months shall be eligible for progression to the next grade, up to and including Grade 3, subject to satisfying the merit progression criteria.
- (ii) A Technical Officer, who has been in receipt of the maximum salary prescribed for their grade for 12 months, shall be eligible for progression to the next grade, up to and including Grade 3, subject to satisfying the merit progression criteria.
- (iii) Technical Manager positions shall be included at substantive levels, Grade 3, Grade 4 and Grade 5, with promotion into such positions being by appointment subject to the occurrence of a vacancy.

6. Transitional Arrangements

The Transitional Arrangements in the former Crown Employees (Technical Staff - NSW Agriculture) Award published 17 May 2002 (333 IG 534) no longer have current effect, the period for transition of staff to classifications in this award having expired.

7. Allowances

- (i) A member of staff who is appointed as a Technical Co-ordinator will be paid an allowance as set out in Item 1 of Table 2 - Allowances of Part B Monetary Rates from the date of their appointment. The allowance will be part of the member of staff's salary for all purposes and will be adjusted in accordance with any variations applied commensurate with this Award. The allowance will also be superable.
- (ii) Members of staff will be appointed to the role of Technical Co-ordinator for periods of up to two years with future appointees to be determined by merit selection through internal advertisement within the Department.

8. Hours of Work

- (i) Both full-time and part-time members of staff, subject to Departmental convenience, will work a flexible working hours arrangement in accordance with the NSW Department of Primary Industries Flexible Working Hours Agreement which is a co-lateral arrangement under clause 10, Local Arrangement of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.
- (ii) Members of staff cannot be required to work more than 5 hours in one continuous period without an unpaid meal break of at least 30 minutes.

9. Job Evaluation

Positions classified as Technical Staff shall be graded in accordance with the accredited Job Evaluation methodology agreed by the Department, DPE and Association and as outlined in the Department's "Job Analysis, Job Evaluation, Classification and Grading Policies and Procedures Manual".

10. Grievance and Dispute Settling Procedures

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- (ii) A member of staff is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the member of staff to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (iv) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the member of staff may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The member of staff may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (vi) The Department Head may refer the matter to the DPE for consideration.
- (vii) If the matter remains unresolved, the Department Head shall provide a written response to the member of staff and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A member of staff, at any stage, may request to be represented by the Association.
- (ix) The member of staff or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The member of staff, Association, Department and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any member of staff or member of the public.

11. Appeals Mechanism

- (i) A member of staff of the Department shall have the right to appeal any decision made by the Department in relation to their performance assessment review or in relation to promotion on merit from one grade to another where this is available under the provisions of this Award.
- (ii) Members of staff shall submit a written submission outlining their case to the Director, Human Resources within 28 days of the decision being appealed.
- (iii) The Director, Human Resources shall constitute an appeals committee made up of one Management representative, an Association representative and one peer that is acceptable to both Management and the Association.

- (iv) The appeal shall be heard within 28 days of it being lodged and the recommendation of the committee shall be forwarded to the Department Head or nominee for approval.
- (v) The decision of the Department Head or nominee shall be forwarded to the officer concerned within 7 working days of the appeal being heard.
- (vi) This appeal mechanism shall not cover matters that are dealt with by the NSW Industrial Relations Commission or the Government and Related Employees Appeal Tribunal.

12. Anti-Discrimination

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

13. Deduction of Union Membership Fees

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

14. Area, Incidence and Duration

- (i) The Award shall apply to each member of staff described as a Technical Staff employee in clause 2, Definitions, in the NSW Department of Primary Industries.
- (ii) The members of staff regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management Regulation 1996*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006* and the *Crown Employees (Public Sector - Salaries 2007) Award* or any awards replacing these awards.
- (iii) This Award is made following a review under Section 19 of the *Industrial Relations Act 1996*, and rescinds and replaces the *Crown Employees (Technical Staff - NSW Agriculture) Award* published 8 April 2005 (349 I.G. 944), and all variations thereof.
- (iv) The changes made to this Award pursuant to the Award Review under Section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 18 December 2007.
- (v) The Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

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

Table 1 - Salaries

- (A) Full-time rates

Technical Assistant

Junior	\$ Per annum	CSP
Under 17	19,380	n/a
Age 17	23,255	n/a
Age 18	27,132	n/a
Age 19	31,009	n/a
Age 20	34,884	n/a

Grade 1		
1st Year	38,759	26
2nd Year	39,807	29
3rd Year and thereafter	41,189	33
Grade 2		
1st Year	42,338	36
2nd Year and thereafter	43,543	39
Grade 3		
1st Year	45,188	43
2nd Year and thereafter	46,320	46

Technical Officer

Grade	\$ Per annum	CSP
Grade 1		
1st Year	46,320	46
2nd Year	48,143	50
3rd Year	49,431	53
4th Year and thereafter	50,829	56
Grade 2		
1st Year	55,010	64
2nd Year	56,701	67
3rd Year	58,341	70
4th Year and thereafter	61,801	76
Grade 3		
1st Year	64,827	81
2nd Year	66,749	84
3rd Year	68,784	87
4th Year and thereafter	71,546	91
Grade 4		
1st Year	74,527	95
2nd Year	76,896	98
3rd Year	78,427	100
4th Year and thereafter	80,683	103
Grade 5		
1st Year	83,906	107
2nd Year	86,419	110
3rd Year and thereafter	88,962	113

(B) Part-Time Hourly Rate Formula

Annual Salary	1	
52.17857143 x	35	1 hours pay

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	7 (i)	Technical Co-ordinator Allowance	2,080 pa

D. W. RITCHIE, Commissioner.

(061)

SERIAL C6290

CROWN EMPLOYEES (POLICE OFFICERS - 2005) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2010 of 2007)

Before The Honourable Justice Boland

20 November 2007

VARIATION

1. Delete clause 8, Salary Sacrifice to Superannuation and other Employee Benefits, of the award published 7 October 2005 (354 I.G. 175) and insert in lieu thereof the following:

8. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) For the purpose of this clause, "salary" means:
- (a) the "Loaded Salaries" prescribed by Table 1 - Non-Commissioned Officers (other than Detectives) Salaries of Part B, Monetary Rates
 - (b) the "Loaded Salaries" prescribed by Table 2 - Detectives Salaries of Part B, Monetary Rates; or
 - (c) the salaries prescribed by Table 3 - Commissioned Officers Salaries of Part B, Monetary Rates.
- (ii) By mutual agreement with the Commissioner, an officer may elect to package part or all of their salary in order to obtain:
- (a) a benefit or benefits selected from those approved from time to time by the Commissioner; and
 - (b) a salary equal to the difference between the salary prescribed for the officer by subclause (i), and the amount specified by the Commissioner from time to time for the benefit provided to or in respect of the officer in accordance with such agreement.
- (iii) The amount packaged, including any salary sacrifice to superannuation arrangement under subclause (x) to (xiv), may be up to one hundred (100) percent of the officer's salary.
- (a) Any pre tax and post tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deduction may include, but not limited to, compulsory superannuation payment, HECS payments, child support payments, unions fees and health fund premiums.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate
- (v) The agreement shall be known as a Salary Packaging Agreement
- (vi) Except in accordance with subclause (x) to (xiv), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Commissioner at the time of signing the Salary Packaging Agreement.
- (vii) Where the officer has elected to package a part or all of their salary:
- (a) subject to Australian Taxation Law, the amount of salary packaged will reduced the salary subject to appropriate PAYG taxation deductions by the amount packaged; and

- (b) any allowances, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payment for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's salary shall be calculated by reference to the salary which would have applied to the officer in the absence of any Salary Packaging Agreement made under this Award.
- (viii) The Commissioner may vary the range and type of benefits available from time to time following discussions with the Association. Such variations shall apply to any existing or future Salary Packaging Agreements from date of such variation.
- (ix) The Commissioner will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstances, the officer may elect to terminate the Salary Packaging Agreement immediately
- (x) An officer may elect to sacrifice a part or all of their salary additional to employer superannuation contributions.
- (xi) Where the officer makes an election in terms of subclause (x), the officer may elect to have the amount of salary sacrificed:
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as an optional employer contribution; or
 - (b) subject to the Commissioner's agreement, paid into another complying superannuation scheme as employer superannuation contributions.
- (xii) Where an officer makes an election in terms of clause (x), the Commissioner shall pay the amount of salary, the subject of election to the relevant superannuation fund.
- (xiii) Where an officer makes an election in terms of subclause (x) and where the officer is a member of a superannuation 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 First 1992*

The Commissioner must ensure that the amount of any additional employer superannuation contributions specified in subclause (x) of this clause is included in the officer's superable salary which is notified to the SAS Trustee Corporations.

- (xiv) Where an officer makes an election in terms of subclause (x), and where, prior to electing to sacrifice a part or all of their salary to superannuation, an officer has entered into an agreement with the Commissioner to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (xiii) of this clause, the Commissioner will continue to base contributions to that fund on the salary payable to the same extent as applied before the officer sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the Commissioner may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.
2. Delete subclause (ii) of clause 38, Detectives Salary Structure and Transition and insert in lieu thereof the following:
- (ii) Detectives who are classified as: Constable Level 2, Constable Level 3, Senior Constable Level 2 Step 1, Senior Constable Level 3 Step 1, Senior Constable Level 3 Step 2, Senior Constable Level 4 Step 1, Senior Constable Level 5 Step 1, Senior Constable with more than 1 years service on Level 6, Leading

Senior Constable Level 1 Step 2, Sergeant Level 2 Step 2, Sergeant Level 2 Step 3, Sergeant Level 2 Step 4, Sergeant with more than 1 years service on Level 3; as at the date of the transitions, i.e. 12 months from the beginning of the first full pay period commencing on or after 1 July 2006. All other Detectives shall retain their existing increment date.

3. Delete Table 4 - Travelling Allowances, Table 5 - Remote Areas - Living Allowance and Table 10 - Meal Allowances of Part B, Monetary Rates and insert in lieu thereof the following:

Table 4 - Travelling Allowances

Item 1

Capital Cities	\$ Per Day
Adelaide	242.25
Brisbane	253.25
Canberra	211.25
Darwin	238.25
Hobart	201.25
Melbourne	247.25
Perth	233.25
Sydney	280.25
High Cost Country Centres	
Alice Springs (NT)	195.25
Ballarat (Vic)	199.25
Bendigo (VIC)	204.75
Broome (WA)	250.25
Bunbury (WA)	194.25
Burnie (Tas)	210.75
Canarvon (WA)	206.75
Christmas Island	217.25
Cocos (Keeling) Islands	197.25
Dampier (WA)	247.25
Derby (WA)	236.25
Devonport (Tas)	203.75
Emerald (QLD)	193.75
Exmouth (WA)	224.75
Geraldton (WA)	194.25
Gold Coast (Qld)	215.25
Halls Creek (WA)	222.25
Horn Island	216.25
Jabiru (NT)	287.25
Kadina (SA)	194.25
Kalgoorlie (WA)	199.75
Karratha (WA)	286.25
Kununurra (WA)	244.25
Launceston (TAS)	198.25
Mackay (QLD)	197.25
Maitland (NSW)	195.75
Mount Gambier (SA)	194.25
Mount Isa (QLD)	207.25
Naracoorte (SA)	193.25
Newcastle (NSW)	202.25
Newman (WA)	233.25
Norfolk Island	195.25
Port Headland (WA)	276.75
Port Lincoln (SA)	193.25
Port Macquarie (NSW)	200.25

Portland (VIC)	198.25
Thursday Island	262.25
Wagga Wagga (NSW)	197.75
Warnambool (VIC)	196.75
Weipa (Qld)	222.25
Whyalla (SA)	194.25
Wollongong (NSW)	195.75
Wonthaggi (VIC)	208.25
Yulara (NT)	410.25
Tier 2 Country Centres	
Albany (WA)	180.75
Bairnsdale (VIC)	180.75
Bathurst (NSW)	180.75
Bordertown (SA)	180.75
Bright (VIC)	180.75
Broken Hill (NSW)	180.75
Cairns (Qld)	180.75
Ceduna (SA)	180.75
Dalby (QLD)	180.75
Dubbo (NSW)	180.75
Echuca (VIC)	180.75
Esperance (WA)	180.75
Gladstone (QLD)	180.75
Horsham (VIC)	180.75
Innisfail (QLD)	180.75
Orange (NSW)	180.75
Port Augusta (SA)	180.75
Renmark (SA)	180.75
Roma (QLD)	180.75
Seymour (VIC)	180.75
Other country centres	170.75

Item 2

	\$
Incidental expenses allowance when claiming actual expenses - all locations	15.45

Item 3

Meal allowances - when claiming actual expenses on overnight stays		\$
Capital cities and high cost country centres		
Breakfast		20.20
Lunch		22.65
Dinner		38.95
Tier 2 and other country centres		
Breakfast		18.05
Lunch		20.65
Dinner		35.60

Table 5 - Remote Areas - Living Allowance

Item 1

With Dependents	Per Annum \$
Grade A	1597
Grade B	2118
Grade C	2829

Item 2

Without Dependents	Per Annum \$
Grade A	1114
Grade B	1485
Grade C	1982

Table 10 - Meal Allowances (Non-Commissioned Officers)

Where Non-Commissioned Officers incur expense in purchasing a meal:

- (i) when they have worked more than one half hour beyond the completion of a rostered shift or
- (ii) where they have performed duty at a place where no reasonable meal facilities were available for partaking of a meal or
- (iii) where they are performing escort duty and cannot carry a meal.

	\$
Breakfast	22.60
Lunch	22.60
Dinner	22.60
Supper	8.70

4. This variation shall take effect on and from 1 July 2007.

R. P. BOLAND *J*

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(013)

SERIAL C6381**CROWN EMPLOYEES (SECURITY AND GENERAL SERVICES)
AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1694 of 2007)

Before Commissioner Ritchie

18 December 2007

REVIEWED AWARD**Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Monetary Rates
3.	Definitions
4.	Contract of Employment
5.	Hours
6.	Rostered Days Off Duty
7.	Rates of Pay
8.	Enterprise Consultation
9.	Additional Rates
10.	Shift Allowances
11.	Saturday and Sunday Work During Ordinary Hours
12.	Payment of Wages
13.	General Conditions
14.	Travelling Time and Expenses
15.	Outside Duties
16.	Lifting of Weights
17.	Sunday Work
18.	Overtime
19.	Call Back
20.	Mixed Functions
21.	Sick Leave/Personal Carer's Leave
22.	Public Holidays
23.	Recreation Leave
24.	Family and Community Services/Personal Carer's Leave
25.	Parental Leave
26.	Extended Leave/Long Service Leave
27.	Other Forms of Leave
28.	Anti-Discrimination
29.	Dispute Resolution
30.	Non-Reduction of Existing Wages
31.	Exemptions
32.	Deduction of Union Membership Fees
33.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Allowances

3. Definitions

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

Afternoon Shift means any shift finishing after 6.00 p.m. and at or before midnight.

Broken Shifts means the working of two or more shifts per day by an employee within the ordinary hours as specified in subclause (iii) of clause (5), Hours.

Casual Employee means an employee engaged and paid as such and who may be employed for a period of not more than ten (10) consecutive working days for each engagement but shall not include an employee required to work a constant number of ordinary hours each week.

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

Day means the period from midnight to midnight.

Division Head means as defined in the Act

Early Morning Shift means any shift commencing at or after 5.00 a.m. and before 6.30 a.m.

General Services Officer Grade 1 - An employee engaged as a General Service Officer Grade 1 may be required to carry out a range of duties, which may include:

Making and/or serving morning or afternoon teas or lunches or other meals including washing up and other duties in connection with such work. In addition they may undertake a range of routine tasks under close supervision with set instructions, including basic clerical functions.

General Services Officer Grade 2 - An employee engaged as a General Service Officer Grade 2 may be required to carry out a range of duties, which may include:

Cleaning work of any description or the bringing into or maintaining of premises in a clean condition in Government offices, courthouses, police stations, technical colleges and other Government establishments.

General Services Officer Grade 3 - An employee engaged as a General Service Officer Grade 3 may be required to carry out a range of duties which may include but not be limited to any of the following:

- (a) Pick up and delivery of parcels, goods and furniture
- (b) General maintenance of departmental cars and parking areas
- (c) Furniture removal and storage
- (d) Driving of departmental motor vehicles as required including loading and unloading
- (e) Relief security duties
- (f) or clerical functions as required
- (g) or cleaning and gardening as required

- (h) Other duties as required
- (i) Routine or minor maintenance of such a nature so as not to require a qualified tradesperson

Part-Time Employee means an employee engaged by the week but who is required to work a constant number of ordinary hours each week less than the ordinary number of hours prescribed for weekly employees.

Night Shift means any shift finishing subsequent to midnight and at or before 8.00 a.m. or any shift commencing at or after midnight and before 5.00 a.m.

Security Officer - Grade 1

Means a person employed in one or more of the following capacities:

- (a) to watch, guard or protect persons and/or premises and/or property,
- (b) to respond to basic fire/security alarms at their designated site,
- (c) to monitor a single closed circuit television unit recording from a stationary camera,
- (d) as an employee stationed at an entrance and/or exit whose principal duties shall include the control of movement of persons, vehicles, goods and/or property coming out of or going into premises or property and including vehicles carrying loads of any description. This is to ensure that the quantity and description of such goods accords with the requirements of the relevant document and/or gate pass. The employee may also have other duties to perform, including as an area or door attendant or commissionaire in a commercial building;

A security officer Grade 1 may perform incidental duties that need not be of a security nature.

Security Officer - Grade 2

Means a person who is employed as one of the following:

- (a) A mobile patrol officer. This means an employee who is required to patrol two or more premises in a vehicle. It also includes a security officer who, in order to perform his/her designated duties is required, as an integral part of those duties, to use a motor vehicle, or
- (b) A security officer who, as part of the shift or duty is required to monitor and act upon intrusion, detection equipment or access control equipment terminating in a televised display or computerised print-out;

A security officer Grade 2 may perform incidental duties which need not be of a security nature.

- (c) A caretaker whose presence is required for the protection, good order or convenient use of premises, and/or the cleanliness or upkeep of such, including routine or minor maintenance, but the work is not of a nature that requires a qualified tradesperson. A caretaker may also be required to receive and distribute stores.

Security Officer - Grade 3

Means a person employed substantially in a security and/or data input and/or a monitoring function within a central station and principally occupied in one or more of the following duties -

Monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind; co-ordinating, checking or recording the activities of mobile patrol officers and static security officers; operating or monitoring any medium of verbal communication; or

A person, who in addition to performing the duties defined in Grade 2(b), monitors or acts upon integrated intelligent building management systems terminating at a visual display unit or computerised print-out that has the capacity for and requires data input from the security officer.

Seven Day Shift Worker: for purposes of this award, a seven day shift worker means an employee whose ordinary working period includes Saturdays, Sundays and/or Public Holidays on which the employee may be regularly rostered for work.

Union means the Liquor Hospitality and Miscellaneous Union - New South Wales Branch.

Weekly Employee means an employee engaged and paid by the week or fortnight, as the case may be.

4. Contract of Employment

- (i) Employees under this award shall be engaged either as weekly employees, part-time employees, or casual employees.
- (ii) An employer may direct an employee covered by this award to carry out such duties as are within the limits of the employee's skill, competence and training.
- (iii) The employer shall clearly display at some place accessible to the employees, the commencing and ceasing time of ordinary hours of work. One week's notice must be given for any change to such hours, otherwise payment of overtime is incurred. Less than one week's notice may be given by mutual agreement between the employer and the employee.
- (iv) The employment of any employee other than a casual employee shall be terminated only by one week's notice or by the payment or forfeiture, as the case may be, of one week's wages in lieu thereof.
- (v) The employment of a resident Security Officer Grade 2b or 2c (as defined) engaged by the week shall only be terminated by three weeks' notice or by the payment or forfeiture, as the case may be, of three week's wages in lieu thereof.
- (vi) The employment of a casual employee may be terminated by one hour's notice.
- (vii) Notwithstanding the foregoing provisions, the employer may dismiss an employee at any time for misconduct or wilful disobedience and then shall be liable for payment only up to the time of dismissal.
- (viii) Termination of employment by an employer shall not be harsh, unjust, or unreasonable.

For the purposes of this clause termination of employment shall include terminations with or without notice.

Termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute harsh, unjust, or unreasonable termination of employment. This definition, without limiting the above, applies except where a distinction, exclusion, or preference is based on the inherent requirements of a particular position.

- (ix) On the termination of employment the employer shall, at the request of the employee, give such employee a statement signed by the employer, stating the period of employment and when the employment terminated.
- (x) On the termination of employment an employee shall return to the employer all uniforms, identity cards, vehicles, keys and all other items issued to employees.
- (xi) Mechanisation and Technological Changes - Three months notice of termination of employment must be given to an employee who has been employed for at least twelve months and has had their services terminated on account of the introduction, or proposed introduction, by an employer of mechanisation or

technological changes in the industry in which the employer is engaged. This applies notwithstanding the provisions of subclauses (iii) and (iv).

(xii) If there is a failure to give such notice in full:

- (a) the employee shall be paid at the rate specified for the employee's ordinary classification set out in Part B, Table 1 of this award, for a period equal to the difference between three months and the period of the notice given; and
- (b) the period of notice required by this subclause to be given shall be deemed to be service with the employer for the purpose of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, *Public Sector Employment and Management Act 2002* or any Act, amending or replacing any of those Acts. The right of the employer summarily to dismiss an employee for the reasons specified in subclause (vi), of this clause, shall not be prejudiced by the fact that the employee has been given notice pursuant to this subclause of the termination of the employment.

An employer who gives an employee notice of the termination of employment on grounds as set out in subclause (xi), must within fourteen days thereafter, give notification of the fact in writing to the Industrial Registrar, and the Secretary of The Australian Liquor Hospitality and Miscellaneous Workers' Union of Australia, New South Wales Branch. The employer must state the employee's name, address and usual occupation and the date when the employment terminated in accordance with the notice given.

5. Hours

(i) Security Officers: (Other than Caretakers)

- (a) Subject to the provisions of clause 6, Rostered Days Off Duty, ordinary hours of Security Officers shall not exceed one hundred and fifty-two in each roster period of twenty consecutive days. Such hours shall be worked in not more than twenty shifts in each roster period. The shifts shall not be more than eight consecutive hours in duration and only one shift shall be worked in any period of twenty-four hours.
- (b) Except in the case of change of shifts, notice of which has been given in accordance with subclause (iii), of clause 4, Contract of Employment, of this award, not more than six consecutive shifts in any period of seven consecutive days shall be worked without the payment of overtime.
- (c) The arrangement of working hours, as set out herein may be altered by agreement between the employer and the union.
- (d) In all cases shifts shall be continuous and time shall start from the commencement of the shift.
- (e) After four hours and no later than five hours from the commencement of each shift, a crib time of not less than thirty minutes shall be allowed, where it is reasonably practicable to do so. Time allowed as crib time will be regarded as time worked and shall be paid for as such.

(ii) Caretakers:

- (a) The ordinary working hours, exclusive of meal breaks, shall be an average of 38 per week. The hours shall be worked in shifts of no more than 8 hours duration from Monday to Friday inclusive.

In establishments operating Monday to Sunday the ordinary working hours shall be an average of 38 per week. The hours shall be worked in 5 shifts of no more than 8 hours duration from Monday to Sunday inclusive.

- (b) The employer shall fix the time for working such hours on such days in one, two or three shifts.

(iii) General Service Officers Grade 2 & 3, (Cleaners And Basement Attendants)

The ordinary working hours, exclusive of meal breaks, shall not exceed an average of thirty-eight per week. Such hours shall be worked as follows -

- (a) Day Workers: Between 6.30 a.m. and 6.00 p.m. Monday to Friday, inclusive. These hours shall be worked on each day in one or two shifts of not more than eight hours total duration. An employee may commence thirty minutes earlier than the normal starting time or the ceasing time may be extended by thirty minutes. This thirty minutes may be divided between the starting and ceasing time if mutually agreed to by the employer and the employee.
- (b) Afternoon Shift Workers: Between 4.00 p.m. and 12 midnight, Monday to Friday, inclusive, to be worked in one shift of no more than eight hours daily.
- (c) Early Morning Shift Workers: Between 5.00 a.m. and 2.00 p.m., Monday to Friday, inclusive, to be worked in one shift daily of no more than eight hours' duration.
- (d) Broken Shift Workers: Between 6.30 a.m. and 6.00 p.m. Monday to Friday inclusive, to be worked in two shifts daily, subject to the provisions of subclause (a) with respect to alterations in starting and ceasing times.
- (e) Night Shift Workers: Five shifts of not more than eight hours each, between 10.00 p.m. on Sundays and 6.30 a.m. on the succeeding day (Sunday to Friday) or five shifts of not more than eight hours between 6.00 p.m. and 6.30 a.m. on each day, Monday to Saturday, inclusive.
- (f) In establishments operating from Monday to Sunday the ordinary working hours shall be an average of 38 per week which shall be worked in 5 shifts of no more than 8 hours duration from Monday to Sunday inclusive. This is subject to the provisions of paragraphs (a), (b), (c),(d) and (e) of this subclause.

(iv) General Services Officer Grade 1

The ordinary working hours, exclusive of meal times, shall not exceed an average of thirty-eight per week or eight per day. Such hours shall be worked in one or two shifts per day between 7.00 a.m. and 6.00 p.m. Monday to Friday inclusive.

In establishments operating from Monday to Sunday the ordinary working hours shall be an average of 38 per week, which shall be worked in one or two shifts per day between 7 a.m. and 6 p.m. from Monday to Sunday inclusive.

(v) Casual Employees

For casual employees the ordinary working hours shall not exceed eight hours on any day or night or shift without the payment of overtime.

(vi) Meal Breaks: (Other than Security Officers)

A meal break of not less than thirty minutes and not more than one hour shall be allowed for a meal. An employee shall not be required to work for more than five hours without a meal break. The provisions of this subclause shall also apply to Caretakers (Security Officer Grade 2).

6. Rostered Days Off Duty

(i) Four-Week Work Cycle - Accrual Provisions:

(a) Shiftworkers - Weekly Employees

Employees on shift work shall accrue 0.4 of an hour for each eight-hour shift worked to allow one complete shift to be taken off as a paid shift during every shift cycle. This shift shall be paid for at the appropriate shift rate as prescribed by clause 10, Shift Allowances, of this award.

(b) Dayworkers - Weekly Employees

The ordinary working hours shall be worked as a twenty-day four-week cycle, Monday to Friday inclusive. The cycle consists of nineteen working days of eight hours each, with 0.4 of one hour on each day worked accruing as an entitlement to take the twentieth day in each cycle as a day off paid for as though worked.

(c) Part-Time Employees

Accrual of rostered day off credits for part-time employees may be accounted for in the calculation of the part-time rates. The rate includes provision for automatic crediting of one twentieth of all time worked towards rostered days actually taken as provided in subclause (iii) of this clause.

(ii) Accrual and Paid Leave:

Each day of paid leave taken (excluding long service/extended leave and workers' compensation/accident] leave) and leave without pay during periods of closedowns occurring during any cycle of four weeks, shall be regarded as a day worked for accrual provisions.

(iii) Rostering - Four Week Cycle:

(a) Rostered days off shall be scheduled by mutual agreement between employees and the employer. This does not preclude an individual employee with the employer's agreement, substituting another day for their rostered day off.

(b) Except as provided by paragraph (c) of this subclause, at least four weeks notice shall be given to an employee of the weekday he/she is to be rostered off duty.

(c) In the case of a breakdown of machinery or to meet the requirements of the establishment, the employer may, with the agreement of the majority of employees concerned, substitute another day for the employee's rostered day off.

(d) Under normal conditions, employees on a rostered day off that coincides with a pay day will be paid no later than the working day immediately following pay day.

(e) Rostered days off may accumulate and in the case of school/college locations may be scheduled during vacation periods to suit the needs of the employer. Dates for the taking of such accumulated leave shall be agreed between the employer and the employee.

(iv) Rostered Day Off Falling on a Public Holiday:

In the event of an employee's rostered day off falling on a public holiday, the employee and the employer shall agree to an alternative day off duty as a substitute. In the absence of agreement the substituted day shall be determined by the employer.

(v) Work on Rostered Day Off Duty:

Subject to subclause (iii), Rostering - Four Week Cycle, of this clause, any employee required to work on their rostered day off shall only be paid in accordance with the provisions of clause 18, Overtime, of this Award.

(vi) Sick Leave and Rostered Days Off:

Employees are not eligible for sick leave in respect of absences on rostered days off as such absences are outside their ordinary hours of duty.

7. Rates of Pay

Rates of pay and allowances for classifications covered by this Award are provided for by the Crown Employees Wages Staff (Rates of Pay) Award 2007 or any instrument replacing such.

(i) Weekly Employees - A weekly employee shall be paid according to the rate for the classification as set out in Table 1 of Part B of the Award.

(ii) Part-Time Employees -

General Services Officer Grade 2 (Cleaners)

(a) Part-time employees shall be paid at an hourly rate as set out in Table 1 of Part B for all ordinary time worked and for all paid leave.

(b) The part-time rate includes provision for automatic crediting of one twentieth of all time worked towards rostered days as provided for in paragraph (c) of subclause (i) of clause 6, Rostered Days Off Duty.

(c) The hourly rate prescribed by paragraph (a) of this subclause will be adjusted by the percentage movements in the weekly rate for a General Services Officer Grade 2 in subclause (i).

All Other Part time Employees:

(a) For each hour worked during ordinary time, part time employees shall be paid the hourly equivalent of the appropriate weekly rate of pay prescribed by subclause (i) of this clause plus an additional amount of ten per cent.

(b) The hourly equivalent for the purposes of this subclause shall be based on 38 hours where a part-time employee is not accruing credits towards rostered days off but is paid only for hours worked.

(c) The hourly equivalent for the purposes of this subclause shall be based on 40 hours where a part-time employee is accruing credit for time worked towards rostered days off as provided for in paragraph (c) of subclause (i) of clause 6 Rostered Days Off Duty.

A minimum payment of three hours shall be made for each start. Part-time cleaners in small locations may be engaged on two hours per start where the total assessed cleaning area is 500 square metres or more, and no less than one hour per shift where the total assessed cleaning area is less than 500 square metres.

(iii) Casual Employees:

(a) A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly wage prescribed by this award for the class of work performed, plus 15 per cent.

(b) A minimum payment of four hours shall be made for each start in the case of security officers and three hours for each start in the case of all other employees.

- (iv) The hourly rates of pay prescribed in subclause (ii) and (iii) of this clause, shall be calculated to the nearest whole cent.

8 Enterprise Consultation

Enterprises covered by this award shall establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

9. Additional Rates

- (i) Leading Hands Allowance:

Employees placed in charge of other employees shall be paid a weekly amount as set out in Item 1 of Table 2 in addition to their ordinary wages.

- (ii) Qualification Allowance:

An employee acting as a leading hand or a caretaker who has successfully completed a Cleaning Supervisors' Course or a course deemed by the employer to be of equivalent qualification, shall be paid an additional weekly amount as set out in Item 2 of Table 2. This amount shall be part of the ordinary rate of pay for all award purposes.

- (iii) First Aid Allowance:

An employee who is a qualified first-aid attendant and is employed to carry out the duties of a qualified first-aid attendant shall be paid an additional weekly amount as set out in Item 3 of Table 2.

- (iv) Boiler Attendant's Certificate

An employee required to hold a Boiler Attendant's Certificate shall be paid a weekly allowance as set out in Item 4 of Table 2 in addition to the ordinary rate of pay.

- (v) Refrigeration Driver's Certificate

An employee required to hold a Refrigeration Driver's Certificate of competency, 1st or 2nd Class (Air Conditioning) shall be paid a weekly allowance as set out in Item 5 of Table 2 in addition to the ordinary rate of pay.

- (vi) Contingency Allowance:

Employees engaged on any or all of the following duties

- (a) refuse disposal and/or sorting for incinerators and furnaces,
- (b) cleaning of ablution facilities,
- (c) clearing of minor plumbing blockages,
- (d) receiving appropriate stores or minor repair of non-electrical equipment,

shall be paid a weekly allowance as set out in Item 6 of Table 2.

- (vii) Toilet Allowance:

An employee required to work in toilets, on outside steps, outside marble or outside brass or required to scrub marble, terrazzo, rubber floor corridors or stairs which necessitate the employee kneeling shall be paid an additional weekly amount as set out in Item 7 of Table 2.

The cleaning of single sex toilets may be undertaken by both male and female cleaners as long as appropriate steps are taken to ensure that the toilets are not in use at the time of cleaning. Appropriate warning signs are to be supplied by the employer.

The toilet allowance is not applicable for an employee receiving the contingency allowance set out in Item 6 of Table 2.

(viii) Multi-Purpose Machines Allowance:

Employees required to use multi-purpose machines, mobile sweeping machine and other similar mechanical equipment or operate fork lifts shall whilst so employed be paid an additional amount per shift or part thereof as set out in Item 8 of Table 2.

NOTE: A multi-purpose machine is one that performs three or more functions.

(ix) Furniture Removal Allowance:

Cleaners required to be engaged in furniture removal for more than three hours on any day or shift shall be paid an additional allowance per shift as set out in Item 9 of Table 2.

(x) Torches:

Where an employee is required to carry a torch it shall be provided and maintained in full working order by the employer. Employees providing their own torches shall be paid an allowance per shift as set out in Item 10 of Table 2 to cover the replacement of torch globes and batteries.

(xi) Laundry Allowance:

Overalls and coveralls and any uniform where supplied or required to be worn by the employee shall be laundered or dry-cleaned at the employer's expense. In lieu of this, a laundry allowance as set out in Item 11 of Table 2 may be paid for each ordinary shift worked. In the case of security officers this subclause shall apply to shifts worked in accordance with the provisions of clause 5 (i)(b), Hours of this Award.

(xii) Locomotion Allowance:

An employee required by the employer to use a motor cycle or other motor vehicle shall have such vehicle supplied and maintained by the employer. If the employee uses his/her own vehicle they shall be reimbursed each week for each shift worked at the rate set out in Item 12 of Table 2. The employer shall reimburse the employee for the cost of fuel used on the employer's business. In the case of an employee providing a bicycle for use in the employer's business the payment shall be as set out in Item 14 of Table 2 for each shift worked.

The locomotion allowance shall only be paid where the use of a motor vehicle etc. is essential to the performance of an employee's main function.

The locomotion allowance does not apply to caretakers, who are eligible to receive allowances in accordance with Item 13 of Table 2. An employee receiving the locomotion allowance is not eligible to also receive a motor vehicle allowance as set out in Item 13.

(xiii) Motor Vehicle Allowances:

(a) Employees authorised to use a private motor vehicle in the performance of their duties where no public transport is available, or where the use of public transport is not appropriate for the particular duty concerned, shall be paid additional rates as set out in Item 13 of Table 2.

(b) The rates contained in paragraph (a) are based on and shall move in accordance with the "Official Business Rate" payable under the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 as varied, or any replacement award.

- (c) Where public transport is available employees may use such transport for approved travel and be reimbursed with the costs incurred.
- (d) Employees may elect to use a private motor vehicle (where the use of such is so authorised) and be paid additional rates as set out in Item 13 of Table 2 up to the cost of the available public transport.
- (e) An employee receiving a motor vehicle allowance pursuant to this subclause shall not also receive a locomotion allowance under Item 12 of Table 2.

10. Shift Allowances

- (i) The following additional allowances for shift work shall be paid to employees other than Caretakers in respect of work performed during ordinary hours of shift as defined in clause 3, Definitions, of this award:

	Percentage
Early Morning Shift	10%
Afternoon Shift	15%
Night Shift, rotating with day or afternoon shift	17.5%
Night Shift, non-rotating	30%

- (ii) Caretakers:

The following additional allowances shall be paid per hour:

Between the hours of 9.00 p.m. and midnight -	15%
Between the hours of midnight and 6.00 a.m. -	30%

- (iii) Broken Shifts

- (a) Employees working broken shifts shall be paid an additional daily amount as set out in Item 15 of Table 2 of Part B of the Award for each day so worked.
- (b) Employees working broken shifts shall also be paid a weekly excess fares allowance as set out in Item 15 of Table 2 of Part B of the Award.

NOTE: An employee receiving broken shift allowance under the provisions of this subclause shall not receive the allowances provided for under subclause (i) and (ii) of this clause.

11. Saturday and Sunday Work During Ordinary Hours

- (i) Employees required to work their ordinary hours on a Saturday or Sunday shall be paid for all time so worked at the following rates:

Saturday Work	time and one-half
Sunday Work	double time

- (ii) The allowances prescribed in this clause shall be in substitution for and not cumulative upon, the shift work allowances prescribed in clause 10, Shift Allowances, of this award.
- (iii) For the purpose of this clause, the rates prescribed shall apply in respect of ordinary hours of work only and shall apply to all employees including casual employees.

12. Payment of Wages

- (i) All wages shall be paid fortnightly by electronic funds transfer on a Thursday as determined by the employer, and not more than forty-eight hours from the time when such wages become due.

- (ii) Wages may be paid into an employee's bank or other account as specified by the employee. The employer shall specify the day upon which wages shall be paid into such account.
- (iii) An employee kept waiting for wages on a payday shall be deemed to be working during the time kept waiting. When wages are not paid into the employee's bank or other account on the due date, the employee must notify the employer of such. The employer must make every endeavour within two full working days to ensure the appropriate credit is paid into the nominated account, or that the issuing of a cheque for the appropriate amount is undertaken. This provision will not apply where circumstances preventing payment of wages in such a manner is beyond the employer's control.
- (iv) If payment is not made by the end of the two-day period, the employee is entitled to payment at overtime rates for performance of the next full day's work. The provisions set out in subclauses (i) to (iv) do not apply to periods of employment that are less than one full pay period.
- (v) Casual employees shall be paid within one hour of termination of employment. Wages may in some circumstances be paid by cheque.

13. General Conditions

(i) Security Officers - All Grades

- (a) Security Licence: A Security Officer required to hold a Class 1 or Class 2 Security Licence pursuant to the provisions of the *Security Industry Act 1997* shall have the cost of such licence reimbursed by the employer. Reimbursement will be made on completion of each twelve months or five years' service, whichever applies to the term of the licence held.

- (b) Training:

All full-time Security Officers who during their current employment are required to undertake an approved training course nominated by the employer and as required by the provisions of the *Security Industry Act 1997* (and Regulations), shall have the costs of such training courses reimbursed by the employer. This is provided that the undertaking of the said training course is a requirement of the employee's current position.

Reimbursable costs as referred to in paragraph 1(a) of this subclause shall include excess travelling expenses relating to the attendance at the said courses.

Employees shall be granted time off without loss of pay during ordinary hours to attend training courses as referred to in this subclause.

In cases where the courses are to be held outside the rostered shift of the employee required to attend the course, then:

The rostered shift should be altered so that the employee can attend during ordinary working hours; or

For the time spent attending the course, the employee can be granted time off in lieu on an hour for hour basis at a time convenient to the employer; or

The employee shall be paid for attending the course at ordinary time rates without the addition of penalties. Such attendance shall not form part of the employee's ordinary roster for the purpose of clause 5, Hours, of this Award.

- (c) The employee may elect which is the preferred option from the above. The final determination regarding the option to be applied lies with the employer, having regard to the needs of the establishment.

(ii) Security Officer Grade 2(b) and 2(c)

- (a) Where a Security Officer Grade 2b or 2c (as defined) is provided with accommodation, a deduction may be made from the wages for rent, fuel and lighting. The deduction shall not be more than the amount set out in Item 16 of Table 2.
- (b) An employer shall not require a resident Security Officer Grade 2b or 2c to vacate living quarters during annual leave period for use by a relieving caretaker, unless such arrangements are mutually agreed to between the said employee and the relieving employee.

(iii) General

- (a) Accommodation for Meals: Employers shall allow employees to take their meals, crib breaks or tea breaks in a suitable place protected from the weather. Every such employee shall be provided by the employer with adequate facilities for tea making and for heating food.

This provision shall not apply to mobile security officers.

- (b) Dressing Accommodation: Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms or dressing accommodation and individual lockable lockers shall be provided.
- (c) Means of Exit: Provision shall be made for an exit for night employees in case of necessity.
- (d) Protective Clothing: In complying with the *Occupational Health and Safety Act 2000* the following clothing and equipment will be issued. The clothing shall remain the property of the employer:

Wet weather coat with hood and trousers for employees who are required to work out of doors.

Rubber boots for employees who are required to work in "wet areas", i.e. toilets, ablution blocks and external areas where water is used as part of the cleaning process.

Protective eye wear for employees who are required to empty rubbish tins and tend incinerators, or work in areas where airborne particles are a hazard.

Long rubber gloves when using detergents or similar cleaning chemicals.

Leather gloves for employees who are required to collect rubbish bins, carry refuse and sweep outside areas.

Washable broad brim hats for employees who are required to work out of doors.

- (e) Work Clothing : Clean overalls or wrap-ons, gloves and safety footwear shall be supplied by the employer where they are required in undertaking duties.

14. Travelling Time and Expenses

Where an employee is sent to work at a place other than their employer's recognised place of business, the employer shall pay all travelling time from the place of business to the job. If the employee is required to return the same day to the employer's place of business, the employer shall pay travelling time back to the place of business. An employee sent for duty to a place other than the employee's regular place of duty or required by the employer to attend a court or inquiry in connection with the employee's employment shall be paid reasonable authorised expenses.

15. Outside Duties

All employees covered by this award shall clean outside as required and shall clean above floor or ground level as is safely accessible. Where ladders are used the safety requirements of the *Occupational Health and Safety Act 2000* must be complied with.

16. Lifting of Weights

An employee shall not be required to lift by hand or carry weights in a manner that does not accord with the provisions of Chapter 4, Part 4.4, Manual Handling of the Occupational Health and Safety Regulation 2001.

17. Sunday Work

An employee required to perform work on a Sunday shall be paid at the rate of double time, with a minimum payment of not less than four hours at such rate for each start.

18. Overtime

- (i) For all work done outside ordinary hours the rates of pay shall be time and a half for the first two hours and double time thereafter. In computing overtime each day's work stands alone. All work performed after 12 noon on Saturday shall be paid for at the rate of double time.
- (ii) Meal Allowance - An employee who works overtime for one or more hours on any day or shift after the fixed ceasing time shall be paid for such day a meal allowance as set out Item 17 of Table 2 - Allowances, of Part B Monetary Rates. This applies unless notice to work has been given to such employee on or before the termination of the previous shift or day, as the case may be.
- (iii) Where overtime or extra shifts are required to be worked, preference shall be given to employees as classified and covered by the terms of this award where it is reasonably practicable to do so.
- (iv) Where an employee is required to work overtime, the minimum break between the finishing of one period of work or shift and the commencement of another, shall be as set out below:
 - (a) for shift workers, eight hours, including the normal changeover time if any;
 - (b) for day workers, ten hours.

If on the instructions of the employer such an employee resumes or continues work without having the required period off duty, the employee shall be paid at double ordinary time until released from duty. The employee shall be entitled to be absent without loss of pay for ordinary working time occurring during such absence until they have had the required period off duty.

- (v) For the purposes of this clause ordinary hours shall be inclusive of time worked for accrual purposes as provided for by clause 5, Hours.

19. Call Back

An employee who after leaving their place of employment, is required to return to the employer's premises for any reason other than carrying out rostered duties, shall be paid a minimum of four hours' pay at the appropriate rate for each such attendance. This payment shall apply whether the employee was notified before or after leaving the place of employment.

This clause shall not apply where a period of duty is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. The employee shall be given at least eight hours off duty, excluding travelling time in excess of thirty minutes and a meal break of thirty minutes, before there is a requirement to resume ordinary hours. An employee requested to resume duty before eight hours' rest is given shall be paid at double ordinary rates until such employee has been relieved from duty for a period of eight hours.

20. Mixed Functions

An employee engaged for at least two hours on any day or shift on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for such a day or shift. Where an employee is engaged for less than two hours on any one day or shift, payment shall be at the higher rate for the time so worked.

An employee who is required to perform work temporarily for which a lower rate is paid, shall not suffer any reduction in wages whilst so employed. Any work of less than one week's duration shall be deemed temporary.

This clause shall not apply in situations where the higher duties result from the absence of an employee on a rostered day off.

21. Sick Leave/Personal Carer's Leave

- (i) The entitlement to sick leave shall be as follows:
- (a) Employees engaged under Schedule 1, Part 1 of the Act except TAFE General Service Officers assigned to work at TAFE premises:
 - (1) Shall be entitled to sick leave in accordance with the Public Sector Employment and Management (General) Regulation 1996. The Regulation provides for 15 days sick leave per year. Any untaken leave is cumulative. Sick leave on full pay accrues at the beginning of the calendar year. If an employee commences after 1 January, sick leave on full pay accrues on a proportionate basis for the year in which employment commences.
 - (2) An employee absent from duty for more than 3 consecutive working days because of illness must furnish a medical certificate to the Division Head in respect of the absence.
 - (3) An employee shall be put on notice in advance if required by the Division Head to furnish a medical certificate in respect of an absence from duty for 3 consecutive working days or less because of illness.
 - (b) TAFE General Service Officers: in accordance with the TAFE NSW Sick Leave Policy published in the TAFE Commission Gazette No. 32 of 20/08/97
 - (c) Ministerial Employees, engaged under Ministerial Authority: in accordance with the Uniform Leave Conditions

- (ii) Use of sick leave to care for a sick dependant - general

When family and community service leave, as outlined in clause 24 is exhausted, the sick leave provisions under clause (i) may be used by an employee to care for a sick dependant.

- (iii) Use of sick leave to care for a sick dependant - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
- (1) the employee being responsible for the care and support of the person concerned, and
 - (2) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

- (3) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (i) 'relative' means a person related by blood, marriage or affinity;
 - (ii) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (iii) 'household' means a family group living in the same domestic dwelling
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) In special circumstances, the Chief Executive Officer or Managing Director may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in paragraph (c).
- (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (g) Wherever practicable, the employee shall give the Chief Executive Officer or Managing Director prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Chief Executive Officer or Managing Director beforehand, notification should be given by telephone at the first opportunity on the day of absence.
- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

22 Public Holidays

- (i) The days on which the following holidays are observed shall be holidays under this Award, namely New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed a public holiday throughout the State. The Picnic Day of the Union shall also be observed as an additional holiday under this Award, to be granted on one of the three working days between Christmas and New Year's Day. The specific date is to be advised to employees prior to December each year.

- (ii) Except as hereinafter provided -
 - (a) Employees on weekly hiring shall be entitled to the above holidays without loss of pay;
 - (b) Employees shall be paid at the rate of double time and one-half with a minimum payment of four hours at such rate for all time worked on the above holidays.
- (iii) For the purpose of this clause any employee whose ordinary hours of work commence before and continue past midnight shall be regarded as working on a holiday only if the greater number of working hours fall on the holiday, in which case all the time worked shall be regarded as holiday work. If the number of ordinary hours worked before and past midnight is equal, all ordinary time worked shall be regarded as time worked on the day on which the shift commenced.
- (iv)
 - (a) Where a holiday occurs on the rostered day off of a seven day shift worker who is not required to work on the day, the employee is entitled to a day's ordinary pay in respect of such day. The employer may, in lieu of the payment of a day's ordinary pay, add a day to the recreation leave credit.
 - (b) Where the worker is required to work on that day, the employer shall pay the employee a day's ordinary pay in respect of such time, plus time and one-half for the first eight hours (with a minimum payment of four hours) and double time and one-half thereafter.
 - (c) Where the employment of a seven-day shift worker has been terminated and there is an entitlement to payment in lieu of recreation leave with respect to a period of employment, the employee shall also be entitled to an additional payment for each day accrued under this clause at the appropriate ordinary rate of pay. This is provided that payment has not already been made in accordance with paragraph (a), of this subclause.

23. Recreation Leave

- (i) The entitlement to recreation leave shall be as follows:
 - (a) Employees engaged under Part 1, Schedule 1 of the Act except TAFE General Service Officers assigned to work at TAFE premises: in accordance with the Conditions Award.
 - (b) TAFE General Service Officers: in accordance with the TAFE NSW Recreation Leave policy published in the TAFE NSW Gazette No.48 of 11/12/91.
 - (c) Ministerial employees, engaged under Ministerial authority: in accordance with the Uniform Leave Conditions.
- (ii) Caretakers and Seven-Day Shift Workers -
 - (a) In addition to the normal recreation leave provisions, a caretaker or seven-day shift worker, at the end of each year of continuous employment shall be entitled to an additional one week's leave:

If during the year of employment only a portion of it has been served as a caretaker or a seven-day shift worker, the additional leave shall be 3.25 hours for each completed month of employment in those classifications. Where the additional leave is or comprises a fraction of a day, such fraction shall not form part of the leave period and shall be discharged by payment only.
 - (b) Where the employment of a caretaker or seven-day shift worker is terminated and the person thereby becomes entitled to payment in lieu of recreation leave for a period of employment, such person also shall be entitled to an additional payment of 3.25 hours at their ordinary rate of pay for each completed month of service.

- (iii) For the purposes of this clause, a seven-day shift worker means an employee whose ordinary working period includes Sunday and/or holidays on which the employee may be regularly rostered for work.

Redundant as leave is provided in (i)

24. Family & Community Services Leave

- (i) The Chief Executive Officer or Managing Director may grant family and community service leave to an employee:
- (a) for reasons related to the family responsibilities of the employee, or
 - (b) for reasons related to the performance of community service by the employee, or
 - (c) in a case of pressing necessity
- (ii) Family and Community Services Leave replaces Short leave.
- (iii) The maximum amount of family and community services leave on full pay that may be granted to an employee is:
- (a) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
 - (b) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period
- (iv) Family and community service leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (v) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete 'per occasion' basis on the death of a person defined in Clause 21(iii)a(2).

25. Parental Leave

The entitlement to parental leave shall be as follows:

- (a) Employees engaged Part 1, Schedule 1 of the Act, except TAFE General Services Officers, assigned to work at TAFE premises.: in accordance with the Conditions Award
- (b) TAFE General Services Officers in accordance with the TAFE NSW Maternity Leave policy published in the TAFE NSW Gazette No.10 of 9/6/04.
- (c) Ministerial employees, engaged under Ministerial Authority, in accordance with the Uniform Leave Conditions.

26. Extended Leave/Long Service Leave

- (i) The entitlement to extended leave/long service leave shall be as follows:
- (a) Employees engaged under Schedule 1, Part 1 of the Act except TAFE General Services Officers assigned to work at TAFE premises: in accordance with Schedule 3 of the Act
 - (b) TAFE General Services Officers: in accordance with the TAFE NSW Long Service Leave policy published in the TAFE NSW Gazette No.2 of 16/02/87

- (c) Ministerial employees, engaged under Ministerial authority in accordance with the Uniform Leave Conditions.

27. Other Forms of Leave

- (i) Employees Engaged under Schedule 1, Part 1 of the Act Except TAFE General Services Officers Assigned to Work at TAFE Premises: in Accordance With the Public Sector Employment and Management (General) Regulation 1996 and the Conditions Award, Or Any Replacement Award,
- (ii) TAFE General Services Officers: relevant TAFE NSW Leave and Absence policies apply
- (iii) Ministerial employees, engaged under Ministerial Authority, : see Uniform Leave Conditions.

28. Anti-Discrimination

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

29. Dispute Resolution

Any dispute shall be dealt with in the following manner:

- (i) in the event of a claim, issue or dispute, the employee(s) and/or delegate(s) of the union will place the claim, issue or dispute before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible.

- (ii) Failing agreement, employee(s) and/or delegate(s) of the union will place the claim, issue or dispute before the Manager or his/her deputy. The Manager or his/her deputy will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible.
- (iii) If no agreement is reached at this stage on the claim, issue or dispute, the matter will be fully reviewed by the Secretary of the union or its representative and senior management. All reasonable steps will be taken to resolve the matter.
- (iv) Failing agreement, the claim, issue or dispute shall be referred to the Industrial Relations Commission of New South Wales for resolution.
- (v) All work shall continue normally while the above procedures are taking place.

30. Non-Reduction of Existing Wages and Conditions

Wages And Conditions

- (i) Employees still in receipt of a 20% part-time loading shall continue to receive such loading under the protection of the *Public Sector Employment and Management Act 2002*.
- (ii) Existing employees as at 31 January 1992 shall not be compelled to work broken shifts or become seven-day shift workers in accordance with the provisions of this award. However, employees engaged after 31 January 1992 may be required to work broken shifts or work ordinary hours over seven days of the week.

31. Exemptions

- (i) This award shall not apply to persons currently employed in terms of Determination No. 768 of 1982 - Security Officers and Senior Security Officers, Various Departments, made pursuant to Section 130 of the *Public Sector Employment and Management Act 2002* or any variation or replacement thereof.

32. Deduction of Union Membership Fees

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

33. Area, Incidence and Duration

- (i) This award shall apply to Crown employees employed under Part 1, Schedule 1 of the Act and who are employed in the classifications contained in this Award or under Ministerial Authority, excluding the

County of Yancowinna, within the jurisdiction of the Security and Cleaning, &c (State) Industrial Committee.

- (ii) This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Security and General Services) Award published 15 April 2005 (350 IG 68), as varied.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 18 December 2007.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Rates of pay for this award are now contained in the Crown Employees Wages Staff (Rates of Pay) Award 2007.

Classification	Amount per week as at 1.7.07 \$
Security Officer	
Grade 1	668.50
Grade 2	691.90
Grade 3	723.60
General Services Officer	
Grade 1	596.50
Grade 2	648.00
Grade 3	668.60
Part time Employees - General Services Officer Grade 2 (Cleaners)	18.43 per hour ordinary time and for all paid leave

Department of Education and Training

Classification	Amount per week as at 1.7.07 \$
Security Officer	
Grade 1	720.50
Grade 2	745.70

TAFE

Classification	Amount per week as at 1.7.07 \$
General Services Officer	
Grade 2	698.30

Table 2 - Allowances

Item No.	Clause 9 - Additional Rates	As at 1.7.07 \$
1	(i) Leading Hands Allowance 1 - 5 employees 6 - 10 employees 11-15 employees 16-20 employees over 20 employees - for each employee over 20 an additional 49 cents is paid	28.70 32.60 42.50 49.00 49.00
2	(ii) Qualification allowance	19.30
3	(iii) First Aid Allowance	14.80
4	(iv) Boiler Attendants Certificate	12.60
5	(v) Refrigeration Drivers Certificate	12.60
6	(vi) Contingency Allowance 1 - 10 hours per week 11 to 25 hours per week 26 to 38 hours per week	7.90 12.30 16.40
7	(vii) Toilet Allowance	9.80
8	(viii) Mult-Purpose Machines Allowance - per shift	2.38
9	(ix) Furniture Removal Allowance - per shift	2.38
10	(x) Torches - per shift	0.80
11	(xi) Laundry Allowance - per shift	1.64
12	(xii) Locomotion Allowance - per shift	26.20
13	(xiii) Motor Vehicle Allowance Use of private motor vehicle during work related duties Vehicles under 1600cc Vehicles 1600cc-2600cc Vehicles over 2601cc (nb ATO has changed these)	Official business rate: Engine Rate per km 54.1 75.6 81.2
14	(xii) Bicycle - per shift	1.75
15	Broken Shifts Allowance- per day – Clause 10(iii)(a) Excess Fares - per week - Clause 10(iii)(b)	12.40 7.20
16	Accommodation Deduction - per week – Clause 13(ii)	15.00
17	Meal Money – Clause 18 Overtime	10.60

Department of Education and Training

Item No.	Clause 9 - Additional Rates	As at 1.7.07
(i)	Leading Hands Allowance 1-5 employees 6-10 employees 11-15 employees 16-20 employees Over 20 employees - for each employee over 20 an additional 49 cents is paid	31.00 35.00 45.80 53.00 53.00
(vi)	Contingency Allowance 1-10 hours per week 11 to 25 hours per week 26 to 38 hours per week	8.50 13.10 17.70

TAFE

Item No.	Clause 9 - Additional Rates	As at 1.7.07
(i)	Leading Hands Allowance	
	1-5 employees	31.00
	6-10 employees	35.00
	11-15 employees	45.80
	16-20 employees	53.00
	Over 20 employees - for each employee over 20 an additional 49 cents is paid	53.00
(iii)	First Aid Allowance	16.20
(x)	Laundry Allowance - per shift	1.84

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (SHERIFF'S OFFICERS) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1695 of 2007)

Before Commissioner Ritchie

18 December 2007

REVIEWED AWARD**PART A****1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Salary
5.	Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 to Apply
6.	Meal Allowance For Staff Who Are Required to Travel
7.	Uniforms Laundering and Grooming
8.	Vehicle Maintenance
9.	Skill Development, Training and Promotion
10.	Grievance and Dispute Settling Procedures
11.	Anti-Discrimination
12.	Work Practice Reform
13.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Salary Rates

Table 2 - Meal Allowance

2. Title

This Award shall be known as the Crown Employees (Sheriff's Officers) Award 2007.

3. Definitions"Act" means the *Public Sector Employment and Management Act 2002* and its Regulations.

"Department" means the Attorney General's Department.

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

"Director of Public Employment" has the same meaning as in the *Public Sector Employment and Management Act 2002*.

"Officer" means 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 one of such positions.

4. Salary

The salary payable to officers shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.

5. Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 to Apply

The provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 apply to this award except clause 29, Meal Expenses on One Day Journeys, and clause 48, Uniforms Protective Clothing and Laundry Allowance.

6. Meal Allowance for Staff Who are Required to Travel

- (i) For the purposes of this clause "region" means the sheriff's office region to which an officer is from time to time attached.
- (ii) An officer who is required to travel to perform duty outside the officer's region and who is not required to obtain overnight accommodation at a place other than the officer's residence shall be paid the following allowances as set out in Table 2 of Part B Monetary Rates for:
 - (a) breakfast when required to commence travel at or before 6.00am and at least 1 hour before the prescribed starting time;
 - (b) an evening meal when required to travel until or beyond 6.30pm; and
 - (c) lunch when unable to take lunch within the officer's region and, as a result, incurs additional expense for lunch. In such instances, the officer shall be paid the amount equivalent to the additional expense or the allowance specified for lunch in Table 2 of Part B Monetary Rates, whichever is the lesser.

7. Uniforms, Laundering and Grooming

The uniform requirements of Sheriff's Officers are determined by the Sheriff. Officers who are required to wear complete uniform in accordance with those determinations are responsible at their own cost for the care and laundering of all uniform items provided to them. Officers are required to be personally well-groomed, neat and tidy at all times when on duty.

8. Vehicle Maintenance

Sheriff's Officers are responsible for the care, maintenance and cleaning of official vehicles and suitable equipment and materials are to be supplied for those purposes.

9. Skill Development, Training and Promotion

To be eligible to be appointed to any promotional positions an officer will be required to satisfactorily complete the minimum training courses determined by the Sheriff from time to time to become eligible to apply for promotion on a competitive merit basis.

The Sheriff may from time to time prescribe those courses to be satisfactorily completed by all applicants at each promotional rank, and the frequency of continuing refresher training. Without limiting the foregoing a course or courses may be prescribed in the areas of:

- (i) ethical practice skills;
- (ii) client service skills;

- (iii) tactical and self defence competencies;
- (iv) conflict management and resolution;
- (v) information technology skills;
- (vi) operational management;
- (vii) leadership and management.

10. Grievance and Dispute Settling Procedures

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- (ii) An officer is required to notify in writing their immediate supervisor, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (iv) The immediate supervisor, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate supervisor, the officer may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the officer until the matter is referred to the Department Head.
- (vi) The Department Head may refer the matter to the Director of Public Employment for consideration.
- (vii) If the matter remains unresolved, the Department Head shall provide a written response to the officer and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) An officer, at any stage, may request to be represented by their union.
- (ix) The officer, or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The officer, Association, Department and the Director of Public Employment shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any officer or member of the public.

11. Anti-Discrimination

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

12. Work Practice Reform

The parties are to work diligently, cooperatively and in good faith to achieve ongoing work practice reforms to improve the efficiency and effectiveness of Sheriff's Office operations.

13. Area Incidence and Duration

- (i) This award will apply to Sheriff's Officers of the Attorney General's Department.
- (ii) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the Crown Employees (Sheriff's Officers) Award published on 11 March 2005 (349 I.G. 92) and all variations thereof.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 5 December 2007.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B**MONETARY RATES****Table 1 - Salary Rates - Sheriff's Officers**

The salary rates are set in accordance with the Crown Employees (Public Sector – Salaries 2007) Award effective from the beginning of the first pay period to commence on or after 1 July 2007

Position	Salary \$
Chief Inspector	
Year 2	67,448
Year 1	65,527
Inspector	
Year 2	63,056
Year 1	61,128
Sergeant	
Year 4	56,701
Year 3	55,010
Year 2	53,344
Year 1	51,784
Sheriff's officer	
Year 4	50,356
Year 3	49,012
Year 2	47,682
Year 1	46,320
Probationary Sheriffs officer	42,338

Table 2 - Meal Allowance

Capital cities and the following country centres:

Maitland
Newcastle
Port Macquarie
Wagga Wagga
Wollongong

Breakfast	\$20.20
Lunch	\$22.65
Dinner	\$38.95

All other NSW Country Centres

Breakfast	\$18.05
Lunch	\$20.65
Dinner	\$35.60

D. W. RITCHIE, Commissioner.

CROWN EMPLOYEES (STATE LIBRARY SECURITY STAFF) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1696 of 2007)

Before Commissioner Ritchie

18 December 2007

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Title
3.	Parties to the Award
4.	Salaries
5.	Conditions of Employment
6.	Hours of Work
7.	Shift Loadings
8.	Incremental Progression
9.	Local Arrangements
10.	Deduction of Union Membership Fees
11.	Grievance and Dispute Settling Procedures
12.	Anti Discrimination
13.	Savings of Rights
14.	Area Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

PART A

1. Definitions

"The Crown Award" means the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

"DPE" means Director of Public Employment which has the same meaning as in the *Public Sector Employment and Management Act* 2002.

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

"The State Library" means the State Library of New South Wales.

2. Title

This Award shall be called the Crown Employees (State Library Security Staff) Award 2007.

3. Parties to the Award

The parties to the Award are the DPE and the PSA.

4. Salaries

- (a) Salaries have been annualised to include shift penalties except those for Public Holidays. Shift loadings for Public Holidays will be paid in the next available pay after working on a public holiday at the rate provided in the "Shift Work and Overtime" provisions of the Crown Award. The annualised salary rate will be the salary rate for all purposes including calculating overtime, holidays, leave loading, superannuation and long service leave.
- (b) The annualised salaries provided for in this award are calculated by using the shift loadings contained in the "Shift Work and Overtime" provisions of the Crown Award.
- (c) Staff employed under this award shall be eligible to receive the more favourable of leave loading or shift penalties when proceeding on recreation leave in accordance with the "Leave" provisions of the Crown Award.
- (d) Salaries paid to staff employed as Security Officers at the State Library will be as per Part B.

5. Conditions of Employment

- (a) Except as where varied by this Award conditions of employment shall be as provided for in the Crown Award.
- (b) Security staff will be granted five (5) Rostered Days Off in each twenty (20) week shift cycle. Accrual of hours will be as locally arranged. Rostered days off will be taken as per the roster. Up to three (3) rostered days off may be banked.
- (c) Security staff will work the weekends rostered to qualify them for the five (5) additional days leave provided for in the "Shift Work and Overtime" provisions of the Crown Award.
- (d) There will not be a separate payment for a Computer Allowance as computer skills and responsibilities have been taken into account in the job evaluation process.
- (e) First aid allowances in line with the Crown Award will be paid to staff that acquire a first aid certificate.
- (f) An approved uniform and accessories will be issued to each Security Officer and must be worn when on duty. Uniforms and accessories will be replaced on a needs basis as approved by the Security Coordinators.
- (g) Staffing levels will be determined to meet the security needs of the Library. The State Library will have in place recruitment strategies so that all vacant positions are filled as expeditiously as possible.

6. Hours of Work

- (a) Hours of work shall continue to be thirty five (35) hours per week worked over a seven (7) day roster.
- (b) The State Library may require a Security Officer to perform duty beyond the hours determined above but only if it is reasonable for the Security Officer to be required to do so. A Security Officer may refuse to work additional hours in circumstances where the working of such hours would result in them working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:

- (1) the Officer's prior commitments outside the workplace, particularly the Officer's family and carer responsibilities, community obligations or study arrangements,
- (2) any risk to Security Officer health and safety,
- (3) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
- (4) the notice (if any) given by the State Library regarding the working of the additional hours, and by the Security Officer of their intention to refuse the working of additional hours, or
- (5) any other relevant matter.

7. Shift Loadings

The annualised salaries provided for in this Award are based on the current rosters and are calculated by using the penalties contained in the "Shift Work and Overtime" provisions of the Crown Award.

8. Incremental Progression

Security Officers will be entitled to the next increment, up to the 4th year increment, after 12 months service, subject to satisfactory attendance, conduct and performance of duties.

9. Local Arrangements

- (a) Payment of Security Licence fees will be as agreed between the State Library and Security Staff.
- (b) To accrue time for rostered days off staff will take a forty five (45) minute meal break and commence shifts at a time seven (7) minutes before the listed starting time.

10. Deduction of Union Membership Fees

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

11. Grievance and Dispute Settling Procedures

- (a) All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the State Library, if required.

- (b) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (c) The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days or as soon as practicable, of the matter being brought to attention.
- (d) Where the grievance or dispute resolution involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager, the notification may occur to the next appropriate level of management, including where required, to the State Librarian & Chief Executive or delegate.
- (e) If the matter remains unresolved, with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the State Librarian & Chief Executive.
- (f) The State Librarian and Chief Executive may refer the matter to the DPE for consideration.
- (g) If the matter remains unresolved the State Librarian & Chief Executive shall provide a written response to the staff member and any party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in regard to the matter.
- (h) A staff member, at any stage, may request to be represented by their union.
- (i) The staff member or the union on their behalf, or the State Librarian & Chief Executive may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (j) The staff member, the union, the State Library and the DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (k) Whilst the procedures outlined in subclauses (i) to (ix) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

12. 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 responsibilities as a carer.
- (b) 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.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (1) any conduct or act which is specifically exempted from anti-discrimination legislation;

- (2) offering or providing junior rates of pay to persons under 21 years of age;
 - (3) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (4) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (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.

Notes:

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

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

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

13. Savings of Rights

Should there be a variation to the Crown Employees (Public Sector Salaries - January 2002) Award or an Award replacing that Award, employees of the State Library covered by this Award will maintain the same salary relationship to the rest of the public service. Any such increase will be reflected in this Award either by a variation to it or by the making of a new Award.

14. Area, Incidence and Duration

This Award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the previous reviewed Crown Employees (State Library Security Staff) Award published 12 November 2004 (347 I.G. 282).

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 18 December 2007.

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

PART B

MONETARY RATES

The annualised salary rates as at 1 July 2007 as listed in Table 1 below.

The annualised salary rates incorporate shift penalties as per clause 4, Salaries.

Table 1 - Rates of Pay

Year	Annualised Salary Rate per year as at 1/7/07 \$
1st year	41,502
2nd year	50,230
3rd year	51,655
4th year	53,211

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (TIPSTAVES TO JUSTICES) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1698 of 2007)

Before Commissioner Ritchie

18 December 2007

REVIEWED AWARD**Arrangement****PART A**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Recreation Leave
5.	Long Service Leave
6.	Sick Leave
7.	Public Holidays
8.	Leave for Special Purposes
9.	Military Leave
10.	Study Time
11.	Parental Leave
12.	Absence Whilst on Compensation to Count as Service for Leave Purposes
13.	Absences caused by Adverse Weather Conditions
14.	Continuity of Service
15.	Uniforms
16.	Grievance and Dispute Settling Procedures
17.	Anti-Discrimination
18.	Secure Employment
19.	Leave Reserved
20.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1

Appendix A

Appendix B

PART A**1. Title**

This award shall be known as Crown Employees (Tipstaves to Justices) Award 2007.

2. Definitions

- 2.1 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 2.2 "Employee" means a person employed as a tipstaff.
- 2.3 "Department" means the Attorney General's Department
- 2.4 "Service" means continuous service both before and after the commencement of this award as a tipstaff to any Justice of the Supreme Court of New South Wales or the Industrial Relations Commission of New South Wales, or the Land and Environment Court of New South Wales, or as a tipstaff to any Judge of the District Court of New South Wales or the Compensation Court of New South Wales; provided that future entrants shall be deemed to have the years of service indicated by the salary at which they enter.
- 2.5 "Uniform" means a frock coat for court work as provided.

3. Salaries

The rates of pay of employees shall be as set out in Table 1 of Part B, Monetary Rates.

4. Recreation Leave

4.1 Accrual and Calculation of Leave -

- (a) Recreation leave accrues at one and two third days per completed month of service, up to a maximum of 20 days per year. Recreation leave does not accrue in respect of unauthorised absences or in respect of authorised periods of leave without pay which, when aggregated, exceed five working days in a leave year unless such leave is taken during Law Vacation - see clause 4.4 Law Vacation below.
- (b) The minimum unit of leave is a quarter of a day and leave may be taken in multiples of a quarter day. Recreation leave entitlements should be balanced at least once per year. When calculating recreation leave, fractions other than an exact quarter day should be rounded off to the nearest quarter day or multiple thereof.
- (c) When calculating the proportionate deduction to be made in respect of leave without pay, fractions other than a quarter day or multiple thereof, should be rounded off to the next lower quarter day or multiple thereof.

4.2 Taking of Leave -

- (a) Recreation leave is to be taken in one consecutive period not later than six months after the completion of each 12 months service, except where the employer and employee agree otherwise.
- (a) An employee may be required by the employer to take accrued recreation leave at a time convenient to the employer but, as far as practicable, the wishes of the employee should be taken into account when fixing the time for the taking of leave, particularly where employees have special needs due to family responsibilities. For example, where employees have school aged children, leave rosters should be arranged in such a way as to allow each person to take leave at some time during school holidays.

4.3 Conservation of Leave - Conservation of leave up to a maximum of 40 working days may be permitted by the employer in exceptional circumstances and on the understanding that the leave will be reduced to an acceptable level as soon as possible.

4.4 Law Vacation -

- (a) Where a court or tribunal or other judicial body is temporarily closed or reduced to a nucleus for the purposes of annual holidays (law vacation), an employee who has not accrued sufficient recreation leave to cover the whole period of such closure or reduction of staff, will be required to take recreation leave to credit followed by leave without pay for the balance of the period.
- (b) Employees who are required to take leave without pay during law vacation are to be paid for all public holidays occurring during such leave. This period of leave without pay is also to count for the accrual of recreation leave in the following year.

4.5 Payment on Termination of Employment -

- (a) On termination of employment, an employee is entitled to be paid the monetary value of recreation leave to credit.
- (b) For the purposes of calculation of leave on termination, credit is to be allowed for periods of employment of less than a month. Leave due is to be calculated to an exact quarter day. Where applicable, fractions other than an exact quarter day are to be taken to the next higher quarter day.
- (c) Where an employee has been granted recreation leave in advance, the employer may deduct the value of such leave from any remuneration due to the employee on termination of employment.

4.6 Payment of Monetary Value of Accrued Recreation Leave On Death -

- (a) If an employee dies, the monetary value of accrued leave for which payment has not already been made, may be applied towards the payment of funeral expenses or may be paid to the employee's next of kin or to the Estate.
- (b) Where the funeral expenses have not been paid or have been paid by a person other than the person making the claim for payment of untaken recreation leave, approval may be sought from the Minister to direct that the funeral expenses form the first charge on the monetary value of leave. Payment may be made directly to the funeral director or to the person who paid the funeral expenses, subject to production of receipts.
- (c) Any balance of the monetary value of recreation leave should then be paid to the employee's next of kin or to the Estate as specified in the next clause.
- (d) If no claim for payment of funeral expenses is made, the monetary value of leave is to be paid in the following order (each class taking to the exclusion of the others):
 - (1) to the widow or widower of the employee; or
 - (2) to the children of the employee; or
 - (3) to the dependent relatives of the employee; or
 - (4) to the personal representative of the employee (that is the Estate)

4.7 Recreation Leave Loading -

- (a) Employees are to be granted a recreation leave loading equivalent to 17.5 per cent of four weeks' ordinary salary or wages, provided that the loading payable does not, in any case, exceed the loading calculated in accordance with the foregoing on the maximum salary applicable from time to time to Grade 12, Clerk under the *Public Sector Employment and Management Act 2002*.
- (b) There shall be a leave loading year ending 30 November, in every year. The full entitlement to the loading on recreation leave that the employee has accrued over the previous leave year is to be paid to the employee on the first occasion when he or she takes sufficient recreation leave to

enable the employee to be absent from duty for at least two consecutive weeks after 1 December in any year. The loading will apply only to leave accrued in the year ending on the preceding 30 November.

- (c) Leave and salary records need to be endorsed to indicate that the leave loading for the previous leave loading year has been paid.
- (d) In the event of no such absence occurring by 30 November of the following year, the employee is to be paid the monetary value of the recreation leave loading payable on leave accrued as at 30 November of the previous leave year, notwithstanding that the employee has not entered on leave. Leave and salary records need to be endorsed to indicate that the payment has been made.
- (e) On retirement or termination of services by the employer for any reason other than misconduct an employee, who has not already taken a period of recreation leave since the preceding 1 December and who has not been paid the recreation leave loading in respect of such leave, is to be paid the recreation leave loading which would have been payable had such leave been taken.
- (f) The recreation leave loading is not to be paid when an employee is granted recreation leave to credit or the monetary value of recreation leave to credit on resignation or dismissal for misconduct.
- (g) Broken service during the year does not attract the recreation leave loading. If an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment is to be taken into account for annual leave loading purposes.
- (h) Rate of Payment -
 - (1) The recreation leave loading is to be calculated on the salary or wage rate paid for the leave when taken.
 - (2) If an increase in the salary or wage rate occurs during a period of leave, retrospective adjustment of the recreation leave loading is to be made. Where payment is made as at 30 November, because no period of two weeks' leave has been taken during the year, the payment is to be calculated at the rate which would have been paid had the leave been taken at 30 November.
 - (3) Provided adequate notice is given, the recreation leave loading is to be paid prior to entry on leave, generally at the same time as the salary or wages in respect of the period of leave.
 - (4) The recreation leave loading may be calculated in the following manner:
 - (i) Annual Salaries; loading on 4 weeks leave; divide the annual salary by 74.54.
 - (ii) Weekly Rates; loading on 4 weeks leave; divide the weekly rate by 1.4286.

5. Long Service Leave

5.1 Accrual and Calculation of Leave -

- (a) Long service leave for employees accrues and is granted on a working day and not a calendar day basis. All public holidays occurring during the period of long service leave are to continue to be counted as part of long service leave.
- (b) For the purposes of accrual of long service leave:

one month of long service leave equals 22 working days;

each completed year of service between 5 and 10 years of service, accrues 0.0843 days per week or 0.0169 of a day per day of service;

each completed year of service after 10 years, accrues 0.2108 days per week or 0.0422 of a day per day of service;

10 years of service will accrue 44 working days;

20 years of service will accrue 154 working days;

30 years of service will accrue 264 working days;

40 years of service will accrue 374 working days;

50 years of service will accrue 484 working days;

- (c) Accrued long service leave may be taken at full or half pay.
- (d) The decision as to whether leave will be taken at full or half pay, rests with the employee. Whilst every effort should be made to grant long service leave at a time requested by the employee, the ultimate decision as to when leave will be taken rests with the employer.
- (e) The minimum leave that may be granted is a quarter of a day.
- (f) Where the services of an employee who has had at least five years' service but less than ten years' service are terminated by the employer for any reason other than the employee's serious and intentional misconduct or by the employee on account of illness, incapacity or domestic or other pressing necessity, the employee is entitled to receive payment for proportionate long service leave, calculated in accordance with paragraphs 5.1(a) to 5.1(e) above.

5.2 Service -

- (a) Service with any "State Authority" or any "Governmental Service" within the meaning of the *Transferred Officers Extended Leave Act 1961*, as amended and upon the terms and conditions prescribed in the Act, shall be regarded as service for the purposes of computing long service leave.
- (b) Service with the Civil Construction Corps established under the *National Security Act 1939*, or in the naval, military or air forces of the Commonwealth shall be regarded as service with the authority by whom the employee was employed immediately before commencing service with one of the abovementioned.
- (c) In respect of employees employed on or after 1 January 1970, such service shall be recognised for long service leave purposes according to the terms and conditions laid down in the *Transferred Officers Extended Leave Act 1961*.
- (d) Absence due to incapacity caused by accidents for which compensation is payable shall be regarded as service for the purpose of accrual of long service leave.
- (e) Periods of leave without pay do not count as service for long service leave purposes except in the case of employees who:
 - (1) have completed at least ten years' service, in which case any period without pay not exceeding six months taken after 13 December 1963 shall count for the accrual of long service leave;
 - (2) are required to take leave without pay as a result of the law vacation.

- (f) All broken periods of service, service being defined as in 5.2(a) above, shall count for long service leave purposes.
- (g) In respect of employees employed on or after 1 January 2006 such service shall be recognised for long service leave purposes according to the terms and conditions laid down in Schedule 3A of the *Public Sector Employment and Management Act 2002*.

5.3 Monetary Value of Accrued Long Service Leave -

- (a) On termination of services, an employee who has acquired a right to long service leave, shall be paid, as a gratuity, the monetary value of long service leave to credit.
- (b) When an employee applies for long service leave during the term of his or her employment, and elects to be paid for such leave in advance, payment may be made in a lump sum (but not as a gratuity) for leave to the employee's credit as at the date immediately prior to the first day of long service leave.
- (c) Where an employee has acquired a right to long service leave and dies before entering upon it or after entering upon it dies before its completion, the monetary value of long service leave to credit is to be paid in the following order (each class taking to the exclusion of the others):
 - (1) to the widow or widower of the employee; or
 - (2) to the children of the employee. Where there is a guardian of any children who are entitled to the monetary value of long service leave, the monetary value of long service leave is to be paid to the guardian for the children's maintenance, education and advancement; or
 - (3) to the dependent relatives of the employee; or
 - (4) to the personal representative of the employee (that is, the Estate)
- (d) The money value of untaken leave is to be calculated at the rate of pay the employee was entitled to receive at the time of death.
 - (1) Where an employee with at least five years' service but less than ten years service dies, the monetary value of proportionate long service leave is to be paid in the same manner as stated in subclause 5.3(b) above.
 - (2) Where payment of the money value of long service leave has been made under this section, no action may be brought against the employing authority for payment of any amount in respect of such leave.
- (e) Offset of Long Service Leave already granted - Long service leave already granted to an employee in respect of service with any Authority shall be offset against any leave for which the employee may be eligible under these conditions.
- (f) Accrual of Recreation Leave during Long Service Leave - Recreation leave shall accrue in respect of any period during which an employee has been absent from duty on long service leave. Where long service leave is taken at half pay, recreation leave in respect of such period shall accrue at half the normal accrual rate.
- (g) Where the monetary value of long service leave is paid in lieu of leave, no recreation leave shall accrue in respect of the period covered by the payment.

6. Sick Leave

6.1 Accrual of Leave -

- (a) Subject to the conditions set out in this clause, an employee with not less than three months' continuous service may be granted sick leave up to a maximum of ten working days in each sick leave year in respect of absence from duty, provided the employer is satisfied that such absence is due to illness or incapacity not attributable to the employee's misconduct.
- (b) For those who commenced employment prior to 1 July 1986, a sick leave year shall commence on the first day of January each year. In the first year of service, however, where the employee has completed at least three months' of continuous service, sick leave shall accrue on the following basis:-
 - (1) Where employment commenced after 31 December and prior to 1 April: 10 days
 - (2) Where employment commenced after 31 March and prior to 1 July: 7.5 days
 - (3) Where employment commenced after 30 June and prior to 1 October: 5 days
 - (4) Where employment commenced after 30 September and prior to 1 January: 2.5 days
- (c) For those who commenced employment after 1 July, 1986, the following sick leave provisions apply:
 - (1) during the first 12 months of employment:
first 3 months of continuous service: no leave
3 to 6 months of continuous service: 5 days
6 to 9 months continuous service: 7.5 days
9 to 12 months of continuous service: 10 days
 - (2) on completion of 12 months' service; 10 days sick leave will be available per year from the anniversary of commencement of employment.
- (d) Re-employment in the same leave year - Where an employee is re-employed in the same leave year, sick leave entitlement in respect of that year is not to exceed ten working days or the sick leave that the employee would have been entitled to had employment during the year been continuous from the date of first employment in that year, whichever is the lesser.
- (e) Previous accumulation - An employee who was employed as such on 1 January 1970 is to be credited with the sick leave accumulated as at that date. In respect of a partially completed year of service as at 31 December 1969, accumulation under the said paragraph 6.1(b) is to be calculated by allowing half a day for each completed month of service.
- (f) Accumulation from 1 January 1970 - Effective from 1 January 1970, all sick leave not utilised during the leave year, accumulates and may be used during subsequent service as required in respect of genuine absences due to illness or incapacity.
- (g) Service - Except as provided in paragraph 6.1(d) above and in the Continuity of Service section hereunder, previous periods of employment are not to be taken into account for sick leave purposes.

- 6.2 Special Leave for Accepted War-Caused Disabilities - After a continuous period of at least three months' service as a Ministerial employee, an employee who has had a period of service with the armed forces of Australia, is eligible to be granted up to ten days' special sick leave on full pay in any sick

leave year in addition to his or her ordinary sick leave, if he or she is absent as a result of an accepted war-caused disability. Absences from duty for the following reasons are also to be debited against the special sick leave:

- (a) attending hospital or medical officer for pension review;
- (b) attending hospital to report or for periodical examination or attention; and;
- (c) attending Limb Factories for supply, renewal and or repair of artificial replacements or surgical appliances.

6.3 When an employee exhausts the special sick leave allocation in a leave year, any further absences in that year on account of war-caused disabilities, are to be charged against ordinary sick leave to credit.

6.4 Notification of Absence - If an employee is to be absent from duty because of illness or other emergency, the employee shall notify or arrange for another person to notify the supervisor as soon as possible of the employee's absence and the reason for the absence.

6.5 Leave Pending Determination of Claims for Workers Compensation -

- (a) Pending the determination of a claim for workers compensation, an employee may be granted sick leave to credit. If subsequently, payment of workers' compensation is approved, any sick leave granted in anticipation of workers' compensation is to be restored to the employee's credit.
- (b) When an employee who has been absent from duty in excess of 26 weeks, is granted the statutory rate under workers' compensation, he or she may utilise available sick leave to make up the difference between the statutory rate and ordinary rate of weekly salary or wage. On the expiration of available sick leave, weekly compensation payments only will be payable.

6.6 Leave as a Charge Against Accrued Recreation Leave, Long Service Leave or Leave Without Pay.

An employee who has exhausted sick leave to credit and is still unable to resume duty through illness or incapacity, may elect to utilise any recreation, long service leave to credit or sick leave without pay, provided the absence continues to be supported by acceptable medical certificates.

6.7 Illness whilst on Recreation or Long Service Leave -

- (a) Where an employee produces a satisfactory medical certificate to the effect that he or she has been incapacitated for any period whilst on recreation leave or for a week or more whilst on long service leave, the employee may be granted sick leave to credit in respect of the period covered by the medical certificate. Recreation or long service leave replaced by the grant of sick leave is to be re credited to the employee.
- (b) The granting of sick leave shall not apply in respect of recreation or long service leave being taken prior to resignation or termination of services.

6.8 Medical Certificates - An employee absent on account of illness for any period shall submit a medical certificate showing the nature of the illness, if called upon by the employer to do so.

7. Public Holidays

7.1 The following public holidays shall be paid for provided they occur on days which ordinarily would be working days for the employees concerned: New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labor Day; Christmas Day; Boxing Day and such other holidays as may be proclaimed as public holidays throughout the State but not proclaimed local holidays.

7.2 An employee who is absent from work on the working day before or the working day after a Public Holiday without reasonable excuse or without the approval of an appropriate senior person, for example

supervisor at the place of employment, shall not be entitled to payment for such holiday. When work is not carried on right up to the holiday or resumed immediately after a holiday, as at Christmas and New Year, payment for the holiday shall be granted if the employee works up to the time of general stoppage and resumes when the work recommences.

- 7.3 If the holiday falls on a weekend, no additional payment shall be made unless the employee is required to work on that day.
- 7.4 When a holiday occurs during the first month in which an employee is absent through illness, such an employee is to receive pay for the day at the rate of wages paid immediately before the absence commenced.
- 7.5 Where any of the abovementioned public holidays fall within a period of leave granted to an employee, such holidays shall not be a charge against such leave except where leave being taken is long service leave.
- 7.6 An employee who is entitled to be paid for public holidays, shall be paid in full for any such holidays occurring during a period of absence in respect of which workers compensation payments are being made.

8. Leave for Special Purposes

8.1 Bereavement Leave -

- (a) An employee other than a casual employee shall be entitled to up to three days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in 8.1(c) below.
- (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 8.11(a)(3) provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Bereavement leave may be taken in conjunction with other leave available under subclause 8.11. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the court.

8.2 **Attending Retirement Preparation Seminars -** An employee may be granted one day's special leave (with pay) for the purpose of attending a retirement preparation seminar conducted by a recognised Superannuation Fund.

8.3 **National Aborigines Day -** Employees who identify as Aborigines may be granted up to one day's special leave to enable them to participate in the celebrations on the day appointed each year as the National Aborigines Day.

8.4 **Jury Service -** An employee who is called up for jury duty may elect to be granted:

- (a) special leave with pay to cover the time necessarily absent from work, subject to the employee refunding to the employer any fees, less out-of-pocket expenses, paid by the Court in respect of attendance for jury duty; or

- (b) leave without pay or as a charge against recreation leave to credit, in which case the employee is entitled to retain all fees paid by the Court in respect of attendance for jury duty.

8.5 Firefighting or Assisting the State Emergency Services -

- (a) An employee who undertakes firefighting duties during declared emergencies is to be granted special leave on full pay for the time the employee is required to be absent from duty on such emergency firefighting activities.
- (b) An employee who is a volunteer member of a local Fire Brigade or Rural Fire Service may be granted special leave on full pay to a maximum of five days per year to cover necessary absences from duty when called upon to fight fires during normal working hours.
- (c) An employee, who volunteers to assist the State Emergency Services or Rural Fire Service during emergency operations and is released by the employer for that purpose, is to be regarded as being on duty whilst engaged in these activities during normal working hours and paid as if he or she has been carrying out normal work. Where an employee remains on emergency duty for several days and, as a result, experiences physical distress, such employee may be allowed reasonable time for rest before returning to normal duties.

8.6 Absences due to adverse weather conditions - Employees whose life or property is being threatened by adverse weather conditions or where they are prevented from reporting for duty by fire, flood or snow, are eligible to be granted leave to cover their absence from duty.

8.7 Naturalisation Ceremonies - An employee who is to be naturalised may be granted time off, without loss of pay, for the minimum time necessary to enable him or her to prepare for and attend the ceremony.

8.8 Leave to attend Trade Union Training Courses - Leave may be granted up to a maximum of 12 working days in any period of two years to employees who are members of the union to attend short training courses or seminars conducted by or with the support of the Trade Union Training Australia, subject to the following conditions:

- (a) that the employer's operating requirements permit the grant of leave and the employee's absence does not require the employment of relief staff;
- (b) leave of absence will be granted at ordinary pay, that is, payment is not to include shift allowances, penalty rates or overtime;
- (c) leave granted will count as service for all purposes;
- (d) expenses associated with attendance at such courses or seminars, for example fares, accommodation, meal costs, will be met by the employee concerned, but subject to the maximum prescribed above, leave may include travelling time required during working hours to attend such courses or seminars;
- (e) applications for leave must be accompanied by a statement from the union that it has nominated the employee concerned for such course or seminar or that it supports his or her application.

8.9 Leave for employees holding office in Local Government -

- (a) Holders of the office of Mayor of a Municipality, President of a Shire or Chairman of a County Council may be granted special leave with pay for the purpose of attending meetings, conferences or performing other council work which cannot be carried out outside of ordinary working hours.
- (b) Whilst the quantum of leave to be granted is to be determined by the employer, absences requiring time off during normal working hours should be kept to a minimum.

- (c) Where the employer is not prepared to grant special leave with pay, the employee may be granted leave as a charge against available recreation leave or leave without pay.

8.10 English Language Tuition Leave -

- (a) Employees of non-English speaking background who are unable to adequately communicate in the English language, shall be granted time off without loss of pay to attend English Language Classes conducted by the employer or any other recognised statutory authority, for example the Adult Migrant English Service.
- (b) The type, duration and extent of courses conducted by the employer shall be developed in consultation with the Adult Migrant English Service or other recognised authority.

8.11 Personal/Carer's Leave -

(a) Use of Sick Leave -

- (1) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 8.11(a)(3) shall be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January 1998 in terms of clause 6 Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (2) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (3) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
- (ii) the person concerned being:
- (A) a spouse of the employee; or
- (B) a de facto spouse, who, in relation to the employee, is a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although not legally married to that person; or
- (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or the spouse or de facto spouse of the employee; or
- (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (E) a relative of the employee who is a member of the same household, where for the purposes of this subclause:

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

"affinity" means a relationship that one spouse because of marriage has to the relatives of the other; and

"household" means a family group living in the same domestic dwelling.

- (b) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.
- (c) Unpaid Leave for Family Purpose - An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph 8.11(a)(3) of this clause who is ill.
- (d) Recreation Leave -
 - (1) An employee may elect, with the consent of the employer, subject to the provisions of clause 4 Recreation Leave, to take recreation leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (2) Access to recreation leave, as prescribed in subparagraph 8.11(d)(1) of this subclause, shall be exclusive of any Law Vacation period provided for elsewhere under this award.
 - (3) Where applicable, an employee and employer may agree to defer payment of recreation leave loading in respect of single day absences, until at least five consecutive recreation leave days are taken.

9. Military Leave

9.1 Annual Grant - In the period of 12 months commencing on 1 July each year, employees who are part-time members of the Defence Forces' Reserves are entitled to be granted military leave on the following basis:

- (a) Annual Training for members of the:
 - Navy Reserve - 13 calendar days on full pay.
 - Army Reserve - 14 calendar days on full pay.
 - Air Force Reserve - 16 calendar days on full pay.
- (b) Attendance at a School, Class or Course of Instruction by members of the:
 - Navy Reserve - 13 calendar days on full pay.
 - Army Reserve - 14 calendar days on full pay.
 - Air Force Reserve - 16 calendar days on full pay.

Leave provided for in this subclause also applies to attendances in a teaching capacity.
- (c) Additional Grant - Where the Commanding Officer certifies in writing that it is obligatory for the employee to attend training for a period that exceeds the leave normally available, the employer may grant further military leave not exceeding four calendar days in any one military leave year. If the additional 4 calendar days are insufficient to cover the excess, then the employer may grant leave as a charge against recreation or long service leave to credit or as leave without pay.
- (d) Alternative Arrangements - Whilst every effort should be made to release an employee from work at the time requested, military leave may be refused if it is not in the public interest to grant the leave at the time applied for. In such cases, the leave is to be granted later in the military leave year to enable the employee to attend an equivalent annual camp, school, class or course of instruction.

- (e) Payment for Military Leave - Payment of wages in respect of periods of military leave is additional to any payments that the employee receives from the Defence Force Reserves.
- 9.2 Medical Examinations - Special leave up to a maximum of one day may be granted for the time necessary to attend a medical examination or tests for acceptance as a part-time member of the Defence Force Reserves, subject to production of evidence of attendance.
- 9.3 Casual Employees - A casual employee required to undertake part-time military training may be granted leave on the same basis as applies to other employees, provided the period does not exceed the period in which he or she would normally have been employed by the current employer.

10. Study Time

- 10.1 Purpose - Study time is granted for the following purposes:
- (a) attendance at compulsory lectures, tutorials or residential schools, where these are held during working hours;
 - (b) necessary travelling during working hours to attend lectures or tutorials held during or outside working hours;
 - (c) weekly private study;
 - (d) to provide a period of time off prior to or during the examination period for private study purposes as an alternative to weekly study time.
- 10.2 Courses Eligible for Study Time - Courses for which study time is granted must meet at least one criteria in each of the subclauses below:
- (a) lead to a recognised qualification; or
be a TAFE special course; or
be a bridging or qualifying course; or
be an incidental subject which forms part of a course for which study time would be available, where the incidental subject is of relevance to the employer or the public sector.
 - (b) be administered by a public institution;
be accredited by the Higher Education Unit of the Ministry of Education and Youth Affairs; or
lead to membership of a registered professional organisation.
 - (c) be able to be taken on a part-time basis. Study time does not apply to a course that is organised essentially for full time students or which, in later stages, requires full-time attendance.
- 10.3 More Than One Course Studied at the One Time -
- (a) Study time may be granted for more than one course at the same time, provided that the two courses together result in a part-time load and the attendance pattern is convenient to the employer.
 - (b) Regardless of the number of courses studied at one time, the maximum grant remains four hours per week, as outlined in subclause 10.4 below.

10.4 Calculation of Study Time Grant -

- (a) Half an hour is granted for every hour of class attendance required, up to a maximum grant of four hours per week and in respect of correspondence courses, by allowing half an hour for every hour of tutorial or lecture attendance in a corresponding face to face course.
- (b) Where there are block attendance requirements or field days, the grant is calculated by:
 - Step 1: totalling the attendance requirement, in hours, for the semester;
 - Step 2: dividing this amount by two;
 - Step 3: dividing this by the number of weeks in the semester that lectures are held;
 - Step 4: this amount, or 4 hours, whichever is the lesser, is the weekly amount granted.

10.5 Additional Leave -

- (a) Where the grant in subclause 10.4 above is insufficient to cover essential absences, the necessary extra should be granted. Additional leave which, together with leave granted under 10.4 above, totals 4 hours or less does not have to be made up. Leave of more than 4 hours per week must be made up.
- (b) Study time granted in excess of 4 hours may be made up either in advance or in retrospect.

10.6 Study Time in Excess of Four Hours Per Week - Study time granted in excess of four hours per week may be made up either in advance or in retrospect but always in accordance with the arrangement negotiated, in advance, between the employer and employee.

When such an arrangement is being negotiated, the following factors should be considered:

- (a) nature of the duties;
- (b) needs of the workplace;
- (c) whether additional leave granted can be made up before the next grant; and
- (d) use of other forms of leave to offset the additional study time where making it up is impractical.

10.7 When Study Time is Postponed or Not Granted.

- (a) Study time is not to be granted in respect of any classes not attended or when an employee is absent on any other form of leave.
- (b) Study time is an expendable grant. It is lost if not taken at the nominated time but, if an emergency situation arises and the employee is asked by the employer to forego their normal study time, such time may be granted on another day during the same week.

10.8 Power to Grant or Refuse - The grant of study time is subject to the relevance of the course and employer convenience. The employer has the power to grant, and to refuse, study time and the actual study time arrangement must be negotiated between the employee and the employer.

10.9 Repeated Subjects -

- (a) Study time is not available for repeated subjects unless evidence can be provided that failure to successfully complete the subject at first attempt was caused by circumstances outside the employee's control.

- (b) An employee attending, during working hours, repeat subjects for which study time has not been granted, must make up all time taken off in attending those subjects.

10.10 Accumulation - Subject to employer's convenience:

- (a) employees may choose to accumulate part or all of their study time;
- (b) accumulated study time may be taken in any pattern or at any time.

10.11 Compulsory Residential Schools - Correspondence students may accumulate their study time as outlined in subclause 10.10 above in order to cover any compulsory residential schools.

10.12 Block Grants -

- (a) Some courses require substantial block attendance to allow students to undertake compulsory practical work experience.
- (b) A block grant may be made, either in addition to or instead of study time accumulating under 10.11 above, if the employer is satisfied that:
 - (1) block attendance is compulsory;
 - (2) the usual study time grant is inadequate; and
 - (3) the course is of significant value and therefore warrants a different kind of grant.

10.13 Maximum Periods of Block Grants - Block periods of study time may be granted as follows:

- (a) up to 10 days study time may be granted in addition to the grant outlined in subclause 10.5 above;
- (b) up to 20 days study time may be granted instead of the grant outlined in subclause 10.6 above.

10.14 Study Time Granted for the Whole Course - In some circumstances it may be more appropriate to grant an amount of study time for the whole course. Such study time can then be taken according to the needs of the employee and employer's convenience. In cases of this type, the average yearly study time taken should not be more than 10 days, if taken in accordance with 10.13(a) above or 20 days, if taken in accordance with 10.13(b) above.

10.15 Courses Involving Research and Thesis - Block periods of study time may be granted to staff in relation to the research and thesis component of:

- (a) higher degrees;
- (b) qualifying studies to higher degrees; or
- (c) Honours studies.

10.16 Grant of Block Periods in Respect of Courses Involving Research and Thesis - These block periods may be granted on the following basis:

- (a) where a course at any level involves a thesis or major project as well as coursework, the usual study time would be granted for the coursework and 10 days study time for the thesis or major project component;
- (b) for qualifying studies entirely by thesis the grant is 10 days;
- (c) for masters degree studies by research and thesis only, the total grant is 25 days for courses of 2 years' minimum duration and 35 days for courses of 3 years' minimum duration.

- (d) for doctoral studies, the total grant for the course is 45 days.

10.17 Monitoring Study Time - Employers should ensure that:

- (a) employees granted study time have completed their enrolments;
- (b) employees are continuing with the course for which study leave has been granted;
- (c) where there is a choice of times for attendance, the actual attendance pattern is convenient to the employer as well as the employee; and
- (d) additional study time, in excess of four hours per week, is made up.

10.18 The Application Process - Employees who wish to apply for study time should formally notify the employer as soon as possible. Where study time has been granted, employees should give the employer reasonable notice of the program for each year or semester and their proposed pattern of leave. This will allow any negotiations to be completed before the academic year or semester begins.

10.19 Refusal of Study Time Applications - Where an employer decides to refuse an application for study time, he or she should ensure that:

- (a) timely advice is given to the applicant to allow consideration of alternatives;
- (b) counselling is available to applicants to consider alternatives;
- (c) reasons for refusal are clearly and promptly stated, in writing, to the applicant;
- (d) an internal review process or grievance procedure is available should the employee wish a review of the decision.

If subsequently the decision not to grant study time is overturned, the employer may grant study time retrospectively.

10.20 Examination Leave -

- (a) Paid leave, up to a maximum of 5 working days per year, may be granted in respect of attendance at examinations in approved courses of study. Examination leave is available to both face to face and correspondence students.
- (b) The period granted is to include time actually involved in the examination and necessary travelling time. Examination leave is not to be granted in respect of any examinations conducted within normal class timetable during the term or semester, and where study time has been granted to the candidate

11. Parental Leave

Parental leave includes maternity, adoption leave and "other parent" leave.

11.1 Maternity leave shall apply to an employee who is pregnant and, subject to this clause the employee shall be entitled to be granted maternity leave as follows:

- (a) For a period up to 9 weeks prior to the expected date of birth; and
- (b) For a further period of up to 12 months after the actual date of birth.
- (c) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

- 11.2 Adoption leave shall apply to an employee adopting a child and who will be the primary care giver, the employee shall be granted adoption leave as follows:
- (a) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (b) For such period, not exceeding 12 months on a full-time basis, as the Department Head may determine, if the child has commenced school at the date of the taking of custody.
 - (c) Special Adoption Leave - An employee shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.
- 11.3 Where maternity or adoption leave does not apply; "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- (a) Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - (b) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in paragraph (1) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- 11.4 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of 14 weeks, an employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:
- (a) Applied for parental leave within the time and in the manner determined set out in subclause 11.1 of this clause; and
 - (b) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - (1) Continuous service is defined as full or part-time but not casual service, within the NSW Public Service or within a State or governmental organisation proclaimed as such under the *Public Sector Employment and Management Act 2002*.
 - (c) Payment for the maternity, adoption or short other parent leave may be made as follows:
 - (1) in advance as a lump sum; or
 - (2) fortnightly as normal; or
 - (3) fortnightly at half pay; or
 - (4) a combination of full-pay and half pay.
- 11.5 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full time position who is on part time leave without pay when they start parental leave is paid:
- (a) at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
 - (b) at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;

- (c) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 11.6 An employee who has taken no more than 12 months full time parental leave or its part time equivalent is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on parental leave) for another period of such leave regardless of whether they resume their normal hours of work before proceeding on leave for another pregnancy or adoption.
- 11.7 Calculation of increments and leave credits:
- (a) Increments – any period of paid parental leave (at full or half-pay) shall count as full service for the purposes of determining incremental progression. However, unpaid parental leave shall not count as service for determining incremental progression.
- (b) Leave credits –
- (1) Parental leave at full pay shall count as full service for the purposes of determining all forms of leave.
- (2) Parental leave at half pay is paid leave that is being taken at a reduced rate of pay and shall accrue all other leave at half the rate.
- (3) Unpaid parental leave shall not count as service for determining any form of leave entitlement except for long service leave in cases where at least 10 years of service has been completed and the unpaid maternity leave does not exceed 6 months.
- 11.8 Except as provided in subclauses 11.4, 11.5 and 11.6 of this clause, parental leave shall be granted without pay.
- 11.9 Right to request
- (a) An employee who has been granted parental leave in accordance with subclause 11.1, 11.2 or 11.3 may make a request to the Department Head to:
- (1) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (2) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);
- to assist the employee in reconciling work and parental responsibilities.
- (b) The Department Head shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Department Head's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 11.10 Notification Requirements
- (a) When a Department is made aware that a employee or their spouse is pregnant, or a employee's spouse is pregnant or is adopting a child, the Department must inform the employee of their entitlements and their obligations under the Award.
- (b) An employee who wishes to take parental leave must notify the department head in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
- (1) that she/he intends to take parental leave, and

- (2) the expected date of birth or the expected date of placement, and
 - (3) if she/he is likely to make a request under subclause 11.9.
 - (c) At least 4 weeks before a employee's expected date of commencing parental leave they must advise:
 - (1) the date on which the parental leave is intended to start, and
 - (2) the period of leave to be taken.
 - (d) Employee's request and the Department Head's decision to be in writing

The employee's request under 11.9(a)(1) and the Department Head's decision made under 11.9(a)(2) must be recorded in writing.
 - (e) An employee intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Department Head in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Department Head agrees.
 - (f) An employee on maternity leave is to notify her department of the date on which she gave birth as soon as she can conveniently do so.
 - (g) An employee must notify the department as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
 - (h) An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the department and any number of times with the consent of the department. In each case she/he must give the department at least 14 days notice of the change unless the department head decides otherwise.
- 11.11 An employee has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 11.8, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 11.12 If the position occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee shall be appointed to a position of the same grade and classification as the employee's former position.
- 11.13 If the position occupied by the employee immediately prior to the taking of parental leave has been moved as part of a formal relocation of an organisational unit (for example, the relocation of all or part of an agency from the Central Business District, or the regionalisation of agency's functions) the employee has the right to return to the former position in the new location. If the employee so requests, the employer should consider the practicability of transferring the employee to a position at the same classification and grade in the former, or more suitable location.
- 11.14 An employee does not have a right to her/his former position during a period of return to work on a part time basis. If the Department Head approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 11.15 A employee who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the department) must be given.
- 11.16 An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. An employee may apply for accrued recreation leave,

extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.

11.17 An employee may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.

11.18 An employee may elect to take available recreation leave at half pay in conjunction with parental leave subject to:

- (a) accrued recreation leave at the date leave commences is exhausted within the period of parental leave
- (b) the total period of parental leave, is not extended by the taking of recreation leave at half pay
- (c) When calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate

11.19 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Department Head, should, in consultation with the member of staff, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.

11.20 If such adjustments cannot reasonably be made, the Department Head must grant the employee maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born which ever is the earlier.

11.21 Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Department shall take reasonable steps to:
 - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the Department Head about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- (c) The employee shall also notify the Department Head of changes of address or other contact details which might affect the Department's capacity to comply with paragraph (a) of this subclause.

11.22 Employees entitled to parental leave shall also have an additional entitlement as set out in Appendix B.

12. Absence Whilst on Compensation to Count as Service for Leave Purposes

Absence due to incapacity caused by an accident for which compensation is payable is to be regarded as service for the accrual of all leave.

13. Absences Caused By Adverse Weather Conditions

Where an employee is stood down without pay because of an adverse weather condition, such absence is to be regarded as service for recreation and long service leave purposes.

14. Continuity of Service

- 14.1 Periods of absence not to affect continuity - Continuity of service shall be deemed not to be broken by periods of absence on recreation, sick or long service leave or other absences not involving a termination of the contract of employment.

An employee's contract of employment and continuity of service shall also be deemed not to be broken by termination of services arising directly or indirectly from an industrial dispute or where the services have been terminated by the employing authority by reason of slackness of work. Such break in the contract of employment however is not to be taken into account in calculating the period of service.

- 14.2 Termination due to ill health and subsequent re-employment - Where the services of an employee have been terminated because of ill health but the employee is re-employed within a period of twelve months, the previous service is to be taken into account for recreation and sick leave purposes, provided the employee is able to produce a medical certificate which covers the whole period of absence, that is, from date of termination to date of re-employment.
- 14.3 Taking of Leave - Leave is to be taken, whenever practicable, upon the completion of each 12 months service and not later than six months after accrual.
- 14.4 General - In all other respects, the provisions for Recreation Leave under clause 4 apply.

15. Uniforms

One new uniform shall be supplied to each tipstaff upon appointment as a tipstaff and thereafter upon each twelve months completed service each tipstaff shall receive a new uniform provided that each tipstaff shall be responsible for the reasonable upkeep and repair of his or her own uniform.

16. Grievance and Dispute Settling Procedures

- 16.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- 16.2 An employee is required to notify in writing their immediate supervisor, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and if possible, state the remedy sought.
- 16.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 16.4 The immediate supervisor, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 16.5 If the matter remains unresolved with the immediate supervisor, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Department Head.
- 16.6 The Department Head may refer the matter to the Director of Public Employment for consideration.

- 16.7 If the matter remains unresolved, the Department Head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 16.8 An employee, at any stage, may request to be represented their union.
- 16.9 The employee, or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 16.10 The employee, Association, department and Director of Public Employment shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 16.11 Whilst the procedures outlined in subclauses 16.1 to 16.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

17. Anti-Discrimination

- 17.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 17.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have an obligation 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.
- 17.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 17.4 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.
- 17.5 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.

18. Secure Employment

- 18.1 Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

18.2 Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph 18.2(a), upon receiving notice under subclause 18.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 18.2(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph 18.2(c), discuss and agree upon:
- (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (g) Following an agreement being reached pursuant to paragraph 18.2(f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

18.3 Occupational Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 18.3 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*.

18.4 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.

- 18.5 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.

19. Leave Reserved

In the event that any conditions relating to matters other than those dealt with by this award are altered, except with the consent of the Association, liberty to apply is reserved to the Association.

20. Area, Incidence and Duration

- 20.1 This award shall apply to tipstaves to any Justice of the Supreme Court of New South Wales, the Industrial Relations Commission of New South Wales and the Land and Environment Court of New South Wales and to tipstaves to any Judge of the District Court of New South Wales and the Compensation Court of New South Wales.

- 20.2 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and replaces the Crown Employees (Tipstaves to Justices) Award published on 3 December 2004 (347 IG 574) and all variations thereof.
- 20.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 5 December 2007.
- 20.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

The salaries are set in accordance with the Crown Employees (Public Sector – Salaries 2007) Award and are effective from the first pay period to commence on or after 1 July 2007

Table 1

Tipstaff	Salary Per Annum \$
1st Year of service	43,903
2nd Year of service	44,745
3rd Year of service	45,524
Tipstaff to the Chief Justice	46,320

APPENDIX A

- (1) Personal Carers entitlement for casual employees
- (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (2) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
- (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (d) The casual employee shall, if required,
- (i) 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
- (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.
- (2) A family member for the purposes of paragraph (i)(a) above is:
- (a) a spouse of the employee; or
- (b) a de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or a relative of the employee 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.
- (3) Bereavement entitlements for casual employees
- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

APPENDIX B

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

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

(3) Right to request

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

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

to assist the employee in reconciling work and parental responsibilities.

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

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

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

(d) Request to return to work part-time

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

(4) Communication during parental leave

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

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

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

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

D. W. RITCHIE, Commissioner.

CROWN EMPLOYEES (TRADES ASSISTANTS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1687 of 2007)

Before Commissioner Ritchie

18 December 2007

REVIEWED AWARD**Arrangement****PART A**

Clause No.	Subject Matter
1.	Hours - Day Workers
2.	Wages
3.	Mixed Functions
4.	Special Rates
5.	Overtime
6.	Shiftwork
7.	Holidays and Sunday Work
8.	Payment of Wages
9.	Contract of Employment
10.	Distant Work
11.	Special Conditions
12.	Hygiene and Safety First-Aid Outfit
13.	Conveniences
14.	Damage to Clothing or Tools
15.	Special Clothing
16.	Excess Fares and Travelling Time
17.	Expense Related Allowances
18.	Exhibition of Award
19.	Dispute Resolution Procedures
20.	Family and Community Service/Personal Carer's Leave
21.	Parental Leave
22.	Anti-Discrimination
23.	Picnic Day
24.	General Leave Conditions and Accident Pay
25.	Union Delegate
26.	Deduction of Union Membership Fees
27.	Secure Employment
28.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Wages

Table 2 - Other Rates and Allowances

PART A

1. Hours - Day Workers

- 1.1 Except as provided elsewhere in this Award the ordinary working hours shall be thirty-eight per week and shall be worked in accordance with the following provisions for a four-week work cycle.
- 1.2 The ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday inclusive with nineteen working days of eight hours each between the hours of 6.00 a.m. and 6.00 p.m. Employees shall be credited with 0.4 of one hour on each day worked. This time will accrue as an entitlement to take the fourth Monday in each cycle as a day off with pay.
- 1.3 By agreement in writing between the employer and the employee(s) an alternate day may be substituted for the fourth Monday. All provisions of the relevant award will apply to the alternate day off.
- 1.4 In the case of Tool Storepersons who are directly associated with class work in the various Technical and Further Education (TAFE) Institutes, the rostered day off shall accumulate and be taken concurrently with recreation leave at a time mutually convenient to the Institute and employee concerned.
- 1.5 Where the fourth Monday or agreed rostered day off falls on a public holiday, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the employer and the employee.
- 1.6 Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 1.7 Where an employee has not worked a complete 4 week cycle, they shall be entitled to pro-rata accrued entitlements towards a rostered day off for each day (or fraction thereof) worked or regarded as worked in the cycle. This provision will also apply to their entitlements on termination of employment.
- 1.8 In addition to their accrued entitlements, employees shall be paid at the rates for Saturday work as provided in Clause 5, Overtime, if required by the employer to work on an accrued rostered day off. The requirement to work shall apply in circumstances where it is necessary to enable other workers to be employed productively, or to carry out maintenance outside ordinary working hours, or for any other reasons arising from unforeseen delays and/or emergency circumstances on a project.
- 1.9 Where an employee works on their rostered day off in accordance with subclause 1.8, the employee may elect, where practicable, to have another day off in substitution before the end of the succeeding work cycle. In such a case the accrued entitlements are transferred to the substituted day off.
- 1.10 A paid rest period of ten minutes shall be provided between 9 a.m. and 11 a.m. or at such earlier time as may be mutually agreed upon. Employees will be allowed a tea break during the afternoon period at a time to be arranged by the employer. The taking of the tea break shall not involve a complete stoppage of work. Where the majority of employees on a particular site are covered by awards other than this award, the conditions for the taking of morning and afternoon rest breaks that apply to the majority shall be observed by mutual agreement.

2. Wages

The ordinary rates of pay for employees under this award shall be as set out in Table 1 of Part B of this award. These rates will be adjusted in accordance with variations of the Crown Employees (Public Sector – Salaries 2007) Award or any replacement award.

3. Mixed Functions

Where an employee is engaged for more than two hours daily or per shift on higher duties, they shall be entitled to a higher duties allowance or rate allowance for the whole of such day or shift. If the higher duties are undertaken for two hours or less during one day, payment at the higher rate shall apply only to hours worked.

4. Special Rates

In addition to the wages prescribed in clause 2 Wages, the following special rates and allowances shall be paid to employees, and will be adjusted in accordance with variations of the Crown Employees (Public Sector – Salaries 2007) Award or any replacement award:

- 4.1 Cold Places - Employees working in places where the temperature is reduced by artificial means to less than 0 degrees Celsius shall be paid the allowance rate specified in Item 1 of Part B, Table 2. Where such work continues for more than two hours, employees shall be entitled to twenty minutes rest after every two hours work without loss of pay.
- 4.2 Confined Spaces - Employees required to work in a confined space shall be paid the allowance rate specified in Item 2 of Part B, Table 2. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.
- 4.3 Dirty Work - Work which is considered by both a supervisor and worker to be of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned, and for which no other special rates are prescribed, shall be paid for by the allowance rate specified in Item 3 of Part B, Table 2.

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

- 4.4 Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the allowance rates specified in Item 4 of Part B, Table 2. Height shall be calculated from where it is necessary for the employee to place their hands or tools in order to carry out the work to such ground, deck, floor or water. For the purpose of this subclause, deck or floor means a substantial structure that, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with Division 6. Working at Heights of the *Occupational Health and Safety Regulation 2001*.
- 4.5 Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees and 54 degrees Celsius shall be paid the allowance rate specified in Item 5 of Part B, Table 2. In places where the temperature exceeds 54 degrees Celsius, such employees shall be paid the allowance rate specified in Item 5 of Part B, Table 2.

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

- 4.6 Insulation Material - An employee working in any room or similar area or in any confined (unventilated) space where pumice or other recognised insulating material of a like nature is being used in insulating work, shall be paid the allowance rate specified in Item 6 of Part B, Table 2. If the insulating material is silicate, they shall be paid an extra hourly amount also set out in Item 6. This additional allowance shall apply whether the employee is actually handling such material or not, if the insulating material includes granulated cork. The allowance will not be paid for the handling of corkboard or materials contained in unbroken packages.
- 4.7 Smoke-boxes, etc - Employees working on repairs to smoke-boxes, furnace or flues of boilers shall be paid an hourly allowance. An employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while also working inside such boiler, be entitled to a further allowance. The rates for both allowances are specified in Item 7 of Part B, Table 2.

4.8 Wet Places -

- (i) An employee working in any place where water is continually dripping on the employee, or where there is water underfoot so that clothing and boots become wet, shall be paid the allowance rate specified in Item 8 of Part B, Table 2. This extra rate is not payable where an employee is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid at that rate for any part of the day or shift that they are required to work in wet clothing or wet boots.
- (ii) An employee who is called upon to work on a raft or open boat, or on a punt or pontoon having a freeboard of 305 mm or less shall be entitled to the allowance rate specified in Item 9 of Part B, Table 2.
- (iii) An employee called upon to work knee-deep in mud or water, shall be paid at the rate of the allowance rate specified in Item 10 of Part B, Table 2. This subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.

4.9 Acid Furnaces, Stills, etc - A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork, shall be paid the allowance rate specified in Item 11 of Part B, Table 2.

4.10 Towers Allowance - An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo over fifteen metres in height shall be paid the allowance rate specified in Item 12 of Part B, Table 2, for all work above fifteen metres.

4.11 Depth Money - An employee working in tunnels, cylinders, caissons, coffer dams and sewer work, and in underground shafts exceeding 3 metres in depth shall be paid the allowance rate specified in Item 13 of Part B, Table 2.

4.12 Swing Scaffolds - The allowance rate specified in Item 14 of Part B, Table 2, for the first four hours or any portion thereof, and for each hour thereafter on any day shall be made to any persons employed:

- (i) on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.
- (ii) on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.

Solid plasterers when working off a swing scaffold shall receive an additional hourly payment as set out in Item 14 of Part B, Table 2.

An employee shall not be required to raise or lower a swing scaffold by themselves.

4.13 Septic Tanks - If an employee is required to work in a septic tank in operation he/she shall be paid an additional amount set out in Item 15 of Part B, Table 2 per day or part of a day.

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

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

4.16 Explosive Powered Tools - Employees required to use explosive powered tools shall be paid the allowance rate specified in Item 16 of Part B, Table 2.

4.17 Distant Places -

(i) All employees working in districts west and north of and excluding:

- (a) State Highway No. 17 from Tocumwal to Gilgandra;
- (b) State Highway No. 11 from Gilgandra to Tamworth;
- (c) Trunk Road No. 63 to Yetman and State Highway No. 16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes.

shall be paid the allowance rate specified in Item 17 of Part B, Table 2.

(ii) All employees working the in Western Division of the State shall be paid the allowance rate specified in Item 17 of Part B, Table 2.

(iii) All employees working within the area bounded by and inclusive of:

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

shall be paid the allowance rate specified in Item 17 of Part B, Table 2 extra per day or part thereof.

4.18 Applying Obnoxious Substances -

- (i) An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid the allowance rate specified in Item 18 of Part B, Table 2.
- (ii) In addition, employees applying such material in buildings, which are normally air-conditioned, shall be paid the allowance rate specified in Item 18 of Part B, Table 2.
- (iii) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator. In addition, protective clothing shall be supplied where recommended by the NSW Department of Health.
- (iv) Employees working in close proximity to employees so engaged shall be paid the allowance rate specified in Item 18 of Part B, Table 2.
- (v) For the purpose of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

4.19 Foundry Allowance - Employees, whilst employed in a foundry, shall be paid an allowance as set in item 19 of Part B, Table 2 for each hour worked to compensate for all disagreeable features associated with foundry work. This includes heat, fumes, atmospheric conditions, sparks, dampness, confined spaces and noise. The allowance herein prescribed shall be in lieu of any payment otherwise due under this clause.

4.20 Asbestos Eradication -

This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this award.

Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials that consist of, or contain asbestos.

All aspects of asbestos eradication work shall be conducted in accordance with the Occupational Health and Safety Regulation 2001.

In addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive the allowance rate specified in Item 20 of Part B, Table 2. This is in lieu of special rates as prescribed in Clause 4 Special Rates, with the exception of subclauses 4.1 cold places; 4.5 hot places; 4.12 swinging scaffolds.

Other Conditions - The conditions of employment rates and allowances, except so far as they are otherwise specified in this subclause shall be the conditions of employment, rates and allowances of the award as varied from time to time.

5. Overtime

5.1 Overtime shall be payable for all time worked outside the ordinary hours prescribed in Clause 1, Hours - Day Workers, for any one day, including accrued time. The rates of pay shall be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in this subclause or subclause 5.2 of this clause, in computing overtime each day's work shall stand alone.

5.2 Rest Period after Overtime: Following completion of overtime, an employee shall either:

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

5.3. Call Back -

- (i) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time recalled. In the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period. This subclause does not apply:
 - (a) in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside their ordinary working hours; or

- (b) where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (ii) Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause 5.2 of this clause, where the actual time worked is less than three hours on such recall or on each of such recalls.
- (iii) If an employee is required to work in excess of four hours, he/she shall be paid a meal allowance specified in Item 21 of Part B, Table 2 and allowed a crib time of 20 minutes without deduction of pay at the end of each four hours' work, provided work is to continue after the said period of four hours.

5.4 Saturday Work - Five Day Week -

A day worker on a five-day week who is required to work on a Saturday shall be paid for not less than four hours' work, except where such overtime is continuous with overtime commenced the previous day. All work performed in the afternoon shall be paid for at double time rates. Tea Breaks shall be allowed in accordance with subclause 1.10 of Clause 1, Hours - Day Workers.

5.5 Standing By -

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

5.6 Meal Hours - General -

Except as provided in subclause 5.7, Meal Hours - Maintenance Employees, Concrete Pours etc., double time rates shall be paid for work done during meal hours and thereafter until a meal break is allowed. An employee shall not be compelled to work for more than six hours without a break for a meal.

5.7 Meal Hours - Maintenance Employees, Concrete Pours, etc -

- (i) Where breakdowns of plant occur or routine maintenance of plant can only be done while such plant is idle, an employee employed as a regular maintenance person shall, whenever instructed to do so, work during meal breaks at the ordinary rates prescribed herein. This shall be subject to the provisions of subclause 5.6.
- (ii) Where, for special reasons, it is necessary to alter the time of the recognised meal hours for the purpose of finishing the pouring of concrete, hot mix, etc. or where work is affected by tides, the employer may alter the lunch break either forward or backward by one hour.

5.8. Tea Money -

Tea Money - An employee required to work overtime shall be paid the amount set out in item 21 of Part B, Table 2 for Meal Allowance after one and a half hours overtime. A further payment as set out in item 21 of Part B, Table 2 for Meal Allowance Each Subsequent Meal shall be made after a further two and a half hours overtime (i.e., after four hours in total) and then for each subsequent period of four hours overtime. Such payment need not be made to employees living in the same locality as their place of work who can reasonably return home for meals.

5.9. Transport of Employees -

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

5.10. Compulsory Overtime -

- (i) An employer may direct any employee to work reasonable overtime at overtime rates provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 - (b) any risk to employee's health and safety,
 - (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - (d) the notice (if any) given by the employer regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
 - (e) any other relevant matter.

5.11. Cribs -

- (i) An employee who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break. For the purposes of this paragraph "normal ceasing time" is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in Clause 1, Hours, Day Workers and Clause 6, Shiftwork.
- (ii) Where overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 pm without loss of pay.

5.12. Limitation of Overtime -

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

6. Shift Work

6.1 Definitions - For the purpose of this clause:

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

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

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

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

6.2 Hours - General -

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

- (ii) Paid leave taken during any cycle of four weeks and public holidays as prescribed by Clause 7, Holidays and Sunday Work, shall be regarded as shifts worked for accrual purposes.
- (iii) Except as provided above, employees not working a complete four week cycle shall be paid accrued pro-rata accrued entitlements for each shift worked on the programmed shift off, or in the case of termination of employment, on termination.
- (iv) The employer and employees shall agree in writing upon arrangements for rostered paid days off during the 20 day cycle or for accumulation of accrued days to be taken at or before the end of the particular contract. This accumulation shall be limited to no more than 5 days before they are taken as paid days off. When taken, the days shall be regarded as days worked for accrual purposes in the particular 20-shift cycle.
- (v) Where an employer, for emergency reasons requires an employee to work on their rostered day off, the terms and conditions prescribed in subclauses 1.8 and 1.9 of Clause 1 Hours - Day Workers, shall apply.

6.3 Hours - Continuous Work Shifts - This subclause shall apply to shift workers on continuous work -

- (i) The ordinary hours of such shift workers shall not exceed -
 - (a) eight in any one day; nor
 - (b) forty-eight in any one week; nor
 - (c) eighty-eight in fourteen consecutive days; nor
 - (d) one hundred and fifty two in twenty-eight consecutive days.
- (ii) Subject to the following conditions such shift workers shall work at such times as the employer may require:
 - (a) a shift shall consist of not more than eight hours, inclusive of crib time;
 - (b) except at the regular changeover of shifts an employee shall not be required to work more than one shift in each twenty-four hours;
 - (c) twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.

6.4 Hours - Other than Continuous Work - This subclause shall apply to shift workers not on continuous work. The ordinary hours of such shift workers shall not exceed -

- (i) forty in any week to be worked in five shifts of eight hours Monday to Friday, inclusive; or
- (ii) eighty in fourteen consecutive days in which case an employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week;
- (iii) one hundred and twenty-one consecutive days in which case an employee shall not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

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

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

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

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

- 6.7 Afternoon or Night Shift Allowances - Shift workers whilst on afternoon or night shifts shall be paid 15 per cent more than the ordinary rate for such shifts.

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

An employee who:

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

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

Notwithstanding anything elsewhere contained in this subclause, employees of the Department of Education and Training who are required to work on an afternoon shift, as defined, on an intermittent basis of from one to five evenings in any week shall be paid 15 per cent more than the ordinary rates for such shift when the shift ceases not later than 9 pm. Where the shift ceases after 9 pm, the employee shall be paid 20 per cent more than the ordinary rates for such shift.

- 6.8 Saturdays - The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of subclause 6.7 of this clause.
- 6.9 Overtime - An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work in accordance with such requirement.
- 6.10 Sundays and Holidays -

- (i) Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday shall be paid at the rate of time and three-quarters. Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a public holiday shall be paid at the rate of double time and one-half.
- (ii) Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 7, Holidays and Sunday Work. Where shifts commence between 11 pm and midnight on a Sunday or a holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate. The time worked by an employee on a shift commencing before midnight on a Saturday or preceding a holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

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

7. Holidays and Sunday Work

- 7.1 Employees shall be entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day, Anzac Day, Christmas Day, Boxing Day, and all other gazetted holidays proclaimed to operate throughout the State.
- 7.2 Except as provided in subclause 6.10 Sundays and Holidays of Clause 6, Shift Work, of this award, an employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays, such double time to continue until relieved from duty, and double time and one half for work done on public holidays, such double time and one half to continue until relieved from duty.
- 7.3 An employee not engaged on continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work, shall on being relieved from duty be entitled to be absent until they have had ten consecutive hours off duty. The 10 hour break shall be without deduction of pay for ordinary time of duty occurring during such absence.
- 7.4 An employee, other than on shift, who attends for work as required on a Sunday or public holiday shall be paid for not less than four hours' work.
- 7.5 Where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

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

- 7.6 Where an employee, other than a shift worker, is required to work after 12 noon on a Sunday or holiday, he/she shall be allowed a meal break of 30 minutes between 12 noon and 1 pm for a crib without loss of pay.
- 7.7 The provisions of subclause 1.10 of clause 1, Hours - Day Workers, of this award, shall apply to employees working on Sundays and Holidays.

8. Payment of Wages

- 8.1 Wages shall be paid fortnightly. For the purpose of any increase to the wages, the wages shall be made up on a weekly basis.
- 8.2 Wages shall be paid into a bank or other account, except in isolated areas where payment will be made by cheque.
- 8.3 The employer shall not keep more than 3 days pay in hand.
- 8.4 Upon termination of employment wages shall be paid according to the usual method no later than the next working day. Where an employee is summarily dismissed as provided for in Clause 9, Contract of Employment, the employer shall provide all monetary entitlements within 48 hours according to the usual method of payment.

9. Contract of Employment

- 9.1 Weekly Employment - Except as otherwise provided, employment shall be by the week.
- 9.2 Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct. In such cases the wages shall be paid up to the time of dismissal only.

Where an employee has given or been given notice, employment is continued until the date of the expiration of such notice, except by agreement between the parties.

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

- 9.3 Payment shall be deducted for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work that the employer cannot reasonably be held responsible for. This is not including time lost for wet weather.
- 9.4 An employee (other than an employee who has given or received notice in accordance with subclause 9.2) not attending for duty shall, except as provided by clause 7, Holidays and Sunday Work, receive no payment for the actual time of such non-attendance.
- 9.5 During the first week of employment, an employee's services may be terminated by the giving of one hour's notice on either side.
- 9.6 Late Comers: Notwithstanding anything elsewhere contained in this award, employees who report for duty after their appointed starting time or stop work before their appointed finishing time may have their wages adjusted by a fraction or decimal proportion of an hour (not exceeding a quarter of an hour). This subclause does not apply where an employee has a legitimate reason for coming late or leaving early and promptly advises the employer of such.

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

10. Distant Work

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

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

- 10.2 An employee who is engaged on distant work shall be transported, with tools, to and from the work location once per day at the employer's expense. If the employee is called back to the work site after finishing their daily duties, they again shall be transported to and fro at the employer's expense for each occurrence.
- 10.3 Return fares and travelling time need not be paid to an employee who:
- (i) leaves their employment of their own free will; or
 - (ii) is discharged for misconduct
- before completion of three months employment or before the job is completed, whichever occurs first; or is discharged for incompetence within one week of engagement.
- 10.4 Time occupied in travelling to and from distant work shall be paid for at ordinary rates. No employee shall be paid more than an ordinary day's wages for any day spent in travelling unless they are on the same day occupied in working for an employer. An allowance to cover any expenses incurred in reaching home and for transporting tools is set out in Item 22 of Part B, Table 2.

- 10.5 On distant work reasonable board and lodging shall be provided by the employer or a weekly (7 day) allowance as set out in Item 23 of Part B, Table 2. This allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the end of a period of distant work, the allowance shall be all living expenses actually and reasonably incurred but not exceeding the amount as set out in Item 23 of Part B, Table 2.
- 10.6 Reasonable board and lodging shall mean lodging in a well-kept establishment with adequate furnishing, good bedding and floor coverings, good lighting and heating with hot and cold running water, in either a single room or twin room if a single room is not available.
- 10.7 Where an employee is required to camp either by direction of the employer or because no reasonable transport facilities are available for the employee to proceed to and from their home each day, subclauses 10.5 and 10.6 of this clause shall not apply.

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

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

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

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

An employee who is required to camp has an entitlement to a daily allowance as specified in Item 24 of Part B, Table 2 for each day they remain in camp. The allowance is not paid for any working day the employee is absent from duty, except in such cases of sickness or for any reason beyond the employee's control.

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

- 10.8 Employees who wish to return home for the weekends will be paid an allowance at the rate shown in Item 25 of Part B, Table 2 on each occasion they return home - provided they:
- (i) work as required during the ordinary working hours, and
 - (ii) work on the working day both before and after a weekend, and
 - (iii) notify the employer no later than the Tuesday of each week, and
 - (iv) return home for the weekend.

Employees in receipt of this allowance will not be entitled to payment of the camping allowance prescribed in subclause 10.7, for the day or days on which they are absent.

- 10.9 This subclause shall not apply to an employee who is receiving the allowance rate specified in Item 23 of Part B, Table 2 in lieu of board and lodging being provided by the employer.
- 10.10 An employee shall be deemed to have returned home at the weekend only if this involves him/her in being absent from their accommodation for not less than half the hours between ceasing work in the one week and commencing work in the next week.
- 10.11 The provisions of this clause shall apply wherever the employee is engaged.
- 10.12 An employee on distant work may return home at a weekend after three months' continuous service and thereafter at three monthly intervals. The employee shall be paid any fares reasonably incurred in so travelling to their home and to the place of work. If the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, then the provisions of this subclause shall not apply.
- 10.13 The employer shall obtain and the applicant shall provide the employer with a statement in writing of their usual place of residence.
- 10.14 The employee shall inform the employer in writing, of any subsequent change in their usual place of residence.

11. Special Conditions

- 11.1 Employees engaged installing brine or ammonia pipes or repairs to same who have their clothing or boots destroyed or damaged shall be reimbursed the amount of damage sustained.
- 11.2 All rope and gear shall be of sound material, used or stored in such a way that it does not come in contact with sharp edges, acids or acid fumes. At all times the Occupational Health and Safety Regulation 2001, shall be complied with.
- 11.3 Employees working in battery room or like places where acids or caustic soda are stored or used shall be provided with gloves, overalls and rubber boots. These are to be periodically disinfected in accordance with the requirements of the Department of Health for disinfecting clothing, while in use and before being issued to another person.
- 11.4 The employer shall provide a suitable gas mask at the place of work when the employee is required to work on a live gas service.
- 11.5 X-ray - an employee working in an infectious area of a hospital or home shall be X-rayed at the employer's expense and in the employer's time after each six months or at the termination of their employment in such hospital or home, whichever is the sooner.

12. Hygiene and Safety First-Aid Outfit

- 12.1 The employer shall provide and maintain at the place of work an efficient first-aid kit and appliances in line with the provisions of the *Occupational Health and Safety Act 2000* and Occupational Health and Safety Regulation 2001.
- 12.2 In the event of any accident happening to any employee whilst at work or going to or from work where the employee is so seriously injured that they cannot travel by their own means, the employer shall provide transport facilities free of charge to the nearest hospital or doctor.
- 12.3 At a place of work where fifty or more persons are employed, the employer shall provide a stretcher and, where practicable, include amongst the employees a qualified first-aid person. Where an employee is a qualified first-aid person and is employed to carry out the duties of a qualified first-aid person, he or she shall be paid an additional rate as set in Item 26 of Table 2, Part B.

13. Conveniences

- 13.1 The employer shall provide on each place of work sanitary conveniences in accordance with the requirements of the local health authority providing that such conveniences will at least measure up to the following minimum standard:
- (i) they shall be at least 1.066 metres wide and 1.371 metres long and 2.34 metres high internal measurement and shall have a hinge door capable of being fastened both inside and on the outside.
 - (ii) the walls and roof and door shall be of weatherproof material and shall be so constructed as to ensure privacy.
 - (iii) each convenience shall be provided with a suitable receptacle for, and an adequate supply of, deodorising or fly-repellent material, blue oil or kerosene or phenol. It shall also be provided with a means for disposing of sanitary items.
 - (iv) a fly-proof cover and seat shall be provided should sewerage not be accessible or connected to the toilet or convenience.

The ratio of such accommodation shall be one convenience to eight employees or part of eight employees.

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

14. Damage to Clothing or Tools

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

15. Special Clothing

- 15.1 Where necessary, the employer shall provide overalls, boots, goggles, gloves and masks for the use of employees engaged on the classes of work covered by subclause 4.7 Smoke-boxes, etc., of clause 4 Special Rates.
- 15.2 If, in the course of employment, an employee is required to use muriatic acid they shall be provided with protective clothing.
- 15.3 The employer shall supply to employees rubber gloves when working on any sewerage or drainage work and protective clothing and goggles when engaged on welding work.

- 15.4 When working in cooling or freezing chambers where the temperature is below 4 degrees Celsius, painters shall be supplied with suitable boots and a clean blanket suit properly disinfected in accordance with the requirements of the New South Wales Department of Health.

16. Excess Fares and Travelling Time

- 16.1 An employee who is required by their employer to work at a job away from their accustomed workshop or depot shall report for work at that job at their usual starting time. For each day spent on such work, employees will be entitled to be paid travelling time where the travel time and fares are in excess of those normally incurred in travelling to their customary workshop or depot.
- 16.2 The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays when it shall be time and one-half. The maximum travelling time to be paid for shall be twelve hours out of every twenty-four.

17. Expense Related Allowances

The Expense Related Allowances set out in Table 2, of Part B of this Award (i.e. Meal allowance, Distant work allowances, Camping allowance and Return home at weekend allowance) shall be adjusted in accordance with variations to the Crown Employees (Skilled Trades) Award or any replacement award.

18. Exhibition of Award

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

19. Dispute Resolution Procedures

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

- 19.1 Procedure relating to a grievance of an individual employee:
- (i) The employee shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer to discuss the grievance and state the remedy sought.
 - (ii) The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (iii) Reasonable time limits must be allowed for discussion at each level of authority.
 - (iv) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (v) While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this subclause.
 - (vi) The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purpose of each procedure.
- 19.2 Procedure for a dispute between an employer and the employees:
- (i) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (ii) Reasonable time limits must be allowed for discussion at each level of authority.

- 19.3 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by continuation of work in accordance with this subclause.
- 19.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.
- 19.5 Should the matter still not be resolved within a reasonable time period, it may be referred to the Industrial Relations Commission of New South Wales by any of the parties.

20. Family and Community Service/Personal Carer's Leave

- 20.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the employee's care and support and is referred to as the "person concerned" and is:
- (i) a spouse of the employee; or
 - (ii) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial) parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (a) "relative" means a person related by blood, marriage or affinity;
 - (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) "household" means a family group living in the same domestic dwelling.

20.2 Family and Community Service Leave

- (i) The employer may grant family and community service leave to an employee:
 - (a) for reasons related to the family responsibilities of the employee, or
 - (b) for reasons related to the performance of community service by the employee, or
 - (c) in a case of pressing necessity

Family and Community Service Leave replaces Short leave.

- (ii) The maximum amount of family and community service leave on full pay that may be granted to an employee is:
 - (a) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
 - (b) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period.

- (iii) Family and community service leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (iv) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete "per occasion" basis on the death of a person defined in subclause 20.1.

20.3 Use of sick leave to care for a sick dependant - general -

When family and community service leave, as outlined in subclause 20.2 is exhausted, the sick leave provisions under subclause 20.4 may be used by an employee to care for a sick dependant.

20.4 Use of sick leave to care for a sick dependant - entitlement -

- (i) The entitlement to use sick leave in accordance with this clause is subject to:
 - (a) the employee being responsible for the care and support of the person concerned, and
 - (b) the person concerned being as defined in subclause 20.1.
- (ii) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- (iii) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (iv) In special circumstances, the employer may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 20.4(iii).
- (v) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
- (vi) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (vii) Wherever practicable, the employee shall give the employer prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the employer beforehand, notification should be given by telephone at the first opportunity on the day of absence.
- (viii) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

20.5 For Department of Education and Training employees assigned to work at TAFE premises, the provisions of TAFE Determination No. 1 of 1997 - Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Service Entitlements - Non-Teaching/Educational Staff shall apply.

21. Parental Leave

For employees covered by this award, the following provisions in respect of parental leave shall apply:

- 21.1 Employees engaged pursuant to the *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management (General) Regulation 1996* and the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006*, or any replacement award.
- 21.2 Employees engaged under Ministerial authority in Government and quasi-Government bodies shall be regulated by the Uniform Leave Conditions.
- 21.3 Employees of the Department of Education and Training assigned to work at TAFE premises, the Department of Education and Training/TAFE policies in regard to parental leave.

22. Anti-Discrimination

- 22.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 22.2 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.
- 22.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 22.4 Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iv) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 22.5 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.
- 22.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

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

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

23. Picnic Day

- 23.1 The first Monday in December of each year shall be the Union Picnic Day.
- 23.2 All employees shall, as far as practicable, be given and shall take this day as a picnic day at their ordinary rate of pay including accrual for a rostered day off. Any employee required to work on such

day shall be paid at the rate of double time and one-half, for all time worked on such day, with a minimum payment for four hours work. An employee who is required to work on a picnic day and who fails to comply with such requirement shall not be entitled to payment for the day.

- 23.3 An employer may require from an employee evidence of attendance at the picnic. The production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where the employer requests production of the ticket butt, payment need not be made unless the evidence is produced.
- 23.4 Where an employer holds a regular picnic for employees on some other working day during the year, then such day may be given and may be taken as a picnic day in lieu of the picnic day here fixed.
- 23.5 This clause shall apply to employees working within the Counties of Cumberland, Northumberland and Camden and in such other areas where a picnic is actually held and in respect of which one month's notice is given in writing by the Union to the employer.
- 23.6 In Departments to which the *Public Sector Employment and Management Act 2002* applies, employees may take a day designated by their Department Head as a public service holiday during the period between Boxing Day and New Year's Day in lieu of the Picnic Day prescribed in this clause.

24. General Leave Conditions and Accident Pay

- 24.1 General leave conditions and accident pay of employees engaged by Government departments under the provisions of the *Public Sector Employment and Management Act 2002* shall be bound by the Public Sector Employment and Management (General) Regulation 1996. For Department of Education and Training employees assigned to work at TAFE premises, general leave conditions and accident pay will be regulated by Department of Education and Training/TAFE policies on these issues.
- 24.2 General leave conditions and accident pay of employees engaged under Ministerial authority in Government and quasi-government bodies shall be regulated by the Uniform Leave Conditions.

25. Union Delegate

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

26. Deduction of Union Membership Fees

- 26.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 26.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 26.3 Subject to 26.1 and 26.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 26.4 Monies so deducted from employee's pay shall be forwarded regularly to the union together with the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 26.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.

- 26.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

27. Secure Employment

27.1 Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

27.2 Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph 27.2(i), upon receiving notice under paragraph 27.2(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 27.2(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph 27.2(iii), discuss and agree upon:
 - (a) whether the employee will convert to full-time or part-time employment; and
 - (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time

employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (ix) Exemption

The abovementioned casual conversion clause will not apply to persons who:

- (a) perform work for the Public Service Departments as enumerated in Schedule 1, Part 1 of the *Public Sector Employment and Management Act 2002*; or
- (b) have their conditions of employment regulated by the:
 - i. *Police Act 1990*;
 - ii. *Technical and Further Education Commission Act 1990*;
 - iii. *Casino Control Act 1992*;
 - iv. *Independent Commission Against Corruption Act 1988*.

27.3 Occupational Health and Safety

- (i) For the purposes of this subclause, 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 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.
 - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (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 appropriate occupational 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.
- (iii) Nothing in this subclause 27.3 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*.

27.4 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.

27.5 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.

28. Area, Incidence and Duration

- 28.1 This award shall apply to all employees of the classes specified in clause 2, Wages, of this award who are employed in Departments to which Schedule 1 of the *Public Sector Employment and Management Act 2002* applies, including Department of Education and Training employees assigned to work at TAFE premises; or engaged under Ministerial authority in Government and quasi-government bodies. It shall not apply to those persons employed under the above provisions that are employed in Broken Hill.
- 28.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the reviewed Crown Employees (Trades Assistants) Award published 15 April 2005 (350 I.G. 13) and all variations thereof.
- 28.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 5 December 2007.
- 28.5 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 – Wages

Trades Assistants Classification and Grades	1.7.07 Per week +4% \$
Classification -	
Blacksmith's striker	688.70
Cold saw operator	694.20
Driller (stationary machines)	688.70
Dresser and grinder (portable machines)	700.80
Dresser, shot blast or sand blast -	
(a) who operates from outside a properly enclosed cabin	694.20
(b) other	723.90

Dogman and/or crane chaser	700.80
Forger's assistant	688.70
Fork Lift Driver (TAFE)	742.40
Assistant Furnaceperson	694.20
General assistant assisting tradespersons or employed in a metal and/or electrical workshop (TAFE)	688.70
General assistant, other (TAFE)	682.90
General assistant/tool storeperson assisting tradespersons or employed in a metal and/or electrical workshop (less than 20 hpw toolstore duties) (TAFE)	700.80
General assistant/tool storeperson, other (less than 20 hpw toolstore duties) (TAFE)	723.60
Hammer driver	694.20
Heat treater operative	700.80
Machinist second class (Metal Trades)	731.00
Operator of straight line oxy-acetylene Cutting machine	700.80
Pipe fitter	731.00
Rigger and/or splicer (other than construction work)	754.90
Rigger and/or splicer (construction work)	768.90
Spray painter (ironwork) and/or brush hand	700.80
Tool and/or material storeman	723.90
Tool Storeperson (Classroom only, TAFE)	731.00
Trades assistant (Metal Trades)	688.70
Trades assistant (Electrical Trades)	707.40
Trades assistant	694.20
Cupola furnaceperson (foundries)	731.00

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	1.7.07 Amount \$
1	4.1	Cold places allowances	0.59 per hour
2	4.2	Confined spaces allowance	0.76 per hour
3	4.3	Dirty work allowance	0.59 per hour
4	4.4	Height money: at a height of 7.5 metres for every additional 3 metres	0.59 per hour 0.17 per hour
5	4.5	Hot places allowance: 46 C - 54 C Above 54 C	0.59 per hour 0.76 per hour
6	4.6	Insulation material allowance: Pumice or other recognised insulator Silicate	0.59 per hour 0.76 per hour
7	4.7	Smoke boxes, etc., allowance: Working on repairs to smoke boxes, furnaces, etc. Working on repairs inside oil-fired boilers	0.38 per hour 1.48 per hour
8	4.8 (i)	Wet places allowances	0.59 per hour
9	4.8 (ii)	Working on a boat or punt	2.31 per day
10	4.8 (iii)	Working knee deep in mud or water	4.70 per day
11	4.9	Acid, furnaces, stills, etc., allowance	3.04 per hour
12	4.10	Towers allowance	0.59 per hour
13	4.11	Depth money	0.59 per hour
14	4.12	Swing scaffolds allowance: First four hours Each hour thereafter Solid plasterers	4.39 fixed rate 0.89 per hour 0.17 per hour
15	4.13	Septic tanks allowance	7.09 per day
16	4.16	Explosive powered tools allowance	1.44 per day

17	4.17	Distant places allowance: Area described in paragraph 4.17.1 Area described in paragraph 4.17.2 Area described in paragraph 4.17.3	1.15 per day 1.88 per day 1.88 per day
18	4.18 (i) 4.18 (ii) 4.18 (iv)	Epoxy materials allowance: Applying to air-conditioned buildings Employees in close proximity	0.76 per hour 0.52 per hour 0.59 per hour
19	4.19	Foundry allowances	0.44 per hour
20	4.20	Asbestos eradication allowance	2.00 per hour
21	5.3 / 5.8	Meal allowance Meal allowance each subsequent meal	As at 11/9/07 11.30 9.50
22	10.4	Distant work - Expenses of reaching home and of transporting tools from distant work	18.70 per day
23	10.5	Distant work - Board and lodging allowance	390.20 per week
24	10.7	Camping allowance	22.40 per day
25	10.8	Return home at weekend allowance	31.80 per occasion
26	12.3	First Aid Allowance	As at 1.7.07 2.61 per day

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

ELECTRICAL, ELECTRONIC AND COMMUNICATIONS CONTRACTING INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C3862 published 17 March 2006

(358 I.G. 1)

(No. IRC 3778 of 2002 and 652 of 2004)

CORRECTION

1. Insert into Table 3 - Additional Allowances, of Part B, Monetary Rates, the following four items:

Item No.	Clause No.	Brief Description	Amount \$
20	19.5.1A.2	On call allowance – every part of 24 hour period outside of ordinary working hours between shifts	1.67 per hour
21	19.5.1A.3	On call allowance – every part of 24 hour period outside of ordinary working hours	1.67 per hour
22	19.5.1A.4	On call allowance – every full 24 hour period	40.00 per day
23	19.5.1A.5	On call allowance – every week	200.00 per week

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

ELECTRICIANS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 1714 of 2007)

Before Commissioner Stanton

20 December 2007

REVIEWED AWARD**PART A****ARRANGEMENT**

Clause No.	Subject Matter
1.	Anti-Discrimination
2.	Definitions
2A.	Secure Employment
3.	Deleted
4.	Margins
5.	No Extra Claims
6.	Travel and Expenses
7.	Tools
8.	Wage Rates
9.	Payment of Wages
10.	Living Away on Distant Work
11.	Contract of Employment
12.	Redundancy
13.	Prohibitions
14.	Special Rates
15.	Multi-Storey Allowances
16.	Distant Places
17.	Hours of Work - Day Workers
18.	Deleted
19.	Overtime
20.	Holiday and Sunday Work
21.	Shift Work
22.	Sick Leave
23.	Personal/Carer's Leave
23A.	Parental Leave
24.	Annual Leave
25.	Other Leave
26.	Shop Stewards
27.	Notice Board
28.	Amenities
29.	First-aid
30.	Superannuation
31.	Miscellaneous Provisions
32.	Deleted
33.	Working Within Skills Competency and Training
34.	Consultative Mechanism
35.	Electrical, Electronic Industry Training Committees
36.	Grievance and Dispute Resolution Procedures
37.	Area, Incidence and Duration

- 38. Deduction of Union Membership Fees
- 39. School Based Apprentices

PART B

MONETARY RATES

- Table 1 - Wage Rates
- Table 2 - Additional Margins
- Table 3 - Apprentice Rates
- Table 4 - Expense Related Allowances
- Table 5 - Work Related Allowances

1. Anti-Discrimination

- 1.1 It is the intention of the parties bound by this award to seek to achieve the object of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 1.2 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.
- 1.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint or unlawful discrimination or harassment.
- 1.4 Nothing in this clause shall 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.
- 1.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

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

2. Definitions

The following definitions shall be applied to this award:

2.1 Classification Definitions -

- 2.1.1 Electrical Mechanic means a tradesman mainly engaged on electrical installation, repair and maintenance work including the welding, fabrication and erection of brackets and equipment associated with electrical installation work.
- 2.1.2 Electrical Fitter means a fitter mainly engaged in making fitting, or repairing electrical machines, instruments or appliances and who in the course of his/her work applies electrical knowledge, including the welding, fabrication, and erection of brackets and equipment associated with electrical installation work.
- 2.1.3 Electrical Instrument Fitter means a tradesman, not necessarily an electrical fitter, who is required to design, test and/or repair and maintain electrical and/or electro-pneumatic measuring and/or recording appliances and/or scientific electrical instruments.
- 2.1.4 Electronics Tradesman means an electrical tradesman who is engaged in applying his/her knowledge and skills to the task of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesman is required to carry out his/her tasks.

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

In addition, to be classified as an electronics tradesman, a tradesman must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment;
 - (b) Working under minimum supervision and technical guidance;
 - (c) Providing technical guidance within the scope of the work described in this definition;
 - (d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.
- 2.1.5 Plant Electrician means an electrical mechanic or electrical fitter who has practically complete charge of the general maintenance, alteration and repair work of an installation and carries out the orders of an employer having no knowledge of the electrical trade and not carrying on any business in the trade as a partner or otherwise or carries out the orders of an employer's engineer or other officer who is not a practical electrician.
- 2.1.6 Radio Mechanic or Fitter means an employee engaged on the making, repairing, and/or servicing of television, radio and sound equipment which requires the application of general trade experience gained through apprenticeship or equivalent training.
- 2.1.7 Refrigeration and/or Air Conditioning Mechanic or Fitter means a tradesman who in the course of his/her work applies electrical trade experience and is mainly engaged on the installation, repair and maintenance work in connection with electrically operated refrigeration and/or air conditioning units.

- 2.1.8 Battery Fitter means an adult employee wholly engaged in the erection, overhauling or repairing of storage batteries.
- 2.1.9 Electrician in Charge of Generating Plant means an electrician who has complete charge of the whole plant, including the prime mover and generator and is required to run the plant and maintain and attend to the installation generally.
- 2.1.10 Linesman means an employee engaged in preparing poles for electric wires, fixing wires or cables on poles or over buildings or fixing wires to insulators or joining or insulating such wires or performing any other work required in connection with the running of overhead wires outside of buildings.
- 2.1.11 Linesman Special Class means a linesman who has had three or more years' experience as a linesman and is qualified and working under the *Electricity (Consumer Safety) Act 2004*.
- 2.1.12 Linesman's Assistant means an employee assisting a linesman but who shall not work within 1.8 metres of any live conductor and who shall not ascend ladders or climb poles carrying live conductors.
- 2.1.13 Tradesman's Assistant means an employee engaged in assisting a tradesman, provided that such assistance shall not include the carrying out of work usually regarded as that of a tradesman.
- 2.1.14 Leading Hand means any electrical worker (not being a foreman) who is placed in charge of work on which 4 or more employees or 2 or more electrical mechanics or fitters or linesmen, in addition to himself, are engaged. Any worker who receives orders from an officer, and is placed in charge as herein set out in the absence of such officer, shall be deemed to be a leading hand whilst so placed in charge of the work carrying out such orders.
- 2.1.15 Tradesman means a person who has served the requisite apprenticeship or holds a Certificate of recognition as a tradesman issued by an Australian apprenticeship authority or a Tradesman's Certificate issued by the Local Electrical Trades Committee constituted under the *Tradesman's Rights Regulations Act 1946*.
- 2.2 Other Definitions -
- 2.2.1 Ship Repairs mean -
- (a) All repair work done on ships.
 - (b) All work other than the making of spare parts and stores done in a workshop used for ship repairs only.
 - (c) Work done in a workshop used for both ship repairing, general engineering, metal moulding, steel construction, and other heavy metal fabrications on which employees are engaged both on the ship and in the workshop.
- 2.2.2 Confined Space means a compartment or space or place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation and includes such a space -
- (a) In the case of a ship - inside complete tanks, chain lockers and peaks, in bilges, under engine beds, under engine room and stokehold floors, or under or inside boilers.
 - (b) In the case of a locomotive - inside the barrels or boilers, fire boxes, water spaces of tenders, side tanks, bunker tanks, saddle tanks, or smoke boxes.
 - (c) In other cases - inside boilers, steam drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters, or economizers.

- 2.2.3 Union means the Electrical Trades Union of Australia, New South Wales Branch.
- 2.2.4 Sunday means all time between midnight Saturday and midnight Sunday.
- 2.2.5 Distant Work is that in respect of which the distance or the travelling facilities to and from such place of work make it reasonably necessary that the employee should live and sleep at some place other than his/her usual place of residence at the time of commencing such work.

2A. Secure Employment

2A.1 Occupational Health and Safety

2A.1.1 For the purposes of this subclause, the following definitions shall apply:

2A.1.1.1 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.

2A.1.1.2 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.

2A.1.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

2A.1.2.1 Consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

2A.1.2.2 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;

2A.1.2.3 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

2A.1.2.4 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.

2A.1.3 Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

2A.2 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.

2A.3 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. Deleted

4. Margins

4.1 Additional Margins - The additional margins as set out in the items specified in Table 2 - Additional Margins, of Part B, Monetary Rates, shall be paid for all purposes of the award:

4.1.1 Electrical Mechanic's Licence - additional margin to be paid to an employee employed and working as a tradesperson and possessing the New South Wales Electrical Mechanic's Licence as follows:

Qualified Supervisor Certificate (Electrician) - Item 1 of the said Table 2

Certificate of Registration (Electrician) - Item 2 of Table 2

An employee who possesses the New South Wales Electrical Licence, (Qualified Supervisor Certificate), shall be paid per week the amount set out in Item 3 of Table 2 to reimburse for the expense of renewing the above licence. This amount is not to be paid for all purposes of the award. This allowance shall cease to be payable in the event that the Building Services Corporation removes the licence renewal fee.

4.1.2 Leading Hand as defined, additional margin - Item 4 of Table 2

4.1.3 Construction Work

4.1.3.1 Additional margin to be paid to employees on construction work in connection with the erection, maintenance, renovation or demolition of buildings or structures - Item 5 of Table 2

4.1.3.2 The additional margin is in consideration of conditions peculiar to construction work which are:

4.1.3.2.1 Working in the open and thereby being subject to climatic conditions, i.e. from dust blowing in the wind, brick dust, drippings from concrete, etc;

4.1.3.2.2 Sloppy conditions;

4.1.3.2.3 Lack of usual amenities associated with factory work, e.g. meal rooms, change rooms, locker, &c.,

4.1.3.3 This additional margin shall not apply to ship work or to employees on maintenance work in mixed industries.

4.1.4 Special Allowance -

4.1.4.1 Additional margin to be paid to employees on construction work in connection with the erection, repair, maintenance, renovation or demolition of buildings or structures - Item 6 of Table 2

4.1.4.2 This additional margin shall not apply to ship work or to employees on maintenance work in mixed industries.

4.1.5 Ship Repair Work

4.1.5.1 Additional margins to be paid to employees engaged on ship repairs:
Tradesperson - Item 7 of Table 2

All other labour - Item 7 of Table 2

4.1.6 Power House Work

4.1.6.1 Tradespersons and their assistants employed in large operating power house (i.e. power house developing more than 8,000 kilowatts) other than those not on the regular staff employed on new construction work shall be paid as set out in Item 8 of Table 2. Such amount shall be deemed to include all special rates prescribed in clause 14, Special Rates. This allowance shall continue to be payable to tradesperson attached to the staffs of such power houses whilst carrying out repairs or maintenance in rotary converter and/or static substations which are in regular operation.

4.1.7 Electrical tradespersons employed at Australian Gypsum Ltd., Camellia, shall be paid as set out in Item 9 of Table 2 in addition to the rates prescribed in the said Table 1.

4.1.8 Supplementary Payments - The supplementary payments prescribed in Table 1 shall be paid to all employees other than employees engaged on construction work.

Such supplementary payments shall, to the extent of its amount, be in substitution for any over-award payment as defined hereunder which would otherwise have been paid and any such overaward payment shall be reduced by that amount.

"Overaward Payment" is defined as the amount (whether it be termed "over-award payment", "attendance bonus", "service increment" or any term whatsoever) which an employee performing weekly ordinary hours of work would receive in excess of the employee's weekly wage rate as defined by subclause (i), Weekly Wage Rate, of Clause 8, Wage Rates.

The supplementary payment shall be paid for all purposes of the award.

4.2 Apprentice Rates -

4.2.1 Indentured Apprentices - As set out in Table 3 - Apprentice Rates, of Part B, Monetary Rates.

4.2.1.1 In addition to the above rates, apprentices engaged on construction work in connection with the erection, repair, repair, maintenance, renovation or demolition of buildings or structures shall be paid an allowance per week as set out in Item 10 of Table 2. This allowance is in consideration of conditions peculiar to construction work which are:

working in the open and thereby being subjected to climatic conditions, i.e., from dust blowing in the wind, brick dust, drippings from concrete, &c;

sloppy conditions;

lack of usual amenities associated with factory work eg., meal rooms, change rooms, lockers, &c.;

Provided that this allowance shall not apply to ship work or to employees on maintenance work in mixed industries.

4.2.1.2 Apprentices engaged on ship repairs shall be paid an additional margin per week as set out in Item 11 of Table 2.

Provided that where an apprentice is for a period of half a day or longer, away from his/her place of employment for the purpose of receiving tuition, the amount prescribed herein shall be decreased proportionately.

4.2.1.3 In addition to the above rates, apprentices on construction work in connection with the erection, repair, maintenance, renovation or demolition of buildings or structures shall be paid an allowance as set out in Item 12 of Table 2

4.2.1.4 The total rate of wages for apprentices in this award shall be calculated to the nearest 5 cents, any broken part of 5 cents in the result not exceeding half of 5 cents shall be disregarded.

4.2.2 Trainee Apprentices - As set out in the said Table 3.

4.2.2.1 In addition to the above rates, apprentices engaged on construction work in connection with the erection, repair, maintenance, renovation or demolition of buildings or structures shall be paid an allowance per week as set out in Item 13 of Table 2. This allowance is in consideration of conditions peculiar to construction work which are

working in the open and thereby being subjected to climatic conditions, i.e., from dust blowing in the wind, brick dust, drippings from concrete, etc.;

sloppy conditions;

lack of usual amenities associated with factory work, e.g., meal rooms, change rooms, lockers, etc.

Provided that this allowance shall not apply to ship work or to employees on maintenance work in mixed industries.

4.2.2.2 Apprentices engaged on ship repairs shall be paid an additional margin per week as set out in Item 14 of Table 2.

Provided that where an apprentice is for a period of half a day or longer, away from his/her place of employment for the purpose of receiving tuition, the amount prescribed herein shall be decreased proportionately.

4.2.2.3 The total rate of wages for apprentices in this award shall be calculated to the nearest 5 cents, any broken part of 5 cents in the result not exceeding half of 5 cents shall be disregarded.

4.2.2.4 In addition to the above rates, apprentices on construction work in connection with the erection, repair, maintenance, renovation or demolition of buildings or structures shall be paid an allowance set out in Item 15 of Table 2

5. No Extra Claims

It is a term of this award that the union undertakes, for the duration of the principles determined by the current State Wage Case decision, not to pursue any extra claims, award or over-award, except when consistent with those principles.

6. Travel and Expenses

6.1 General Conditions -

6.1.1 Commencing on Job - An employee required to work at a job away from his/her workshop or depot shall, at the direction of his/her employer, present himself/herself for work at such job at the usual time of starting work.

6.1.2 Location of Workshop or Depot - Upon the commencement of this award or the commencement of a contract of employment, the employer shall notify the employee of the location of the employee's workshop or depot and such location shall be recorded in the employee's wages record and/or service record; provided that if it becomes necessary for the location of the workshop or depot to be changed, the employer shall give the employee not less than 14 days notice of such change.

6.1.3 Transportation - The employer shall provide or arrange transport where reasonable and necessary for travelling as follows:

6.1.3.1 between jobs, and

6.1.3.2 between the employee's workshop or depot and jobs.

6.2 Travel -

6.2.1 Travelling Time - For the purpose of this clause, all time reasonably spent in travelling shall be travelling time.

6.2.2 In computing reasonable travelling time and for the purpose of Excess Travelling Time, the following shall apply:

6.2.2.1 Where the employee uses public transport on his/her journey, travelling time shall include all time reasonably spent:

- (1) In waiting between public transport connections; and
- (2) Between disembarking from public transport and the time of starting work; and
- (3) Between finishing work and embarking on public transport.

6.2.2.2 Where the employee is required to walk on his/her journey, walking time shall be at the rate of 12 minutes per kilometre.

6.2.2.3 Where the employee uses a motor vehicle, other than public transport on his/her journey, travelling time shall be calculated as follows:

- (1) Where the journey or portion of the journey is within:

48 kilometre radius of the General Post Office, Sydney;

or 32 kilometre radius of the General Post Office, Newcastle; or

The boundaries of the Port Kembla-Wollongong District (see NSW Industrial Gazette, volume 52, Page 783);

At the rate of two minutes for each kilometre of the journey.

- (2) Where the journey or portion of the journey is outside the area prescribed above, at the rate of 1.25 minutes for each kilometre of the journey.

6.2.3 Excess Travelling Time - For the purpose of this clause, excess travelling time is all time reasonably spent by an employee in travelling to or from a job away from his/her workshop or depot in excess of time usually spent by the employee in travelling to or from his/her home and his/her workshop or depot.

6.2.4 Excess Travelling Time Payment - An employee shall be paid for excess travelling time at ordinary time rate except on a holiday or Sunday when payment shall be at the rate of time and a half.

6.2.5 Travelling Time Payment - To or From Distant Work - An employee travelling to or from distant work shall be paid for all time occupied in such travel at ordinary time rates up to a maximum of 12 hours out of every 24 hours, or, where a sleeping berth is provided, a maximum of 8 hours out of every 24 hours.

6.3 Fares and Expenses -

- 6.3.1 Fares and Expenses - The employer shall pay for all fares and/or expenses reasonably incurred by an employee in excess of those usually incurred by the employee in travelling between his/her home and his/her workshop or depot. Such fares and expenses shall include fares and/or expenses incurred in travelling between the workshop or depot and a job and in a travelling between jobs.
- 6.3.2 Fares and Expenses - Distant Work - The employer shall pay for any fares and/or expenses incurred in conveying an employee and the employee's tools and such personal belongings reasonably required for his/her personal use to and from distant work. Such expenses shall include cost of meals partaken and insurance of personal belongings whilst in transit.
- 6.3.3 Motor Vehicle Allowance - An employer shall pay to an employee a motor vehicle allowance per kilometre as set out in Item 1 of Table 4 of Part B as compensation for expenses where the employee, by agreement with his/her employer, uses his/her own motor vehicle in the following cases:
- 6.3.3.1 For the distance of his/her journey which is in excess of the distance of the journey between the employee's home and his/her workshop or depot where the employee starts or finishes work at a job away from his/her workshop or depot; or
- 6.3.3.2 For the distance of his/her journey where the employee is recalled to work overtime after leaving his/her employer's business; or
- 6.3.3.3 For the distance of his/her journey in travelling between his/her workshop or depot and a job or between jobs; or
- 6.3.3.4 For the distance of his/her journey in travelling to or from distance work.

6.4 Travel and Expenses - Construction and Shipping Work -

- 6.4.1 Scope - This section shall apply to employees covered by this award who are engaged in shipping work or on construction work in connection with the erection, repair, maintenance, renovation or demolition of buildings or structures, who are required to start and finish work on the job away from the employer's workshop or depot and to employees hired on a construction site for work on that site.
- 6.4.2 Average Excess Travelling Time - Construction &c. Work -
- 6.4.2.1 In lieu of the provisions of 6.2.3, Excess Travelling Time and 6.2.4, Excess Travelling Time Payment, an employee to whom this section applies shall be paid 0.8 hour's pay per day, calculated as prescribed by clause 8, Wage Rates. Such payment shall be made as compensation for average excess travelling time to and from a place of work.
- 6.4.2.2 The average excess travelling payment prescribed in 6.4.2.1 shall be paid in accordance with one of the following payment systems:
- (1) Weekly Payment System - Where a weekly payment system applies to an employee his/her average excess travelling time rate shall be 0.8 hour's pay per day: or
 - (2) Average Payment System.
 - (i) So as to avoid fluctuating average excess travelling time payments each week, an employee may be paid according to a weekly average of the daily average excess travelling time rate prescribed by this subsection. Such weekly average excess travelling time rate shall be calculated by

multiplying the daily average excess travelling time rate by the number of ordinary days of work in his/her work cycle and then dividing by the number of weeks in his/her work cycle.

(ii) Formula and Example:

Weekly Average Excess Travelling Time Rate.

$$\begin{aligned}
 &= \text{Daily average excess travelling time} \times \text{Ordinary days of work per} \\
 &\quad \text{work cycle divided by weeks per work cycle} \\
 &= 0.8 \text{ hours} \times 19 \text{ days} \div 4 \\
 &= 3.8 \text{ hours weekly average excess travelling time.}
 \end{aligned}$$

(iii) In such case, where an employee is absent for the whole of a day, the employee shall lose average excess travelling time rate for that day calculated by dividing his/her weekly average excess travelling time rate by five.

6.4.2.3 Provided that, where an employee's average daily time of journeys to and from the employee's residence and a place of employment exceeds 3 hours per day, the employee shall be paid 0.8 hour's pay per day, and, in addition, shall be paid at ordinary time rate (except on a Sunday or a holiday when the rate shall be time and a half) for the average daily journey time which exceeds 3 hours per day.

6.4.2.4 Provided further that this subsection shall not inhibit the provisions of the definition at paragraph 2.2.5 of clause 2, Definitions.

6.4.3 Average Excess Fares - Construction Work &c.

6.4.3.1 In lieu of the provisions of subclause 6.3.1, Fares and Expenses and 6.3.3.1 of 6.3.3, Motor Vehicle Allowance employees to whom this subclause applies shall be paid an allowance per day as set out in Item 2 of Table 4 of Part B as compensation for average excess fares to and from places of work.

6.4.3.2 The average excess fares payment prescribed in 6.4.3.1 shall be paid in accordance with one of the following payment systems:

(1) Weekly Payment System. Where a weekly payment system applies to an employee his/her average excess fares shall be paid at an allowance as set out in Item 2 of Table 4 of Part B; or

(2) Average Payment System

(i) So as to avoid fluctuating average excess fares payments each week, an employee may be paid according to a weekly average of the daily average excess fare rate prescribed by this subsection. Such weekly average fares rate shall be calculated by multiplying the daily average excess fares rate by the number of ordinary days of work in his/her work cycle and then dividing by the number of weeks in his/her work cycle.

(ii) Formula and Example

As set out in Item 3 of Table 4 of Part B.

(iii) In such case, where an employee is absent for the whole of a day, the employee shall lose average excess fares rate for that day calculated by dividing his/her weekly average excess fares rate by five.

- 6.4.4 The allowance prescribed by this subclause 6.4.3 shall not be payable if the employer provides or offers to provide transport from the employee's home to the job and return, free of charge to the employee. The employee's home for this purpose shall include a place where an employee camps or where he/she is temporarily living.
- 6.4.5 Provided that where an employee is engaged on distant work and resides on the site of the job he/she shall not be entitled to the allowance prescribed in this subsection.
- 6.4.6 Workshop - For the purposes of this section "workshop" shall mean a company head office, branch office and any established workshop except that which may be located on the job.
- 6.5 Government Works and Camps -
- 6.5.1 Scope - This section shall apply to the following:
- 6.5.1.1 Government Works - An employee engaged on work in connection with the construction and/or maintenance of water supply and sewerage works, bridges or water conservation and irrigation works, harbour and reclamation works carried out by Government Authorities, or
- 6.5.1.2 Camps - An employee who is required to camp either by direction of the employer or because no reasonable transport facilities are available to him/her to proceed to and from his/her home each day.
- 6.5.2 Travelling Time and Fares - In lieu of the provisions of 6.2.3 - Excess Travelling Time, and 6.2.4 - Excess Travelling Time Payment, and 6.3.1 - Fares and Expenses, and all of 6.4 - Travel and Expenses - Construction and Shipping Work, of this clause, employees to whom this section applies shall be paid the rates and allowed the conditions in respect of travelling time and fares prescribed by the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award published on 15 August 1984 (234 IG 1248) or by any award replacing the said award.

7. Tools

- 7.1 Provision of Tools - Employers shall continue to provide such tools of trade as were customarily provided at the time of the making of this award.
- 7.2 Power Tools, &c. - An employer shall provide for the use of tradesmen and apprentices all power tools, special purpose tools, precision measuring instruments and electrical measuring and/or testing instruments where the use of such equipment is reasonable and necessary.
- 7.3 Tool Allowance -
- 7.3.1 For tools not customarily provided by the employer at the date of commencement of this award but which are ordinarily required by tradesmen and apprentices for the performance of their duties and are supplied by an employee, an allowance as set out in Item 16 of Table 2 shall be paid subject to the employee maintaining an adequate kit of tools.
- 7.3.2 Such allowance shall be paid for all purposes of the award.
- NOTE: A consideration for the granting of the above allowance is that the obligation for insuring an employee's tools against theft shall not rest upon the employer.
- 7.4 Carrying Tools, &c. - An employee shall not be required to carry tools and/or materials exceeding 20 kilograms in weight to or from the job.
- 7.5 Storing Employees' Tools - At each workshop or depot and at each job site an employer shall provide suitable free storage accommodation for employees' tools. An employer shall ensure that such tool storage accommodation is as secure as practicable against unauthorized entry outside working hours.

- 7.6 Damage to Tools - Compensation to the extent of the damage sustained shall be made where, in the course of the work, tools are damaged or destroyed by fire, or molten metal or through the use of corrosive substances; provided that the employer's liability shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.

8. Wage Rates

Wage rates shall be calculated as prescribed by this clause.

- 8.1 Weekly Wage Rate - The ordinary weekly wage rate of any employee to whom this award applies shall be calculated by adding the amounts prescribed by:
- 8.1.1 Table 1 of Part B, Monetary Rates;
 - 8.1.2 The tool allowance prescribed by subclause 7.3, Tool Allowance of clause 7, Tools; and
 - 8.1.3 the casual hire rate prescribed by clause 11, Contract of Employment, where such casual hire rate is applicable.
 - 8.1.4 Any margins applicable as per Clause 4, Margins
- 8.2 Hourly Wage Rate - The ordinary hourly wage rate of any employee to whom this award applies shall be calculated by dividing the weekly wage rate, prescribed by subclause 8.1, Weekly Wage Rate of this clause, by the weekly ordinary hours per week prescribed by subclause 17.1, Weekly Ordinary Hours per week of clause 17, Hours of Work - Day Workers, although more or less than the average weekly ordinary hours may be worked by the employee in any particular week of his/her work cycle.
- The ordinary hourly wage rate shall be calculated to the nearest cent other than when the calculation comes to the exact half cent and in such case the ordinary hourly wage rate shall be calculated to that half cent.
- 8.3 All Purpose Rate - The ordinary hourly wage rate calculated in accordance with subclause 8.2, Hourly Wage Rate, of this clause shall be applied for all purposes of the award including the calculation of overtime and other penalty rates.
- 8.4 Tradesman's Work - Notwithstanding anything elsewhere contained in this award any employee engaged on tradesmen's work shall be paid the appropriate tradesman's wage rate whilst so engaged.
- 8.5 Mixed Functions - an employee engaged for more than 2 hours during one day or shift on duties carrying a higher rate than his/her ordinary classification shall be paid the higher rate for such day or shift; if so engaged for 2 hours or less during one day or shift he/she shall be paid the higher rate for the time so worked.
- 8.6 Extra Rates Not Cumulative - Extra Rates in this award except rates prescribed in clauses 14, Special Rates; 15, Multi-storey Allowance; 16, Distant Places and the rate of payment prescribed by subclause 20.1.2, Payment of Work on a Holiday of clause 20, Holidays and Sunday Work for work on a holiday are not cumulative so as to exceed the maximum of double the ordinary rates.
- 8.7 The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
- 8.7.1 any equivalent overaward payments; and/or
 - 8.7.2 award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.

9. Payment of Wages

- 9.1 General - The following shall have application to all sections of this clause.
- 9.1.1 Weekly Payments - Subject to any custom existing at the time of making this award, wages, allowances and expenses shall be paid weekly.
- 9.1.2 Pay Period - The pay period for the payment of wages, allowances and expenses shall end at the usual time of ceasing work not more than two clear ordinary working days prior to the commencement of pay day.
- 9.1.3 Pay Day -
- 9.1.3.1 Upon commencement of this award or the commencement of a contract of employment the employer shall notify the employee of the day of the week upon which the employee is to be paid his/her wages, allowances and expenses and such day shall be recorded in the employee's wages and/or service record as pay day.
- 9.1.3.2 Pay day may be altered as to all or a section of employees in an employer's establishment upon the employer giving the employees affected and the union 14 days' notice of such alteration; provided that this paragraph shall not apply to paragraph 9.1.4, Pay Day Falling on a Holiday, of this section.
- 9.1.4 Pay Day Falling on a Holiday - Where pay day falls on a holiday and subject to the other provisions of this clause, an employee shall be paid whatever wages, allowances and other expenses are due to him on the working day before the holiday. In such cases the substituted day shall be deemed to be pay day for the week in question. Provided that an employer and the union may agree on any variation to this subclause to apply to the employer's establishment.
- 9.1.5 Pay Day Falling on a Leisure Day - Where pay day falls on a leisure day (as prescribed by paragraph 17.6.3, of subclause 17.6, Systems of Ordinary Hours of Work of clause 17, Hours of Work - Day Workers, of this award) or on a day which is substituted for an employee's leisure day (in accordance with the provisions of subclause 17.9, Substitution of Leisure Day of the said clause 17), an employee shall be paid whatever wages, allowances and other expenses are due to him/her on the working day before the leisure day. In such cases the substituted day shall be deemed to be pay for the week in question. Provided that in any project, undertaking or establishment either:
- 9.1.5.1 An employer and the majority of employees, or
- 9.1.5.2 where a rostered leisure day method (as prescribed by paragraph 17.6.2 of the said clause 17) applies, an employer and an employee may agree on any variation to the operation of this subclause.
- 9.1.6 Payments to be Made -
- 9.1.6.1 Wages due for time worked during a pay period shall be paid on the first pay day occurring after the end of that pay period.
- 9.1.6.2 Allowances due and expenses incurred during a pay period shall be paid on the first pay day occurring after the end of the pay period in which such allowances or expenses are claimed.
- 9.1.6.3 An employer and the union may agree on any variation to this subclause to apply to the employer's establishment.
- 9.1.7 Payment on Termination of Employment - Upon termination of the employment wages, allowances and expenses due to an employee shall be paid to him/her on the day of such termination or forwarded to him/her by post on the next working day.

9.1.8 Waiting for Payment -

9.1.8.1 An employee kept waiting for his/her wages on pay day for more than 15 minutes after the usual time of ceasing work shall be paid overtime rates after that 15 minutes with a minimum of 15 minutes.

9.1.8.2 If wages are not paid on pay day, except where the default has not been caused by the employer, a penalty of payment of 2 hours at ordinary rates shall be incurred and shall be paid together with the normal pay by mid-day on the next working day after pay day.

9.1.9 Statement of Wages Due - On or prior to pay day the employer shall state to each employee, in writing, the amount of wages, allowances and expenses to which he/she is entitled, the amount of deduction made therefrom and the net amount being paid to him.

9.2 Payments Systems - The payment system to be applied to an employee shall be determined in accordance with one of the following provisions:

9.2.1 Weekly Payment System - Where an employee works a fixed weekly hours system of work as prescribed by paragraph 17.6.1, Fixed Weekly Hours System of subclause 17.6, Systems of Ordinary Hours of Work of the said clause 17, Hours of Work - Day Workers, the employee's payment system shall be for the actual ordinary hours worked.

9.2.2 Average Payment System - Where an employee works an average weekly hours system of work as prescribed by paragraph 17.6.2, Average Weekly Hours Systems of subclause 17.6, Systems of Ordinary Hours of Work of the said clause 17, Hours of Work - Day Workers, the employee's payment system shall be either:

9.2.2.1 for the actual ordinary hours worked, or

9.2.2.2 so as to avoid fluctuating wage payments each week, an employee may be paid according to a weekly average of the ordinary hours in a work cycle, although more or less than the average weekly ordinary hours may be worked by the employee in any particular week of his/her work cycle. Provided that the average payment system to be used is determined by agreement between an employer and the majority of employees in any project, undertaking, or establishment.

9.2.3 Alternative Payment Systems - Where the employer and the majority of employees in a project, undertaking or establishment agree, an alternative payment system to those prescribed by this subclause may be introduced.

9.2.4 Absences - Average Payment Systems - Where an employee is paid in accordance with paragraph 9.2.2, Average Payment System of this section the following shall apply when the employee is absent during ordinary hours of work other than for annual leave, long service leave, paid sick leave, bereavement leave or on worker's compensation leave.

9.2.4.1 Where the employee is absent for the whole of a day, the employee shall lose average pay for that day calculated by dividing the employee's average weekly wage payment by 4.75 (i.e. the average number of days of work per week in a work cycle).

9.2.4.2 Where during a pay period the employee is absent from ordinary hours of work for a total time which exceeds the weekly ordinary hours of work prescribed by subclause 17.1 of the said clause 17 (i.e. 38 hours), the employee shall lose only the employee's average weekly wage payment for that pay period.

Provided that any adjustments to the employee's pay which may be necessary in respect of that pay period arising from the application of this paragraph shall be

made by equal amounts during the subsequent pay periods in the work cycle which commences from the beginning of that pay period.

9.2.4.3 Where the employee is absent for part of a day, the employee shall lose average pay for each hour the employee is absent calculated by dividing his/her average pay for that day by 7.6 (i.e. the average number of daily ordinary hours in an ordinary work cycle).

9.2.5 Commencement of Employment - Average Payment System - An employee to whom an average payment system is to apply and who commences employment during a work cycle applying the project, undertaking establishment in which he/she is to work shall be paid wages due for hours actually worked until the beginning of the first work cycle which is to apply to him/her. Thereafter he/she shall be paid in accordance with the average payment system.

9.2.6 Termination of Employment - Average Payment Systems - An employee to whom an average payment system applies and whose employment is terminated during a work cycle applying in the project, undertaking or establishment in which he/she is working shall be paid wages due for hours actually worked during the cycle adjusted against wages paid for that portion of the cycle worked by him/her.

10. Living Away on Distant Work

10.1 Board and Lodging - Living Away Allowance - On distant work the employer shall, subject to the provisions of subclause 10.4 of this clause provide reasonable board and lodging or pay a living away allowance per week as set out in Item 5 of Table 4 of Part B of this award, but such allowance shall not be wages. In the case of broken parts of a week occurring at the beginning or end of a period of distant work the allowance shall be all living expenses, actually and reasonably incurred but not exceeding the said amount.

10.2 Standard of Board and Lodging - Reasonable board and lodging for the purpose of this Clause shall mean lodging in a well-kept establishment with adequate furnishing, good bedding, good floor coverings, good lighting and heating in either a single room or a twin room if a single room is not available, with hot and cold running water.

10.3 Regular Return Home -

10.3.1 Except as hereinafter provided an employee on distant work shall, where practicable, be allowed to return home for the weekend at least once a month. Where the employee so returns home, all reasonable travelling expenses incurred shall be reimbursed by the employer provided that the employee presented himself/herself for work at the site at the normal starting time on the next working day.

10.3.2 The travelling expenses prescribed by this subclause shall not be payable to an employee receiving the living away allowance prescribed by subclause 10.1, of this Clause.

10.4 Camps -

10.4.1 Scope - Where an employer is engaged in projects:

10.4.1.1 Which are located in areas where reasonable board and lodging as defined in subclause 10.2 of this clause is not available; or

10.4.1.2 Where the size of the work force is in excess of the available accommodation; or

10.4.1.3 Where there are continuous concrete pour requirements; or

10.4.1.4 Where the working of shifts necessitates camp accommodation;

His/her employees shall be provided with camp facilities constructed and maintained in accordance with the requirements of paragraph 10.4.2 of this subclause.

10.4.2 Camp Facilities -

10.4.2.1 Such an employer shall provide accommodation in single rooms, or twin rooms where single rooms are not available, fitted with suitable sleeping accommodation including mattress, pillow and blankets. Each room shall be of not less than 14 cubic metres per person, and shall have a timber floor with floor covering provided. Each room shall be fitted with a door and movable window of reasonable dimensions and shall be furnished with a table or suitable substitute therefore, a seat or seats and wardrobe for each person. The windows shall be fitted with gauze screens. Each room shall be ceiled and lined. Good artificial lighting shall be provided in each room. Where reasonably required, provision shall be made for the heating of rooms. Provision shall be made in the camp for suitable washing facilities including hot and cold showers. Suitable provision shall be made for washing of clothes. Toilets shall be adequate and sewerage where possible, situated within reasonable distance from the living quarters, access to which shall be by properly lighted paths. Provisions shall be made for the effluent from the kitchen, laundry and showers to be carried away in closed pipes and dispersed in such a way as to avoid any risk to health.

10.4.2.2 In such a camp messing shall be made available by the employer with provision for a choice of meals.

10.4.2.3 An employee who is accommodated as prescribed by subparagraph 10.4.2.1 of this paragraph shall not be eligible for the payment of the allowance prescribed by subclause 10.1 of this clause.

10.4.3 Camping Allowance

10.4.3.1 Employees who are required to camp in accordance with the provisions of paragraph 10.4.1 of this clause, shall be paid a camping allowance as set out in Item 6 of Table 4 of Part B per day for each day that the employee finds it necessary to remain in camp:

10.4.3.2 Provided that an employee shall not be entitled to the allowance as prescribed in subparagraph 10.4.3.1 for any working day on which he/she is absent from duty except in cases of sickness or for any reason beyond his/her own control.

10.4.3.3 Provided further that, if an employer elects to provide full board and suitable camp lodging, the allowance prescribed herein shall not be payable.

10.5 Accommodation Disputes - Any dispute concerning the standard of accommodation or camp facilities prescribed by this Clause shall be notified to the employer within one month.

10.6 Distant Work Defined - For the purpose of this award, distant work is that in respect of which the distance or the travelling facilities to and from such place of work make it reasonably necessary that the employee should live and sleep at some place other than his/her usual place of residence at the time of commencing such work.

11. Contract of Employment

11.1 Weekly Employment -

11.1.1 Weekly Employment - Except as provided in subclause 11.3 of this clause, employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

11.1.2 Termination of Employment -

11.1.2.1 Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wage as the case may be, except where the circumstances of termination of employment fall within the provisions of clause 12, Redundancy, of this award.

11.1.2.2 Where the employee has given or been given notice as aforesaid, he/she shall continue in his/her employment until the date of the expiration of such notice. An employee who having given or been given notice as aforesaid and without reasonable cause (proof of which shall lie on him/her) absents himself/herself from work during such period shall be deemed to have abandoned his/her employment and shall not be entitled to payment for work done by him/her within that period.

11.1.2.3 Provided that where an employer has given notice as aforesaid, an employee on request shall be granted leave of absence without pay for one day in order to look for alternative employment.

11.1.2.4 Notwithstanding the provisions of subparagraph 11.1.2.1 of this subclause the employer shall have the right to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only.

11.2 Part-time Employment -

11.2.1 An employee may be engaged on a part time basis. A part-time employee shall mean a weekly employee engaged to work regular days and regular hours, either of which are less than the number of days or hours worked by a full time employee.

11.2.2 A part-time employee is entitled to a minimum start per occasion of four continuous hours

11.2.3 A part-time employee will be paid ordinary rates for all work inside of their normal working hours as defined in their employment contract. Those normal working hours must not exceed 38 per week. All hours outside of the normal working hours are to be paid at overtime rates.

11.2.4 No employee to whom this award applies shall be transferred by his/her employer to part-time employment or terminated with a view to re-employment as a part-time employee without the consent of the employee.

11.2.5 Part-time employees shall in respect of ordinary hours of employment be paid at the rate per hour of one thirty eighth of the prescribed weekly rate for the appropriate classification.

11.2.6 Subject to this clause, all the provisions of this award shall apply to a part-time employee on a pro rata basis.

11.3 Casual Employment -

11.3.1 Casual Employment - A casual employee is one engaged and paid as such.

11.3.2 Duration of Casual Employment - Except by mutual agreement between the employer and the employee a casual employee shall, after 2 weeks' employment, be deemed to be a weekly

employee whose terms of employment shall forthwith be as prescribed by subclause 11.1 of this clause.

11.3.3 Casual Employment Additional Rate - A casual employee shall be paid 12 per centum of the weekly rate prescribed by clause 8, Wages Rates (except for paragraph (c) of subclause 8.1 of the said clause 8) in addition to the weekly wage rate prescribed by this award for the work which he/she performs. The casual employment additional rate shall be paid for all purposes of the award.

11.3.4 Minimum Payment - A casual employee who is requested to report for work shall be paid a minimum of 4 hours' pay.

11.4 General -

11.4.1 Scope - This section shall have application to weekly and casual employees.

11.4.2 Absence from Duty - An employee (other than an employee who has given or received notice in accordance with this clause) not attending for duty shall except as provided by clauses 22, Sick Leave, 23, Personal/Carer's Leave, 24, Annual Leave and 25, Other Leave, lose his/her pay for the actual time of such non-attendance.

11.4.3 Standing Down of Employees - The employer shall have the right to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppages of work by any cause for which the employer cannot reasonably be held responsible.

11.4.4 Abandonment of Employment -

11.4.4.1 The absence of an employee from work for a continuous period exceeding 3 working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned his/her employment.

11.4.4.2 Provided that if within a period of 14 days from his/her last attendance at work or the date of his/her absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of his/her employer that he/she was absent for reasonable cause he/she shall be deemed to have abandoned his/her employment.

11.4.4.3 Termination of employment by abandonment in accordance with this sub-clause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

11.4.5 Notwithstanding anything expressed or implied in this award or in Industrial Agreement No. 6493 and notwithstanding any term in the contract of employment of any employee, Australian Oil Refining Pty. Limited shall have the right to stand down for any period and shall be exempted from liability to pay any employee employed by the company hereunder, for any such period during which the employee, reasonably, cannot be given work by reason of:

11.4.5.1 any strike, or any ban, limitation or restriction upon the performance of any work at the Kurnell refineries of the companies; or

11.4.5.2 the shutdown of the Kurnell refineries of the aforesaid companies or any part thereof on or after 26 August 1982.

11.4.6 Notwithstanding any provision of this award or in Industrial Agreement No. 6493 the standing down pursuant to this subclause of any employee shall be treated as not having broken the continuity of employment of that employee and the period or periods of stand-down shall not be

considered a period of absence from duty for the purpose of any provision of any award or any industrial agreement providing for or in relation to annual leave or long service leave.

11.4.7 Notwithstanding any other provision of any award or any industrial agreement any employee stood down pursuant to the provisions of paragraph 11.4.6 above shall be entitled to terminate his/her employment by giving one day's notice of such termination or by forfeiting one day's pay, and any such employee whose employment is terminated by his/her giving one day's notice of such termination shall be regraded as having had his/her employment terminated by the company without default of the employee.

11.4.8 For the purpose of these stand-down provisions "period" shall mean a part of a day, a day or more than a day as the case may be.

11.4.9 Notwithstanding any other provision of any award or any industrial agreement:

11.4.9.1 An employee who is required to attend for work on any day and who, pursuant to an award or an industrial agreement binding upon him, works on that day shall be paid his/her ordinary pay for the time worked or for four hours whichever be the greater; provided that if he/she works for not less than 75 per cent of the ordinary hours for the day, he/she shall be paid his/her ordinary pay for a full day; and

11.4.9.2 An employee who is required to attend for work on any day and who attends and who, pursuant to these stand-down provisions, is not required to work shall be paid for that day his/her ordinary pay for two hours plus the sum of \$1.00.

11.4.10 These stand-down provisions shall not affect the right of the company to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only. These stand-down provisions shall not affect the right of the company not to pay an employee who is not ready, willing and able to perform the service for which he/she has contracted in accordance with the lawful and reasonable directions of the company.

11.4.11 An employee who, pursuant to these provisions is not required to work for any period shall be deemed to have worked for the period for all purposes related to leave of any kind whether prescribed by any Act or award or industrial agreement or other wise or related to entitlement to any holiday, prescribed by any award or industrial agreement, provided that an employee who by this clause is deemed to have worked on a public holiday shall be paid at ordinary time for such day or days.

11.4.12 An employee shall not be a part-time employee or a casual employee merely by reason of not being required to work for any period pursuant to these provisions.

11.4.13 An employee to whom the company proposes to apply these stand-down provisions may elect to take any period of an annual holiday in lieu of being stood down. Provided that this clause shall be read and construed subject to the provisions of the *Annual Holidays Act 1944* to the intent that any provision of this clause inconsistent with any provision of that Act shall be deemed to be of no force and effect.

11.4.13 Where the usual pay day of an employee to whom these stand-down provisions are applied occurs during any period when the employee is stood down the employer may postpone that pay day of such employee to the next day on which the employee works, unless the employee, while so stood down, elects to attend on the relevant usual pay day the place where he/she is usually paid.

11.4.14 The company shall daily make and preserve and keep a true and accurate record of the name of each employee to whom the company applies these stand-down

provisions and of the days and times when the employee was, because of the said application of those provisions, not required to work, and shall make such record available for inspection by the secretary of the industrial union concerned at an time that is reasonable in the circumstances.

- 11.4.15 Leave is reserved to the company and to an industrial union of employees whose member or members, being an employee or employees of the company, is or are affected by the provisions of this clause, to apply at any time in respect of the provisions of this clause.

12. Redundancy

12.1 Application -

12.1.1 This award shall apply in respect of full time and part-time persons employed in the classifications specified by clause 4, Margins.

12.1.2 In respect to employers who employ 15 employees or more immediately prior to the termination of employment of employees, see subclause 12.4, Termination of Employment of this clause.

12.1.3 Notwithstanding anything contained elsewhere in this award, this award 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.

12.1.4 Notwithstanding anything contained elsewhere in this award, this award 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.

12.2 Introduction of Change -

12.2.1 Employers duty to notify -

12.2.1.1 Where an employer has made a definite decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.

12.2.1.2 "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 location and the restructuring of jobs.

Provided that where the award specified in paragraph 12.3.1 makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

12.2.2 Employer's duty to discuss change

12.2.2.1 The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subparagraph 12.2.1.1 of this subclause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

12.2.2.2 The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said subparagraph 12.2.1.1.

12.2.2.3 For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. Provided that any employer shall not be required to disclose confidential information, the disclosure of which would adversely affect the employer.

12.3 Redundancy -

12.3.1 Discussions before terminations -

12.3.1.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to subparagraph 12.2.1.1 of this clause 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.

12.3.1.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph 12.3.1.1 of this subclause and shall cover, inter alia, any reasons for the proposed termination and measures to mitigate any adverse effects of any termination of the employees concerned.

12.3.1.3 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 workers 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.

12.4 Termination of Employment -

12.4.1 Notice for Changes in Production, Programme, Organisation or Structure - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subparagraph 12.2.1.1 of this clause.

12.4.1.1 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

12.4.1.2 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.

12.4.1.3 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.

- 12.4.2 Notice for Technological Change - This subclause sets out the notice to be applied to terminations by the employer for reasons arising from "technology" in accordance with subparagraph 12.2.1.1 of this award:
- 12.4.2.1 In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
- 12.4.2.2 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.
- 12.4.2.3 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.
- 12.4.3 Time off during the notice period -
- 12.4.3.1 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.
- 12.4.3.2 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.
- 12.4.4 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 clause 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.
- 12.4.5 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.
- 12.4.6 Notice to Centrelink - Where a decision has been made to terminate employees, the employer shall notify the Centrelink thereof as soon as possible giving relevant information including the number of categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- 12.4.7 Centrelink 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.
- 12.4.8 Transfer to lower paid duties - Where an employee is transferred to lower paid duties for reasons set out in paragraph 12.2.1 of subclause 12.2 above, 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 has been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

12.5 Severance Pay -

- 12.5.1 Where an employee is to be terminated pursuant to subclause 12.4 of this clause, subject to further order of the Industrial Relations Commission, the employer shall pay the employee the following severance pay in respect of a continuous period of service:

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

Years of Service Entitlement	Under 45 Years of Age
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

- 12.5.1.2 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

- 12.5.1.3 "Week's pay" means the all-purpose rate for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, over-award payments, shift penalties and allowances paid in accordance with clauses 4, Margins, 7, Tools, 8, Wage Rates, and 21, Shift Work, of this award.

- 12.5.2 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 paragraph 12.5.1 of this subclause.

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 the said paragraph 12.5.1 will have on the employer.

- 12.5.3 Alternative Employment - Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in the said paragraph 12.5.1 if the employer obtains acceptable alternative employment for an employee.

13. Prohibitions

- 13.1 Improvers Prohibited - No improvers shall be employed in any of the occupations covered by this award for which an apprenticeship is provided.
- 13.2 Piecework Prohibited - Piecework and/or contracts for labour only or substantially for labour only are prohibited. Such prohibition, however, shall not apply to labour only or substantially labour only contracts where the contractor employs journeymen in accordance with the terms of this award in carrying out the contracts.
- 13.3 Payment by Results Prohibited - Any system of payment by results in the electrical contracting industry is prohibited: Provided that an employer and the union may agree on any variation to this subclause to apply to the employer's establishment.

14. Special Rates

In addition to the wage rates calculated as prescribed by clause 8, Wage Rates, the following disability rates and allowances and additional rates and allowances shall be paid:

14.1 Section I - Disability Rates -

14.1.1 Dirty Work - Where conditions are unusually offensive or unhealthy or more injurious to clothing than the ordinary workshop conditions, a dirty work allowance, as set out in Item 1 of Table 5, of Part B, Monetary Rates shall be paid.

14.1.1.1 Such conditions (without limiting the definition) may be found in holds, stokeholds, engine rooms, about boilers, forecastles, galleys and other rooms, and on or about mast head lights of ships that have been in commission.

14.1.1.2 Unless it can be shown that the conditions appertaining to any particular job done in connection with such works are no dirtier than the ordinary workshop conditions then the following shall be considered dirty work:

14.1.1.2.1 Work done at the following places: Wool scouring works, tanneries, boiling down works, sugar works, galvanizing works, lead works, paint works, smelting works, converting cyaniding and all dry crushing and/or grinding plants, sanitary works, fertilizer works, chemical works, abattoirs, knackeries, slaughter yards, cement works, mines and/or at pit tops.

14.1.1.2.2 Work done on or in the following: The space between the ceiling and roof of a building that has been occupied.

The space between the ceiling and the floor above of a building that has been occupied.

The space between the earth and the floor above of any building.

14.1.1.2.3 The following work: Operating a power tool to cut or groove (i.e. chase) brickwork, plaster, rockwork, concrete and other masonry work.

On repairs to electrically driven vehicles that have been in use.

On repairs to smoke boxes, fire boxes, uptake funnel, flue, furnace or combustion Chamber of a locomotive, marine or type of boiler.

On repairs in oil tanks or meat digesters.

On repairs to incinerators and/or incinerating devices which have been in use.

14.1.1.3 For ship repair work which a foreman and workman shall agree is of an unusually dirty or offensive nature the dirty work allowance, as set out in Item 2 of the said Table 5 shall be paid.

14.1.2 Confined Spaces - An employee working in a confined space (as defined in clause 2, Definitions) shall be paid a confined space allowance as set out in Item 3, Table 5.

14.1.3 Insulating Material - Temperature, Sound, &c. - An employee handling silicate of cotton, slag wool, rock wool or glass fibre wool for the purpose of insulation or who it is agreed between the employer and the employee is working in the immediate vicinity so as to be affected by the use thereof shall be paid an insulation material allowance as set out in Item 4 of the said Table 5. Such allowance shall be paid for the remainder of the day or shift after the time that it first becomes payable.

- 14.1.4 High Places -
- 14.1.4.1 An employee working on a building or structure of a height of 15 metres or more directly above a substantial level surface shall be paid a height allowance as set out in Item 5 of the said Table 5 and an additional amount as set out in Item 5 of the said Table 5 for each further 15 metres increase in the height at which he/she is working.
- 14.1.4.2 An employee working on any building or structure in a bosun's chair or swinging scaffold at a height up to 15 metres directly above a substantial level surface shall be paid a height allowance as set out in Item 5 of the said Table 4 and an additional amount as set out in item 5 of the said Table 4 for each further 15 metres increase in the height at which he/she is working.
- 14.1.5 Wet Places
- 14.1.5.1 An employee working in any place where his/her clothing or footwear becomes appreciably wet shall be paid a wet places allowance as set out in Item 6 of the said Table 5.
- 14.1.5.2 Provided that the wet places allowances shall not be payable where the employer provides the employee with suitable protective clothing and footwear.
- 14.1.5.3 Provided further that any employee who becomes entitled to the wet places allowance shall be paid such allowance for such part of the day or shift he/she is required to work in wet clothing or footwear.
- 14.1.6 Hot Places -
- 14.1.6.1 An employee working for more than one hour in the shade in places where the temperature is raised to between 46 degrees Celsius and 54 degrees Celsius shall be paid a hot places allowance as set out in Item 7 of the said Table 5. In places where the temperature exceeds 54 degrees Celsius the hot places allowance shall be as set out in Item 7 of Table 5. Where work continues for more than 2 hours in temperatures exceeding 54 degrees Celsius the employee shall be entitled to 20 minutes rest after every 2 hours' work without deduction of pay.
- 14.1.6.2 The temperature shall be decided by the foreperson the work after consultation with the employee who claims the hot places allowance.
- 14.1.7 Cold Places - An employee working for more than one hour in places where the temperature is reduced by artificial means below 0 degrees Celsius shall be paid a cold places allowance as set out in Item 8 of Table 5. Where work continues for more than 2 hours in temperatures below 0 degrees Celsius the employee shall be entitled to a rest period of 20 minutes after every 2 hours' work without deduction of pay.
- 14.1.8 Explosive Powered Tools - An employee required to use explosive powered tools shall be paid an hourly explosive powered tools allowance of 1/8 of the daily rate with a minimum payment as set out in Item 9 of Table 5.
- 14.1.9 Toxic Substances -
- 14.1.9.1 An employee required to use toxic substances shall be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.
- 14.1.9.2 Employees using such materials will be provided with and shall use all safeguards as are required by the appropriate Government authority.

- 14.1.9.3 Employees using toxic substances or materials of a like nature, where such substances or materials are used in quantities of 0.5 kg or over, shall be paid the amount as set out in Item 10 of Table 5.

Employees working in close proximity to employees so engaged so as to be affected by the use of such substances or materials shall be paid the amount as set out in Item 10 of Table 5.

- 14.1.9.4 For the purpose of this subclause toxic substances shall include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

14.1.10 Underground Work -

- 14.1.10.1 An employee required to work underground shall be paid an underground allowance as set out in Item 11 of Table 5.

- 14.1.10.2 Where a shaft is to be sunk to a depth greater than 6 metres the payment of the underground allowance shall commence from the surface.

- 14.1.10.3 This allowance shall not be payable to employees engaged upon "pot and drive" work at a depth of 3.5 metres or less.

- 14.1.10.4 The underground allowance prescribed in subparagraph (14.1.10.1) of this subclause shall be paid for all purposes of the award.

- 14.1.10.5 In lieu of the underground allowance prescribed by subparagraph (14.1.10.1) of this subclause an employee required to work underground for no more than 4 days or shifts in an ordinary week shall be paid an underground allowance as set out in Item 11 of Table 5.

- 14.1.10.6 The allowance prescribed by this subclause shall be paid in addition to all applicable margins prescribed by clause 4, Margins, and any other amount prescribed elsewhere in this award.

14.1.11 Submarine Work - Employees required to work in a submarine which has been in commission shall:

- 14.1.11.1 If required to work inside the hull including the fin and external casing but excepting the compartments referred to in subparagraph (14.1.11.2) of this paragraph, be paid the amount as set out in Item 12 of Table 5.

- 14.1.11.2 If required to work in any of the following compartments, be paid the amount as set out in Item 12 of Table 5

- (1) Torpedo tube compartment
- (2) Ballast Tanks
- (3) Oil Tanks
- (4) Below the main floor plates in main machinery, auxiliary machinery, asdic and battery compartments.

- 14.1.11.3 Provided that where an employee is required to work inside "D", "O" and "R" tanks removing or installing gauges, switches and related circuitry or in an extended position in the space above batteries in the battery compartment, the rate

payable under this subclause shall be paid the amount as set out in Item 12 of Table 5 in respect of time so worked.

14.1.12 Asbestos Eradication -

14.1.12.1 Application - This subclause shall apply to employees carrying out electrical work in conjunction with any process of asbestos eradication as defined.

14.1.12.2 Definition - Asbestos eradication is defined as work on or about buildings, involving the removal or any other method of neutralisation of any materials which consist of, or contain asbestos.

14.1.12.3 Control - Where an employee is required to carry out electrical work in conjunction with any process of asbestos eradication, then such work shall be conducted in accordance with the relevant Occupational Health and Safety legislation and regulations, as amended from time to time.

14.1.12.4 An employee, to whom this subclause applies, shall be paid the amount as set out in Item 13 of Table 5 which shall be in lieu of special rates prescribed by this section with the exception of paragraph (14.1.4) High Places, (14.1.6) Hot Places and (14.1.7) Cold Places of this section.

14.2 Section II - Additional Rates - Australian Glass Manufacturers Company, Pilkington - A.C.I. Operations Pty. Ltd., Crown Corning Limited, are exempt from subclause 14.1, Disability Rates of this clause, provided that they pay their Electrical Mechanics, Electrical Fitters and Electrical Instrument Fitters, an additional amount as set out in Item 14 of the said Table 5 and their electrical tradesmen's assistants an additional amount as set out in Item 14 of the said Table 5 in addition to the margins provided in clause 4, Margins.

These additional amounts are to cover all special rates and to compensate for additional skill and varying responsibilities.

14.2.1 Australian Iron and Steel Limited, John Lysaght (Australia) Limited and Broken Hill Proprietary Co. Ltd. Construction Sites.

14.2.1.1 Employees of contractors bound by this award engaged on construction work at the construction sites of Australian Iron and Steel Ltd at Port Kembla, John Lysaght (Australia) Ltd at Unanderra and the Broken Hill Proprietary Co. Ltd. at Newcastle shall be paid a construction allowance as set out in Item 15 of the said Table 5. The payment shall be made in compensation for the particular disabilities experienced at these sites.

14.2.1.2 An employee in receipt of the construction allowance prescribed by subparagraph 14.2.1.1 shall not be entitled to any of the special rates prescribed by this clause or of clause 15, Multi-Storey Allowances, of this award.

14.2.1.3 The construction allowance prescribed by subparagraph 14.2.1.1 shall be paid for all purposes of the award.

14.2.2 Corrective Establishment - An employee who is required to work in the maximum security sections of the corrective establishments shall be paid an allowance as set out in Item 16 of the said Table 5 for each hour so engaged. Such allowance shall be paid in addition to other special rates applicable to the employee under the terms of this award.

14.2.3 Construction Sites Generally -

14.2.3.1 This subclause shall apply to an employee working on a site on construction work in connection with the erection, repair, maintenance, renovation or demolition of buildings or structures, and

14.2.3.2 A member or members of either the Industrial Commission of New South Wales by award or order prescribes a site allowance for conditions pertaining generally on that site to apply to employees of contractors and/or subcontractors who are employed under the terms of awards other than the Electricians', &c. (State) Award, then

14.2.3.3 The site allowance so prescribed under subparagraph 14.2.3.2 shall be deemed to be an allowance prescribed under this award and an employee to whom this award applies shall be paid the site allowance so prescribed.

Provided that any question arising for this subclause may be referred to the Electricians &c., (State) Industrial Committee for determination.

14.3 Section III - General -

14.3.1 Limits to Accumulation - Where more than one of the rates and allowances prescribed by subclause 14.1, Disability Rates, provides payment for disability of substantially the same nature then only he/she highest of such rates shall be payable.

14.3.2 Rates not Subject to Penalty Addition - Except where otherwise specified, the extra rates herein prescribed shall be paid irrespective of the time at which the work is performed and shall not be subject to any premium or penalty additions.

14.3.3 Disputed Claims - In the case of a disagreement between the foreperson and an employee about the entitlement to any of the disability rates and allowances prescribed by subclause 14.1, Disability Rates, of this clause, the employee shall be entitled within 24 hours to ask for a decision on his/her claim by his/her employer, industrial officer, manager, superintendent or engineer. In such a case a decision shall be given on the employee's claim within 48 hours of its being made (unless the time expires on a non-working day, in which case it shall be given on the next working day) or else the special rate, allowance or conditions shall be paid or granted. In any case where the union is dissatisfied with the decision of the employer, industrial officer, manager, superintendent or engineer it shall have the right to bring such case before the Industrial Committee.

15. Multi-Storey Allowances

15.1 Definitions - The following definitions shall be applied to this clause:

15.1.1 "Multi-Storey Building" means a building which, when complete, consists of 5 or more storey levels.

15.1.2 "Storey Level" means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building and shall include basement levels and mezzanine or similar levels (but excluding "half floors" such as toilet blocks or store rooms located between floors).

15.1.3 "Floor Level" means that stage of construction which, in the completed building would constitute the walking surface of the particular floor level referred to in subclause 15.4, Scale of Allowances.

15.2 Eligibility - An employee shall be paid a multi-storey allowance, in accordance with the provisions of this clause, to compensate for the disabilities experienced in, and which are peculiar to, work on multi-storey buildings where the employee carries out electrical work either;

15.2.1 During a multi-storey building's original construction; or

15.2.2 where a multi-storey building is being renovated by alteration to the building (except alteration to demountable partitions); and

15.2.2.1 Electrical work is carried out as part of the building's renovation work;

- 15.2.2.2 Electrical work is carried out in conjunction with the work of other building trades who are renovating the building;
- 15.2.2.3 the renovation work extends to more than 2 storey levels; and
- 15.2.2.4 at least part of the renovation work to be carried out is above the 4th storey level.
- 15.2.3 The rate for electrical work in the renovation of a multi-storey building shall be determined by reference to the scale of payment as prescribed by subclause (15.4) of this clause, appropriate for the highest floor level affected by such work.
- 15.3 Commencing Point of Measurement - The commencing point of measurement shall be the lowest main floor level (including basement floor levels but excluding lift wells and shafts) of the building.
- 15.4 Scale of Allowances -
- 15.4.1 The allowance to be paid to an employee engaged on the construction of a multi-storey building shall be as set out in Item 17 of Table 5, Work Related Allowances of Part B, Monetary Rates.
- 15.4.2 An allowance in accordance with paragraph 15.4.3 shall be paid to all employees on the building site. The second and subsequent allowance scales shall, where applicable, commence to apply to all employees where one of the following components of the building - structural steel, reinforcing steel, boxing or walls, rises above the storey level first designated in each such allowance scale.
- 15.4.3 Payment shall be as set out in Item 17 of the said Table 5.
- 15.4.4 Completion Point of Allowance - The allowance payable at the highest point of the building shall continue until completion of the building.

16. Distant Places

- 16.1 Central Section - All employees working in districts west and north of and excluding Newell Highway No. 39 from Tocumwal to Gilgandra, the Oxley Highway No. 34 from Gilgandra to Tamworth, Trunk Road No. 95 to Yetman and the Bruxner Highway No. 44 to Boggabilla up to the Western Division Boundary and excluding the municipalities through which the road passes, shall be paid an allowance as set out in Item 18 of the said Table 5.
- 16.2 Western Division - All employees working in the western division of the State shall be paid an allowance as set out in Item 18 of the said Table 5.
- 16.3 Snowy Mountains Section - All employees working within the area bounded by and inclusive of the Snowy River from the New South Wales border to Dalgety thence by road directly from Dalgety to Berridale and on to the Snowy Mountains Highway at Adaminaby, thence to Blowering, thence by a line drawn from Blowering south east to Welaregang and on to the Murray River, thence in a south easterly direction along the New South Wales border to the point of commencement, shall be paid an allowance as set out in Item 18 of the said Table 5.
- 16.4 Application of Rates - The above rates shall not form part of the ordinary rates of pay for the purpose of the calculation of overtime.

17. Hours of Work - Day Workers

- 17.1 Weekly Ordinary Hours - The weekly ordinary hours of work shall be 38 hours per week or an average of 38 hours per week, such average hours per week being calculated over an employee's work cycle.

17.2 Work Cycles - The weekly ordinary hours of work shall be arranged in accordance with one of the following work cycles:

- 38 hours within a work cycle not exceeding 7 consecutive calendar days; or
- 76 hours within a work cycle not exceeding 14 consecutive calendar days; or
- 114 hours within a work cycle not exceeding 21 consecutive calendar days; or
- 152 hours within a work cycle not exceeding 28 consecutive calendar days.

Provided that a work cycle may differ from those prescribed by this subclause as to all or a section of employees by mutual agreement between an employer and the union.

17.3 Daily Ordinary Hours - The daily ordinary hours of work shall not exceed 8 hours. Provided that the daily ordinary hours of work prescribed by this subclause may be altered as to all or a section of employees by mutual agreement between an employer and the union.

17.4 Days of Work - The ordinary hours of work may be worked on any days or all of the days of the week, Monday to Friday inclusive.

17.5 Spread of Hours -

17.5.1 The spread of daily ordinary hours of work shall be between 6.00 a.m. and 6.00 p.m. at the discretion of the employer and, except for meal breaks, shall be worked continuously.

17.5.2 The spread of daily ordinary hours of work prescribed by this subclause may be altered:

- 17.5.2.1 as to all or a section of employees by mutual agreement between an employer and the union, or
- 17.5.2.2 by mutual agreement between an employer and his/her employees to permit a 6.00 a.m. starting time during summer months.

17.5.3 Australasian Conference Association Ltd - For the purpose of the Australasian Conference Association Ltd at Cooranbong and at Lewisham, the spread of hours for day workers shall be so as to permit the 38 hours to be worked within the following hours:

Monday to Thursday - 7.00 a.m. to 5.00 p.m. with a 45 minute meal break.

Friday - 7.00 a.m. to 1.00 p.m.

17.6 Systems of Ordinary Hours of Work - The ordinary hours of work may be arranged in accordance with any one of the following systems:

17.6.1 Fixed Weekly Hours Systems - By employees working 38 hours each week:

- 17.6.1.1 but less than 8 ordinary hours each day (regular daily hours method), or
- 17.6.1.2 but less than 8 ordinary hours on one or more days each week (irregular daily hours method).

17.6.2 Average Weekly Hours Systems - By employees working an average of 38 hours per week over a work cycle:

- 17.6.2.1 and by fixing one week day as a leisure day on which all employees will be off duty during a particular work cycle (fixed leisure day method), or
- 17.6.2.2 any by rostering employees off work on various days of the week during a particular work cycle so that each employee has one leisure day during that cycle (rostered leisure day method).

- 17.6.3 "Leisure Day" for the purpose of this award is the weekday, not being a holiday, that an employee has off duty when working in accordance with an average weekly hours system.
- 17.7 Notice of Leisure Day - Subject to the provisions of subclause 17.9, Substitution of Leisure Day of this clause, an employee who is entitled to a leisure day during that employee's work cycle shall be advised by the employer of the date of the employee's leisure day at least 4 weeks in advance of it.
- 17.8 Leisure Day Falling on a Holiday - Where an employee who is entitled to a leisure day (in accordance with this clause) and such leisure day falls on a holiday prescribed by clause 20, Holiday and Sunday Work of this award, such leisure day shall be substituted for another week day: Provided that the day to be taken as a substitute leisure day shall be determined by agreement between the employer and the employee and that it shall be taken during the work cycle in which the day fell due or during the next succeeding work cycle.
- 17.9 Substitution of Leisure Day -
- 17.9.1 An individual employee, with the agreement of his/her employer, may substitute his/her leisure day for another day.
- 17.9.2 An employer with the agreement of an individual employee, may substitute the employee's leisure day for another day.
- 17.9.3 An employer, with the agreement of the majority of employees working in a project, undertaking or establishment, may substitute the employees' leisure day for another day in case of:
- 17.9.3.1 breakdown in machinery, or
- 17.9.3.2 failure or shortage of electric power, or
- 17.9.3.3 to meet the requirements of the business in the event of rush orders or some other emergency situation, or
- 17.9.3.4 where employees cannot be usefully employed due to any cause for which the employer cannot reasonably be held responsible.
- 17.9.4 Provided that any substituted leisure day referred to in the proceeding paragraphs of this subclause shall be taken during the work cycle in which the leisure day fell due or during the next succeeding cycle.
- 17.10 Work Outside Ordinary Hours - All work outside the ordinary hours of work prescribed by this clause, including work on a leisure day except where such leisure day is substituted for another day, shall be subject to the penalty rates set out in this award.

18. Deleted

19. Overtime

- 19.1 Payment for Working Overtime -
- 19.1.1 For all work done outside ordinary hours, including work on a leisure day (as prescribed by paragraph 17.6.3 of subclause 17.6, Systems of Ordinary Hours of Work, of clause 17, Hours of Work - Day Workers, except where such leisure day is substituted for another day, the rates of pay shall be time and one-half for the first 2 hours and double time thereafter; such double time to continue until the completion of the overtime work.
- 19.1.2 Except as provided in this subclause or subclause 19.2, Rest Period After Overtime, of this clause, in computing overtime each day's work shall stand alone.

19.2 Rest Period After Overtime -

19.2.1 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have a rest period of at least 10 consecutive hours off duty between the work of successive days: provided that, in the case of shift workers, the rest period shall be 8 consecutive hours off duty when the overtime is worked:

19.2.1.1 for the purpose of changing shift rosters; or

19.2.1.2 where the shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or

19.2.1.3 where a shift is worked by arrangement between the employees themselves.

19.2.2 An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least the rest period off duty between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had the rest period off duty without loss of pay for ordinary working time occurring during such absence.

19.2.3 If on the instructions of his/her employer such an employee resumes or continues work without having had such rest period of duty he/she shall be paid at double rates until he/she is released from duty for such rest period and he/she shall then be entitled to be absent until he/she has had the rest period off duty without loss of pay for ordinary time occurring during such absence.

19.3 Recall to work -

19.3.1 An employee recalled to work overtime after leaving his/her employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of 4 hours' work or where the employee has been paid for standing by in accordance with subclause 19.5 standing by, of this clause, shall be paid for a minimum of 3 hours' work at the appropriate rate for each time he/she is so recalled.

19.3.2 Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 or 3 hours as the case may be if the job he/she was recalled to perform is completed within a shorter period.

19.3.3 This subclause shall not apply in cases where it is customary for an employee to return to his/her employer's premises to perform a specific job outside his/her ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

19.3.4 Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclause 19.2, Rest Period After Overtime, of this clause when the actual time worked is less than 3 hours on such recall or on each of such recalls.

19.4 Saturday work -

19.4.1 An employee required to work after midday on a Saturday shall be paid double time rate for such work.

19.4.2 A day worker required to work overtime on a Saturday shall be afforded at least 4 hours' work or paid for 4 hours at the appropriate rate except where such overtime is continuous with overtime commenced on Friday.

19.4.3 Where an employee works overtime which ceases at or after 4.00 am on a Saturday and such overtime is continuous with ordinary work on Friday, then such employee shall be paid for an additional 8 hours at ordinary time rate. This provision shall not apply to shift workers.

- 19.5 Standing By - subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back, an employee required to hold himself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates for the time from which he/she is so told to hold himself in readiness.
- 19.6 Crib Time -
- 19.6.1 An employee working overtime shall be allowed a crib time of 20 minutes at the appropriate rate without deduction of pay after each 4 hours of overtime worked if the employee continues work after such crib time. Provided that where a day worker on a five-day week is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10.00 am and 1.00 pm be paid at ordinary rates.
- 19.6.2 Unless the period of overtime is less than 1 1/2 hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.
- 19.7 Requirement to Work Reasonable Overtime - It shall be a condition of employment that employees shall work reasonable overtime to meet the needs of the Industry.
- 19.8 Meal Allowance, &c -
- 19.8.1 An employee required to work overtime for more than 1 1/2 hours without being notified on the previous day or earlier that he/she will be so required to work, shall either be supplied with a meal by the employer or paid an amount as set out in Item 4 of Table 4 of Part B for the first meal and for each subsequent meal.
- 19.8.2 Unless the employer advised an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the employer shall provide such second and/or subsequent meal or make payment in lieu thereof as above prescribed.
- 19.8.3 If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, he/she shall be paid as above prescribed for meals which he/she has provided but which are surplus.
- 19.9 Transport of Employees - when an employee, after having worked overtime, or a shift for which he/she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide him with a conveyance to his/her home or pay him his/her current wage rate for the time reasonably occupied in reaching his/her home.
- 19.10 Meal Breaks -
- 19.10.1 Maximum period without meal break - an employee shall not be compelled to work for more than 5 hours without a break for a meal.
- 19.10.2 Payment for work in meal breaks - subject to paragraph 19.10.3 of this subclause, for work done during meal hours and thereafter until break is allowed time and a half rates shall be paid.
- 19.10.3 Regular Maintenance Person - subject to the provisions of paragraph 19.10.1 of this subclause, an employee employed as a regular maintenance person shall work during meal breaks at the ordinary rates herein prescribed, whenever instructed to do so, for the purpose of making good breakdowns of plant or upon routine maintenance of plant which can only be done whilst such plant is idle; provided that, if the meal period of a maintenance person has not previously been taken and does not follow immediately upon

resumption of work by other employees after their meal break, the provisions of paragraph 19.10.2 of this subclause shall apply.

20. Holiday and Sunday Work

20.1 Holidays

20.1.1 Prescribed Holidays

20.1.1.1 An employee on weekly hiring shall be entitled, without loss of pay, to public holidays as follows: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Six Hour Day (or Labour Day), Christmas Day, Boxing Day or such other day as is generally observed in the locality as a substitute for any of the said days respectively, and/or proclaimed or gazetted holiday throughout the State.

20.1.1.2 By mutual agreement between an employer and employee, other days may be substituted for the said days or any of them as to such employer's undertaking.

20.1.2 Payment for Work on a Holiday

20.1.2.1 An employee not engaged on continuous work shall be paid at the rate of double time and a half for work on a public holiday, such double time and a half to continue until he/she is relieved from duty.

20.1.2.2 An employee required to work on a holiday shall be paid for a minimum of 4 hours' work at double time and a half.

20.1.3 **Absence Before or After a Holiday:** An employee shall not be entitled to payment for a holiday if he/she is absent from work:

20.1.3.1 Without reasonable excuse; or

20.1.3.2 Without the consent of his/her employer;

on the ordinary working day before or the ordinary working day after a holiday.

20.2 Industry Picnic Day

20.2.1 **Prescribed Holiday:** In addition to holidays prescribed in subparagraph 20.1.1.1, an additional public holiday to be known as an industry picnic day shall apply to weekly hire employees. It shall be observed on the first Monday in December each year.

20.2.2 Granting of Holiday

20.2.2.1 All employees in the construction industry to whom this section applies shall, as far as practicable, be given and shall take this industry picnic day without loss of pay.

20.2.2.2 In respect of all other employees to whom 20.2 applies, any other day may be substituted for the industry picnic day by mutual agreement between any employer and employee.

20.2.3 Payment for Work on Picnic Day

20.2.3.1 An employee who is required to work on the industry picnic day or the day substituted therefore shall be paid at the rate of double time and a half, such rate to continue until he/she is relieved from duty.

- 20.2.3.2 An employee required to work on the industry picnic day, or the day substituted therefore shall be paid for a minimum of 4 hours work at double time and a half.
- 20.2.4 Absence Before or After Industry Picnic Day: An employee shall not be entitled to payment for the industry picnic day or the day substituted therefore if he/she is absent from work:
- 20.2.4.1 Without reasonable excuse; or
- 20.2.4.2 Without the consent of his or her employer;
- on the ordinary working day before or the ordinary working day after the industry picnic day or substituted therefore.
- 20.2.5 Evidence of Attendance at The Industry Picnic Day: An employer may require from an employee evidence of his/her attendance at the picnic and the production of the butt of the employee's picnic ticket shall be sufficient evidence of such attendance. Where such evidence is requested by the employer, payment need not be made unless the evidence is produced.
- 20.3 Sundays - Payment for Work on Sundays:
- 20.3.1 An employee who works on a Sunday, shall be paid at the rate of double time for such work, such double time to continue until he/she is relieved from duty.
- 20.3.2 An employee required to work on a Sunday shall be paid for a minimum of 4 hour's work at double time.
- 20.4 General
- The following shall have application to all other sections of this Clause:
- 20.4.1 Rest Period After Holiday or Sunday Work: An employee, not engaged on continuous work, who works on a holiday or a Sunday and (except for meal breaks) immediately thereafter continues such work shall, on being relieved from duty be entitled to be absent until he/she has had 10 consecutive hours off duty without deduction of pay for ordinary time occurring during such absence.
- 20.4.2 Meal Allowance - Holidays and Sundays:
- 20.4.2.1 An employee not engaged on continuous work, required to work for more than 4 hours on a holiday or a Sunday without being notified on the previous day or earlier that he/she will be so required to work, shall either be supplied with a meal by the employer or paid an amount as set in Item 4 of Table 4 - Expense Related Allowances of Part B, Monetary Rates, for the meal taken during his/her first crib break and during each subsequent crib break. Provided that such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.
- 20.4.2.2 An employee who, pursuant to notice, has provided a meal or meals and is not required to work on a holiday or Sunday or is required to work for a lesser period of time than advised, shall be paid the rates prescribed in 20.4.2.1 of this clause for meals which he/she has provided but which are surplus.
- 20.4.3 Holidays to be Paid on Termination of Employment:
- 20.4.3.1 An employer who terminates the employment of an employee engaged on weekly employment on construction work in connection with the erection, repair, maintenance, renovation or demolition of buildings or structures, shall pay the

employee his/her ordinary wages for each holiday in a group as prescribed in 20.4.3.2, which falls within 10 consecutive days on and from the date that notice of termination is given.

- 20.4.3.2 For the purpose of this award, the following shall be the holidays in a group:
- 20.4.3.2.1 Christmas Day, Boxing Day, New Year's Day and additional holidays gazetted in connection with those days.
- 20.4.3.2.2 Good Friday, Easter Saturday (where it is applicable as a holiday for the employee), Easter Monday and additional holidays gazetted in connection with those days.
- 20.4.3.3 Where the first day of the group of holidays falls within 10 consecutive days on and from the date that notice of termination is given, the whole group shall be deemed to fall within 10 days.
- 20.4.3.4 An employee shall not be entitled to receive payment from more than one employer in respect of the same holiday or group of holidays.
- An employee shall, on request by his/her employer, make a statutory declaration or other written statement satisfactory to his/her new employer, of the payments made by any other employer for the holidays referred to in this subsection where any of such holidays occurs within 10 consecutive days after the commencement of his/her employment with that employer.
- 20.4.3.5 An employee shall not be entitled to the payment referred to in 20.4.3.1 for the holidays prescribed by 20.4.3 where his/her employer dismisses him/her without notice for malingering, inefficiency, neglect of duty or misconduct in accordance with the provisions of 11.1.2.4, of clause 11, Contract of Employment.
- 20.4.4 Maximum Period without Meal Break: An employee shall not be compelled to work for more than 5 hours without a break for a meal.

21. Shift Work

- 21.1 Definitions - For the purposes of this clause:
- 21.1.1 "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.
- 21.1.2 "Continuous Work" means work carried on with consecutive shifts of employee's throughout the 24 hours of each of at least 6 consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- 21.1.3 "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00am.
- 21.1.4 "Rostered Shift" means a shift of which the employee concerned has had at least 48 hours notice.
- 21.2 Hours - Continuous Work Shifts: This subclause shall apply to shift workers on continuous work as hereinbefore defined.
- 21.2.1 The weekly ordinary hours of shift workers shall average 38 hours per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days. Provided that a shift cycle may differ from that prescribed by this subclause as to all or a section of employees by mutual agreement between an employer and a majority of employees concerned.

- 21.2.2 Subject to the following conditions such shift workers shall work at such times as the employer may require:
- 21.2.2.1 A shift shall consist of not more than 8 hours, inclusive of crib time;
 - 21.2.2.2 except at the regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours;
 - 21.2.2.3 20 minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked:
 - 21.2.2.4 an employee shall not be required to work for more than 5 hours without a break for a meal.
- 21.3 Hours - Other Than Continuous Work -
- 21.3.1 This subclause shall apply to shift workers not upon continuous work as hereinbefore defined.
- 21.3.2 The weekly ordinary hours of work shall be an average of 38 hours per week, the average hours per week being calculated over a shift cycle.
- 21.3.3 The weekly ordinary hours of work shall be arranged in accordance with one of the following shift cycles:
- 38 hours within a period not exceeding 7 consecutive calendar days; or
 - 76 hours within a period not exceeding 14 consecutive calendar days; or
 - 114 hours within a period not exceeding 21 consecutive calendar days; or
 - 152 hours within a period not exceeding 28 consecutive calendar days.
- 21.3.4 Subject to the following conditions such shift workers shall work at such times as the employer may require:
- 21.3.4.1 A shift shall not exceed 8 hours of ordinary time work. Provided that the ordinary time of work of a shift may be altered as to all or a section of employees by mutual agreement between an employer and the union.
 - 21.3.4.2 Such ordinary hours shall be worked continuously except for meal break at the discretion of the employer.
 - 21.3.4.3 Except at the regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours.
 - 21.3.4.4 An employee shall not be required to work for more than 5 hours without a break for a meal.
- 21.4 Rosters - Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.
- 21.5 Variations by Agreement - The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment or, in the absence of agreement, by 7 days' notice of alteration given by the employer to the employees.

21.6 Afternoon or Night Shift Allowances -

21.6.1 A shift worker whilst on afternoon or night shift shall be paid for such shifts 15 per cent more than his/her ordinary rate.

21.6.2 A shift worker who works on an afternoon or night shift which does not continue for at least 5 successive afternoons or nights shall be paid for each such shift 50 per cent for the first 2 hours thereof and 100 per cent for the remaining hours thereof in addition to his/her ordinary rate.

21.6.3 An employee who, during a period of engagement on shift:

21.6.3.1 works night shift only; or

21.6.3.2 remains on night shift for a longer period than 4 consecutive weeks; or

21.6.3.3 works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his/her working time off night shift in each shift cycle,

21.6.4 Shall during such engagement, period or cycle be paid 30 per cent more than his/her ordinary rate for all time worked during ordinary working hours on such night shift.

21.7 Saturday Shifts - The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause 21.6 of this clause.

21.8 Overtime - Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this award or on a shift other than a rostered shift shall:

21.8.1 if employed on continuous work be paid at the rate of double time; or

21.8.2 if employed on other shift work be paid at the rate of time and a half for the first 2 hours and double time thereafter, except in each case when the time is worked:

21.8.2.1 by arrangement between the employees themselves; or

21.8.2.2 for the purpose of effecting the customary rotation of shifts; or

21.8.2.3 on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with subparagraph 11.4.3 Standing Down of Employees, of subclause 11.4, General, of clause 11, Contract of Employment, of this award.

21.8.3 When not less than 7 hours 36 minutes notice has been given to the employer by a relief person that he/she will be absent from work and the employee whom he/she should relieve is not relieved and is required to continue to work on his/her rostered day off, the unrelieved employee shall be paid double time.

21.9 Holiday and Sunday Work -

21.9.1 Payment for Work on a Holiday or a Sunday: Shift workers shall be paid for all time worked on a holiday or a Sunday at the rates prescribed by clause 20, Holiday and Sunday Work.

21.9.2 Rostered Off Duty - A shift worker whose ordinary rostered shift includes a holiday prescribed by the said clause 20, Holiday and Sunday Work, and who is rostered off duty on a holiday and who does not work shall:

21.9.2.1 be paid one day's pay additional to his/her weekly wage for each such holiday he/she is rostered off duty; or

21.9.2.2 in lieu of such payment and by mutual agreement with his/her employer he/she shall:

- (1) have one additional day of annual leave; or
- (2) be granted an ordinary working day off duty without loss of pay.

21.9.3 Holiday and Sunday Shifts - Where shifts commence between 11.00pm and midnight on a holiday or a Sunday, the time so worked before midnight shall not entitle the employee to the holiday or Sunday rate: Provided that the time worked by an employee on a shift commencing before midnight on the day preceding a holiday or Sunday and extending into a holiday or Sunday shall be regarded as time worked on such holiday or Sunday. Where shifts fall partly on a holiday, that shift the major portion of which falls on a holiday shall be regarded as the holiday shift.

21.10 Establishments, Projects, Undertakings - Notwithstanding the other provisions of this clause, where employees are working shift work in a project, undertaking or establishment in association with other employees, the applicable shift work provisions shall be those applying to the majority of such other employees working shift work.

22. Sick Leave

22.1 Entitlement to Sick Leave - An employee on weekly hiring who is unable to attend for duty during his/her ordinary working hours by reason of personal illness, or personal incapacity not due to his/her own wilful misconduct, shall be entitled to leave of absence without deduction of pay subject to the following conditions and limitations:

22.1.1 Subject to the provisions of the relevant Workers Compensation legislation, as amended from time to time, he/she shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation;

22.1.2 He shall within 24 hours of the commencement of such absence inform his/her employer of his/her inability to attend for duty and as far as possible state the nature of his/her illness or incapacity, and the estimated duration of same;

22.1.3 He shall prove to the satisfaction of his/her employer (or, in the event of a dispute, of the Industrial Commission), that he/she was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed;

22.1.4 Subject to the provisions of subclause 22.2, Calculation of Sick Leave Entitlement, hereof, he/she shall not be entitled to leave in excess of the following:

22.1.4.1 After 3 months' continuous service with an employer; 24 hours of ordinary working time; provided that for any absence or absences not exceeding 24 hours during the first 3 months for which the employee would otherwise have qualified for payment in accordance with paragraphs 22.1.1, 22.1.2 and 22.1.3 of this subclause, the employee shall be paid for such absence or absences upon the employee's application for payment after such 3 months.

Provided further that where at the commencement of employment it is agreed that the period of employment shall not exceed 3 months the employee shall be entitled to the provisions of this paragraph from the commencement of employment.

- 22.1.4.2 After 6 months' continuous service with that employer, an additional 16 hours of ordinary working time; provided that for any absence or absences not exceeding 40 hours during the first 6 months for which the employee would otherwise have qualified for payment in accordance with paragraphs 22.1.1, 22.1.2 and 22.1.3 of this subclause, and subject to his/her having an untaken balance of sick leave standing to his/her credit, the employee shall be paid for such absence or absences upon the employee's application for payment after such 6 months;
- 22.1.4.3 on the anniversary date of his/her first and each subsequent year of service with that employer an additional 64 hours of ordinary working time.
- 22.2 Cumulative Sick Leave - Sick leave shall accumulate from year to year so that any balance of the period specified in paragraph 22.1.4 of subclause 22.1, Entitlement to Sick Leave, of this clause, which has in any year not been allowed to an employee by an employer as paid sick leave, may be claimed by the employee and, subject to the conditions hereinbefore prescribed, shall be allowed by the employer in a subsequent year without diminution of the sick leave prescribed in respect of that year: Provided that sick leave which accumulates shall be available to the employee for a period of 12 years from the end of the year in which it accrues.
- 22.3 More Favourable Sick Leave - subclause 22.1, Entitlement to Sick Leave, and 22.2, Cumulative Sick Leave, hereof, shall not apply to employees whose employers grant more favourable sick leave conditions that herein provided.

23. Personal/Carer's Leave

23.1 Use of sick leave

23.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 23.1.3.2 who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 22, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

23.1.2 The employee shall, if required,

23.1.3.1 establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

23.1.3.1 establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

23.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

23.1.3.1 the employee being responsible for the care of the person concerned; and

23.1.3.2 the person concerned being:

(1) a spouse of the employee; or

(2) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

- (3) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (5) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - (i) "relative" means a person related by blood, marriage or affinity;
 - (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.

23.1.4 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

23.1.5 Where the parties are unable to reach agreement the disputes procedure at clause 36, Grievance and Dispute Resolution Procedures, should be followed.

23.2 Unpaid Leave for Family Purpose -

23.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 23.1.3.2 above who is ill or who requires care due to an unexpected emergency.

23.3 Annual Leave -

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

23.3.2 Access to annual leave, as prescribed in paragraph 23.3.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

23.3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

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

23.4 Time Off in Lieu of Payment for Overtime -

23.4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

23.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

23.4.3 If, having elected to take time as leave in accordance with subclause 23.4 of this clause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

23.4.4 Where no election is made in accordance with the said subclause 23.4 the employee shall be paid overtime rates in accordance with the award.

23.5 Make-up Time -

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

23.5.2 An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

23.6 Rostered Days Off -

23.6.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.

23.6.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

23.6.3 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

23.6.4 This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

23.7 Personal Carers Entitlement for casual employees -

23.7.1 Subject to the evidentiary and notice requirements in 23.1.2 and 23.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph 23.1.3.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

23.7.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

23.7.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

23A. Parental Leave

23A.1 Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

23A.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

23A.2.1 The employee or employee's spouse is pregnant; or

23A.2.2 The employee is or has been immediately absent on parental leave.

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

23A.3 Right to request

23A.3.1 An employee entitled to parental leave may request the employer to allow the employee:

23A.3.1.1 To extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;

23A.3.1.2 To extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

23A.3.1.3 To return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

23A.3.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

23A.3.3 Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 23A.3.1 and 23A.3.2 must be recorded in writing.

23A.3.4 Request to return to work part-time

Where an employee wishes to make a request under 23A.3.4, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

23A.4 Communication during parental leave

23A.4.1 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:

23A.4.1.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

23A.4.1.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

23A.4.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

23A.4.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause 23A.4.

24. Annual Leave

24.1 Day Workers -

24.1.1 Annual Leave Entitlements - For annual leave entitlement provisions, see *Annual Holidays Act* 1944.

24.1.2 Leisure Day in relation to Annual Leave - For each 4-week period which accrues or falls due to an employee, pursuant to the provisions of the *Annual Holidays Act* 1944, and:

24.1.3 Where the employee's ordinary hours of work are arranged in accordance with an average weekly hours system as prescribed by paragraph 17.6.2, Average Weekly Hours Systems, of subclause 17.6, Systems of Ordinary Hours of Work, of clause 17, Hours of Work - Day Workers, of this award; and irrespective of whether the employee has his/her annual holiday in either one consecutive period or 2, 3 or 4 separate periods; then only one such period shall include a leisure day. An employee's leisure days are not holidays or special award holidays for the purpose of this award.

24.2 Shift Workers - In addition to the benefits prescribed by the *Annual Holidays Act*, 1944, shift workers shall be granted the following:

24.2.1 Payment for Period of Annual Leave - An employee before going on annual leave shall be paid the wages he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on leave during the relevant period. An employee shall have the amount of wages to be received for annual leave calculated by including the following where applicable:

24.2.1.1 his/her "ordinary pay" as prescribed by the *Annual Holidays Act* 1944; and

24.2.1.2 the rate payable pursuant to subclause 8.5 of clause 8, Wage Rates, of the said award, calculated on a daily basis, which the employee would have received for ordinary time during the relevant period whether on a shift roster or otherwise.

24.2.2 Seven-day Shift Workers - A seven-day shift worker is an employee whose ordinary working period includes holidays and Sundays on which he/she may be regularly rostered for work.

24.2.3 In addition to the benefits prescribed by section 3 of the *Annual Holidays Act* 1944, with regard to an annual holiday an employee who, during the year of his/her employment with respect to which he/she becomes entitled to the said annual holiday gives service as a seven-day shift worker, under this award shall be entitled to the additional leave as specified below.

24.2.3.1 If during the year of his/her employment he/she has served continuously as a seven-day shift worker the additional leave with respect to that year shall be one week.

24.2.3.2 Subject to subparagraph 24.2.3.4 of this paragraph if during the year of his/her employment he/she has served for only portion of it as a seven-day shift worker the additional leave shall be one day for every 36 ordinary shifts worked as a seven-day shift worker.

24.2.3.3 Subject to subparagraph 24.2.3.4 of this paragraph, the employee shall be paid for such additional leave in accordance with the provisions prescribed by paragraph 24.2.1 of this subclause.

24.2.3.4 Where the additional leave calculated under this subclause is or includes a fraction of a day such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.

24.2.3.5 In this clause reference to "one week" and "one day" includes holidays and non-working days.

- 24.3 Payment on Termination of Employment - Where the employment of a worker has been terminated and he/she thereby becomes entitled under section 4 of the *Annual Holidays Act 1944*, to payment in lieu of an annual holiday, payment of 3 1/2 hours at such ordinary rate of wages shall be made with respect to each 21 shifts of service as a seven-day shift worker which he/she had rendered during such period of employment.
- 24.4 Annual Holidays Loading -
- 24.4.1 In this subclause the *Annual Holidays Act 1944*, is referred to as "the Act".
- 24.4.2 Before an employee is given and takes his/her annual holiday, or, where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay his/her employee a loading determined in accordance with this subclause. (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see paragraph 24.4.6 of this subclause:)
- 24.4.3 The loading is payable in addition to the pay for the period of annual holiday given and taken and due to the employee under the Act and this award.
- 24.4.4 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled under the Act and this award (but excluding days added to compensate for holidays (prescribed by clause 20, Holiday and Sunday Work, of this award) worked or such holidays falling on an employee's rostered day off and not worked) and where such annual holiday is given and taken in separate periods, then in relation to each such separate period.
- 24.4.5 The loading is the amount payable for the period or the separate period, as the case may be, stated in paragraph 24.4.2 of this subclause at the rate per week of 17 1/2 per cent of the appropriate ordinary weekly wage rate calculated in accordance with the provisions of subclause 8.1 of clause 8, Wage Rates, for the classification in which the employee was employed immediately before commencing his/her annual holiday, but shall not include any other allowances, penalty or disability rates, commissions, bonuses, incentive payments, overtime rates or any other payments prescribed by this award..
- 24.4.6 No loading is payable to an employee who takes an annual holiday wholly or partly in advance: Provided that, if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such annual holiday and is to be calculated in accordance with paragraph 24.4.5 of this subclause applying the award rates of wages payable on that day.
- 24.4.7 Where in accordance with the Act the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employee concerned
- 24.4.7.1 an employee who is entitled under the Act to an annual holiday and who is given and takes such annual holiday shall be paid the loading calculated in accordance with paragraph 24.4.5 of this subclause:.
- 24.4.7.2 an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him under the Act such proportion of the loading that would have been payable to him under this subclause if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks bears to 52.

24.4.8

24.4.8.1 When the employment of an employee is terminated by his/her employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled he/she shall be paid a loading calculated in accordance with paragraph 24.4.5 of this subclause for the period not taken.

24.4.8.2 Except as provided by subparagraph 24.4.8.1 of this paragraph no loading is payable on the termination of an employee's employment.

24.4.9 Notwithstanding the provisions of paragraph 24.4.5 of this subclause an employee who is given and takes an annual holiday and who would have worked as a shift worker if he/she had not been on such annual holiday, shall be paid whichever is the greater of either the said annual holidays loading or the shift work allowances and weekend penalty rates, where applicable, for the ordinary time (not including time on a holiday prescribed by clause 20, Holiday and Sunday Work, which he/she would have worked during the period of the annual holiday.

25. Other Leave

25.1 Long Service Leave - For long service provisions see *Long Service Leave Act 1955*.

25.2 Building and Construction Industry Long Service Payments - For employees performing building and construction work as defined by the *Building and Construction Industry Long Service Payments Act 1986*, see *Building and Construction Industry Long Service Payments Act 1986*.

25.3 Bereavement Leave -

25.3.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in paragraph 25.3.3 of this subclause.

25.3.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.

25.3.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph 23.1.3.2 of clause 23, Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

25.3.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

25.3.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 23.2, 23.3, 23.4, 23.5 and 23.6 of the said clause 23. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements, of the business.

25.3.6 Bereavement entitlements for casual employees

25.3.6.1 Subject to the evidentiary and notice requirements in 25.3.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph 23.1.3.2 of clause 23, Personal/Carer's Leave.

25.3.6.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- 25.3.6.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

26. Shop Stewards

- 26.1 Accredited Shop Steward - An employee appointed shop steward in the shop or department in which he/she is employed shall upon notification thereof to his/her employer, be recognised as the accredited representative of the union. An accredited shop steward shall be allowed the necessary time during working hours to interview the employer or his/her representative on matters affecting employees whom he/she represents.
- 26.2 Interviewing Union Official - Subject to the prior approval of the employer an accredited shop steward shall be allowed at a place designated by the employer a reasonable period of time during working hours to interview a duly accredited official of the union on legitimate union business.

27. Notice Board

- 27.1 The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in each of his/her establishments or plants or job sites where his/her employees are working or in separate buildings in each establishments or plant or job site so that such notice boards are reasonably accessible to all his/her employees working under the award at the establishment or plant or job site.
- 27.2 Accredited union representatives shall be permitted to put on the notice board or boards formal union notices, signed or countersigned by the representative so placing them. Any notice posted on such notice board or boards not so signed or countersigned may be removed by an accredited union representative or the employer.

28. Amenities

- 28.1 Workshop and Depot -

28.1.1 The employer shall ensure that the prescribed amenities are kept clean.

28.1.2 The employer shall provide at his/her workshop or depot a suitable locker or suitable hanging facilities which will provide adequate protection for an employee's clothing and his/her personal effects.

Note: The amenities for workshops and depots are those prescribed by the relevant Occupational Health and Safety legislation and regulations, as amended from time to time. The amenities prescribed include change room, meal room, dining tables, chairs, clothes lockers, tool lockers, food storage space, meal heating facilities, garbage bins, showers, hand wash basins and sanitary conveniences.

- 28.2 Construction and Installation, &c., Sites: The employer shall ensure that the prescribed amenities are kept clean.

Note: The amenities for construction site work are those prescribed by the Occupational Health and Safety legislation and regulations, as amended from time to time. The amenities prescribed include change room, meal room, tool storage, dining tables, chairs or forms, coat books, food storage space, garbage bins, sanitary and washing facilities.

- 28.3 Water Supply - An employer shall provide at each of his/her workshops and depots and job sites an adequate supply of:

28.3.1 Pure, cool drinking water which shall be available for use at any time during working hours, and

28.3.2 boiling water for beverages which shall be available for use during meal and crib breaks.

29. First-Aid

- 29.1 Attendant - An employee shall endeavour to have at least one person who has been trained to render first-aid in attendance when work is performed at an establishment.
- 29.2 First-aid Outfit - In each workshop, depot and job site where employees are regularly employed, the employer shall provide and continuously maintain at a place or places reasonably accessible to all employees an efficient first-aid outfit.
- 29.3 First-Aid Allowance - An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications approved by the WorkCover Authority of NSW shall be paid an allowance as set out in Item 19 of the said Table 5 if he/she is appointed by his/her employer to perform first-aid duty.

30. Superannuation

- 30.1 The subject of superannuation legislation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth), the *Superannuation (Resolution of Complaints) Act 1993* (Cth), and s124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

31. Miscellaneous Provisions

- 31.1 Protective Clothing - Where employees are required to wear overalls and/or dust coats they shall be supplied by the employer.
- 31.2 Damage to Clothing, Spectacles and Hearing Aids - Compensation to the extent of the damage sustained shall be made where in the course of the work clothing, spectacles or hearing aids are damaged or destroyed by fire or molten metal or through the use of corrosive substances: Provided that this subclause shall not apply when an employee is entitled to Workers' Compensation in respect of the damage.
- 31.3 Gas Masks -
- 31.3.1 The employer shall ensure that sufficient gas masks are available to enable each employee, when engaged on repairs to refrigeration plants outside the employer's premises, to take one with him.
- 31.3.2 Employers shall provide respirators or gas masks for electric arc or oxy-acetylene operators working in places where fresh air cannot freely circulate.
- 31.4 Gloves - Suitable canvas or leather gloves shall be provided by employers for operators of pneumatic tools and/or punch and shearing machines and where necessary for employees manually hauling underground cables or ring mains and similar cables and suitable gloves or pads for such other work as the foreman and employee may agree. In the case of disagreement between the foreman and the workman, the workman or a shop steward on his/her behalf shall be entitled within 24 hours, to ask for a decision on the workman's claim by the employer's industrial officer (if there be one) or otherwise by the employer or the executive officer responsible for the management or superintendence of the plant concerned. In such case a decision shall be given on the workman's claim within 48 hours of its being asked for (unless that time expires on a non-working day, in which case it shall be given during the next working day), or else the said equipment shall be provided. In any case where the union alleges that an employer or his/her representative is persistently unreasonable or capricious in relation to such claims, it may bring such case before the Conciliation Committee.
- 31.5 Goggles - Suitable mica or other goggles shall be provided by the employer for each employee using emery wheels or where used by more than one employee such goggles shall be sterilized before being used by another employee. An employee when working on emery wheels shall wear the goggles provided for his/her protection.

Goggles containing celluloid shall not be considered suitable for the purposes of this provision.

- 31.6 Masks - Where necessary suitable masks shall be provided for employees required to use compressed air for blowing dust from electrical machinery or equipment. An employee when performing such work shall wear the mask provided for his/her protection. Masks containing celluloid shall not be considered suitable for the purposes of this provision.
- 31.7 Protective Equipment - Welding - Employers shall provide a sufficient supply of the undermentioned equipment to enable each tradesman and his/her assistant when engaged on work necessitating its use:
- 31.7.1 suitable asbestos sheets;
- 31.7.2 hand screens or helmets, fitted with coloured glass (or in the case of oxy-acetylene operators protective glasses with side shields);
- 31.7.3 anti-flash goggles;
- 31.7.4 aprons, leather sleeves and leggings (or coveralls of flameproof material) and gauntlet gloves, and
- 31.7.5 gum or other insulating boots when working in places so damp that danger of electric shock exists.
- An employee who is pursuant to this paragraph supplied with any of the equipment specified herein shall wear or use as the case may be such equipment in such a way as to achieve the purpose for which it is supplied. Where electric arc operators are working screens which shall be suitable and sufficient for the purpose shall be provided by the employer for the protection of employees from flash.
- 31.8 Safety Gear for Live Work - Adequate safety gear (including insulating gloves, mats and/or shields where necessary) shall be provided by employers for employees required to work on live electrical equipment.
- 31.9 Case Hardened Prescription Lenses - An employer who requires an employee to have his/her prescription lenses case hardened shall pay for the cost of such case hardening.

32. Deleted

33. Working Within Skills Competency and Training

- 33.1 An employer may direct an employee to carry out such duties as are within the limits of the employees skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote deskilling.
- 33.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 33.3 Any direction issued by an employer pursuant to subclauses 33.1 and 33.2 of this clause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

34. Consultative Mechanism

- 34.1 Enterprises shall establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

35. Electrical Electronic Industry Training Committees

- 35.1 National Electrical, Electronic Industry Training Committee - Subject to the *Apprenticeship and Traineeship Act 2001*, the National and State Electrical and Electronic Industry Training committees shall have the responsibility for development of training standards for consideration and endorsement by

the National Training Board and the provision of advice and assistance to the National Training Board and State and Territory Training Authorities in respect of matters relating to training in the industries and callings covered by this award including, but not limited to, the following:

- (a) training and skill standards;
- (b) curriculum development;
- (c) training courses;
- (d) articulation and accreditation requirements both on and off-the-job;
- (e) on-the-job training guidelines.

36. Grievance and Dispute Resolution Procedures

36.1 Procedures relating to grievances of individual employees

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

36.1.2 A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

36.1.3 Reasonable time limits must be allowed for discussion at each level of authority.

36.1.4 At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.

36.1.5 While a procedure is being followed, normal work must continue.

36.1.6 The employee may be represented by an industrial organisation of employees.

36.2 Procedures relating to disputes etc. between employers and their employees -

36.2.1 A question, dispute or difficulty must initially be dealt with as close to its course as possible, with graduated steps for further discussion and resolution at higher levels of authority.

36.2.2 Reasonable time limits must be allowed for discussion at each level of authority.

36.2.3 While a procedure is being followed, normal work must continue.

36.2.4 The employer may be represented by an industrial organisation of employers and the employer may be represented by an industrial organisation of employees for the purposes of each procedure.

37. Area, Incidence and Duration

37.1 This award has been made pursuant to the s19 of the *Industrial Relations Act 1996*. It shall commence from the first full pay period to commence on or after 19 April 2001, and shall remain in force for 12 months.

This award rescinds and replaces:

- (a) the Electricians, &c. (State) Award published 28 August 1974, and reprinted 3 February 1982, and further reprinted 7 August 1992 (270 I.G. 950) and all variations thereof.

- (b) the Electricians &c., Redundancy and Technological Change (State) Award published 24 November 1995 (289 I.G. 617).
- (c) the Electricians Superannuation Award published 3 April 1992 (268 I.G. 917).
- (d) the Electricians &c Family Leave (State) Award published 15 December 1995 (289 I.G. 1276).
- (e) the Electricians &c. (State Wage Case) (State) Award 1996 published 24 October 1997 (301 I.G. 1059), and all variations thereof.
- (f) the Electricians &c. (State) Expense Related Allowances Award 1996 published 14 June 1996 (293 I.G. 331), and all variations thereof.

37.2 The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 20 December 2007.

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

38. Deduction of Union Membership Fees

- 38.1 The employer shall deduct the union membership fees (not including fines or levies) from the pay of any employee, provided that:
- (a) The employee has authorised the employer to make such deduction in accordance with subclause (ii) herein;
 - (b) The Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
 - (c) Deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - (d) There shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- 38.2 The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employees consent to do so. Such consent may form a part of the written authorisation.
- 38.3 Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
- (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five percent of the monies deducted; and
 - (b) where the employer has elected to remit on a monthly or quarter basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- 38.4 Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.

- 38.5 The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly, or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- 38.6 An employee may at any time revoke in writing authorisation to the employer to make payroll deductions of Union membership fees.
- 38.7 Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of union membership fees to cease.
- 38.8 The above variations shall take effect:
- (a) In case of employers which currently deduct union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 4 September 2003.
 - (b) In the case of employers who do not fall within subparagraph (above, but who currently make deductions, other than union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on or after 4 December 2003.
 - (c) For all other employers, from the beginning of the first pay commence on or after 4 March 2004.

39. School Based Apprentices

39.1 Objective

The objective of this clause is to assist in the establishment of a system of school based apprenticeship as part of the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

39.2 Wages

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

39.2.2 For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.

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

39.3 Conversion from a school based to a full time apprenticeship

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

39.4 Conditions of Employment

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

39.5 Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

39.6 Leave Reserved

In relation to matter IRC No. 43 of 2007 leave is reserved to have the matter re-listed urgently if any variation to the Vocational Training Order applying to a school based apprentice covered by this award occurs that is not with the consent of the parties to this award.

Electricians, &c. (State) Industrial Committee

Industries and Callings

This Award shall apply to all persons employed in the classifications specified in clause 8, Wage Rates, within the following industries and callings;

Makers, fitters, repairers and installers of electrical apparatus and installations and persons assisting therein, and employees engaged in the maintenance of electrical apparatus and installations and persons assisting therein, or in running electrical plant, and in connection with such industries, all oxy-acetylene and electric welders in the State, excluding the County of Yancowinna;

excepting employees of -

State Transit Authority of New South Wales;
 State Rail Authority of New South Wales;
 The Roads and Traffic Authority;
 The Water Board;
 The Hunter District Water Board;
 South Maitland Railways Pty Limited;
 Southern Copper Limited, Metal Manufactures Limited, Incitec Limited;
 The Broken Hill Proprietary Company Limited at Newcastle;
 Australian Iron and Steel Proprietary Limited, within the jurisdiction of the Iron and Steel Works Employees (Australian Iron & Steel Proprietary Limited) Conciliation Committee and Quarries (Australian Iron and Steel Pty Limited) Conciliation Committee;
 Blue Circle Southern Cement Limited;
 The Council of the City of Sydney;
 Sydney Electricity;
 The Electricity Commission of New South Wales (Pacific Power);
 Municipal, shire and county councils, or of person or corporations supplying electricity to the said councils, or to the public under agreement with the said councils;
 Australian Wire Industries Pty Ltd at its Sydney Wiremill;
 Australian Wire Industries Pty Ltd at its Newcastle Wiremill;
 The Council of the City of Newcastle;
 The Australian Gas Light Company;

and *excepting* also employees -

In or about coal mines north of Sydney, in or about coal mines in the South Coast district, in or about coal and shale mines west of Sydney;

In or about metalliferous and limestone mines; in or in connection with mining for minerals other than coal or shale; and in or about diamond and gem bearing mines, mining dredges, ore sluicing process, ore smelting, refining, treatment and reduction works;

and *excepting* also -

All person employed in or in connection with hospitals, mental hospitals, public charitable institutions or ambulance work;

Persons employed in or by The United Dental Hospital of Sydney;

and *excepting* also employees within the jurisdiction of the -

Australian Wire Industries Pty Ltd - Newcastle Ropery Industrial Committee;
 Breweries, &c. (State) Industrial Committee;
 Cement Workers, &c. (State) Industrial Committee;
 Crown Employees (Skilled Tradesmen) Industrial Committee)
 Electrical Contracting Industry (State) Industrial Committee;
 John Lysaght (Australia) Limited Newcastle Industrial Committee;
 John Lysaght (Australia) Limited Port Kembla Industrial Committee;
 John Lysaght (Australia) Limited Unanderra Industrial Committee;
 Milk Treatment, &c., and Distribution (State) Industrial Committee;
 Public Hospital (Skilled Tradesmen) Industrial Committee;
 Smelting and Fertilizer Manufacturing Industrial Committee;
 Special Steels and Steel Products Manufacture (Commonwealth Steel Company Limited) Industrial Committee;
 Tubemakers of Australia Limited, Newcastle Industrial Committee;
 Tubemakers of Australia Limited, Yennora Industrial Committee.

and *excepting* also employees in the following organisations meeting the appropriate criteria -

Australian Consolidated Press Ltd and Compres Printing are exempted from this award so long as they observe the terms and conditions of Industrial Agreement No. 4066 filed 16 June 1970 and any variation or substitution therefore.

Subject to the provisions of clauses 14 and 15 of Industrial Agreement No. 4058 filed 2 June, 1970 John Fairfax & Sons Pty Ltd is exempt from this award so long as it observes the terms and conditions of the said Industrial Agreement No. 4058 or of any other industrial agreement in variation thereof or in substitution therefore.

Subject to the provisions as to temporary employees contained in clause 14 of Industrial Agreement No. 4067, filed 17 June 1970 Mirror Newspapers Limited is exempt from this award so long as it observes the terms and conditions of the said Industrial Agreement No. 4067 or of any other industrial agreement in variation thereof or in substitution therefore.

Subject to the provisions of clauses 14 and 15 of Industrial Agreement No. 4065, filed 10 June 1970 Sungravure Limited is exempt from this award so long as it observes the terms and conditions of the said Industrial Agreement No. 4065 or of any other industrial agreement in variation thereof or in substitution therefore.

Board of Fire Commissioners of New South Wales is exempt from this award so long as it observes the terms and conditions of Industrial Agreement No. 4822, filed 10 August 1973 or of any other industrial agreement in variation thereof or in substitution therefore.

Electrical tradesman's assistants employed under the provisions of the Crown Employees (Tradesman's Assistants) Award are exempt from the provisions of this award.

The State Dockyard, Newcastle, is exempt from the provisions of clauses 22, Sick Leave, 24, Annual Leave, and subclauses 25.1, Long Service Leave, and 25.3, Bereavement Leave, of clause 25, Other

Leave, so long as it observes the provisions of the New South Wales Government Uniform Leave Conditions in force from time to time.

Koppers Australia Proprietary Limited is exempt from subclause 17.5, Spread of Hours, of clause 17, Hours of Work - Day Workers, of this award, so long as the company and the union observe the terms and conditions of the agreement ratified by the Industrial Commission of New South Wales on 24 February 1988 in Matter No. 16 of 1988 or any variation or substitution therefore.

APPENDIX

The following margins per week will apply to the male employees in the classifications listed hereunder of A.W. Goodwin Limited and Tulloch Limited being employees within the Engineering, Metal Working and Fabrication Sections of the Rolling Stock Industry:

(i) Weekly Wage Rates of Pay -

Classification	Margin per week \$
Electrical Fitter/Mechanic	114.70
Electrical Fitter/Mechanic's Assistant	78.80

- (ii) Conditions of Employment - Shall be those prescribed by the Electricians, &c. (State) Award except as varied herein.
- (iii) Accumulated Sick Leave: Payment will be made for all accumulated sick leave on termination for any reason other than serious misconduct.
- (iv) Compassionate Leave - Three days of paid leave of absence to employees suffering a bereavement within immediate family, i.e. father, mother, father-in-law, mother-in-law, wife, son, daughter, brother or sister.
- (v) Washing Time - Every employee is allowed six minutes washing time each shift except on the normal pay day when a total of ten minutes is allowed.
- (vi) Leading Hands - In addition to the rates prescribed herein an additional rate of \$16.40 per week shall be paid to those employees classified as leading hands.
- (vii) Service Allowance - A service allowance will be paid after the first year of continuous service in accordance with the following scale and conditions: 2 years to 5 years (inclusive) - 2 days per completed year of service.

Conditions -

- (a) Service allowance will not be paid when an employee attains entitlement for his/her appropriate Long Service Leave.
- (b) A service allowance is not to be paid for any other reason than retrenchment due to the slackness in trade.
- (c) Service allowance to be looked upon as Long Service Leave in Advance. The actual cash payment is to be deducted from any further long service leave payment should an employee qualify for long service leave following some later period of employment.
- (viii) Extended Sick leave - Accruals - Employees absent on authorized extended sick leave, not being sickness in respect of which any such employee is entitled to workers' compensation, will be entitled to have annual leave accrued for the first six months of such extended sick leave.
- (ix) Sickness Fund - The employer agrees to maintain the current non-contributory sickness benefits at present applicable to its employees.

- (x) Life Assurance - The employer agrees to maintain the current non-contributory life assurance at present applicable to its employees.
- (xi) Increments - The Weekly Rates set out in subclause (i) hereof shall be increases for each and every classification by \$3.00 per week from first pay period on or after 20 June 1973.
- (xii) Duration - This appendix shall remain in force for a period of 18 months from the date appearing herein, except and unless determined by both parties hereto, in writing.
- (xiii) Date of Operation - From the first pay period to commence on or after 18 March 1972.

PART B

MONETARY RATES

Table 1 - Wage Rates

	Former Rate per week	SWC 2007 Arbitrated Safety Net Adjustment	Total per week	*Supplementary Payment per week
	\$	\$	\$	\$
Electrical Mechanic	572.00	20.00	592.00	30.10
Electric Fitter	572.00	20.00	592.00	30.10
Electrical Instrument Fitter	596.80	20.00	616.80	32.40
Electronics Tradesperson	643.10	20.00	663.10	55.60
Plant Electrician shall be paid the same rate of pay as a Leading Hand Electrical Mechanic.				
NOTE: The margin for a Plant Electrician, calculated as prescribed above, is	608.40	20.00	628.40	32.70
Radio Mechanic or Fitter	572.00	20.00	592.00	30.10
Refrigeration and/or Air Conditioning Mechanic or Fitter	572.00	20.00	592.00	30.10
Battery Fitter	572.00	20.00	592.00	30.10
Electrician in charge of plant having a capacity of less than 75kw	581.10	20.00	601.10	31.30
Electrician in charge of plant having a capacity of 75 kW or more	605.50	20.00	625.50	33.00
Linesworker	544.20	20.00	564.20	27.90
Linesworker special class	563.40	20.00	583.40	29.40
Tradesperson and/or Linesworkers Assistant	501.60	29.80	531.40	24.40

* The supplementary payment prescribed shall be paid to all employees other than employees engaged on construction work.

Table 2 - Additional Margins

Item No.	Clause No.	Brief Description	Amount \$
1	4.1.1	Qualified Supervisor Certificate (Electrician)	32.05 per week
2	4.1.1	Certificate of Registration (Electrician)	17.30 per week
3	4.1.1	Licence Reimbursement Allowance - NSW "Qualified Supervisor Certificate"	0.45 per week
4	4.1.2	Leading Hand Allowance	43.25 per week

5	4.1.3.1	Construction Work - In conditions peculiar to such work, i.e., dust blowing in the wind, etc.	22.90 per week
6	4.1.4.1	Construction Work - Special Allowance	80.95 per week
7	4.1.5	Ship Repair Work - Tradespersons All other labour	12.80 per week 10.40 per week
8	4.1.6	Tradesperson and their assistants employed in large operating power houses	16.85 per week
9	4.1.7	Electrical Tradespersons employed at Australian Gypsum Ltd., Camellia	20.35 per week
10	4.2.1.1	Apprentices engaged on construction work - In conditions peculiar to such work, i.e., dust blowing in the wind, etc.	22.90 per week
11	4.2.1.2	Apprentices engaged on ship repairs	12.80 per week
12	4.2.1.3	Apprentices engaged on construction work - Year of Apprenticeship	Per Week
		1st year	22.45
		2nd year	32.75
		3rd year	42.35
		4th year	50.20
13	4.2.2.1	Trainee apprentices engaged on construction work in conditions peculiar to such work, i.e., dust blowing in the wind, etc.	22.90 per week
14	4.2.2.2	Trainee Apprentices engaged on ship repairs	12.80 per week
15	4.2.2.3	Trainee apprentices engaged on construction work - Year of Apprenticeship:	Per week
		1st year	23.80
		2nd year	36.50
		3rd year	46.10
		4th year	52.20
16	7.3.1	Tool Allowance	13.25 per week

Table 3 - Apprentice Rates

(i) Indentured Apprentices

(a) The minimum weekly rates of wages for apprentices shall be as follows:

	Former Rate per week	SWC 2007 Arbitrated Safety Net Adjustment	Total per week
	\$	\$	\$
1st year	217.40	8.70	226.10
2nd year	295.05	11.80	306.85
3rd year	426.20	17.05	443.25
4th year	489.30	19.55	508.85

(ii) Trainee Apprentices

(a) The minimum weekly rates of wages for trainee apprentices shall be as follows:

	Former Rate per week	SWC 2007 Arbitrated Safety Net Adjustment	Total per week
	\$	\$	\$
1st year	250.55	10.00	260.55
2nd year	335.70	13.45	349.15
3rd year	469.65	18.80	488.45
4th year	515.20	20.60	535.80

Table 4 - Expense Related Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	6.3.3	Motor Vehicle Allowance	0.64/km
2	6.4.3.1 & 6.4.3.2.1	Daily Average Excess Fares, Construction Work etc, Allowance	11.05 per day
3	6.4.3.2.2.3	Weekly Average Excess Fares Rate	52.50 per week
4	19.8 & 20.4.2.1	Meal Allowance	9.25per meal
5	10.1	Living Away From Home Allowance	367.15 per week 52.00 per day
6	10.4.3.1	Camping Allowance	14.55 per day

Table 5 - Work Related Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	14.1.1	Dirty Work Allowance	0.47 per hour
2	14.1.1.3	Ship Repair - Dirty Work Allowance	0.60 per hour
3	14.1.2	Confined Space Allowance	0.60 per hour
4	14.1.3	Insulation Material Allowance	0.60 per hour
5	14.1.4.1	Height Allowance - for each further 15 meters increase in height	0.51 per hour
	14.1.4.2	Bosun's chair or swinging scaffold allowance - for each further 15 meters increase in height	0.51 per hour
6	14.1.5.1	Wet Allowance	0.47 per hour
7	14.1.6.1	Hot Places Allowance - 46 degrees Celsius to 54 degrees Celsius - Where temperature exceeds 54 degrees Celsius	0.47 per hour 0.60 per hour
8	14.1.7	Cold Places Allowance	0.47 per hour
9	14.1.8	Explosive Powered Tool Allowance - minimum payment per day	1.26 per day
10	14.1.9.3	Toxic Substance Allowance Employees working in close proximity to employees so engaged with such substances	0.61 per hour 0.51 per hour
11	14.1.10.1 14.1.10.5	Underground Work Allowance Underground Work Allowance maximum 4 days or shifts per week	10.84 per week 2.17 per day or shift
12	14.1.11.1 14.1.11.2 14.1.11.3	Submarine Allowance - for work inside hull For work in other compartments listed in 4.1.11.2 For work inside "D", "O" and "R" tanks	0.85 per hour 1.41 per hour 1.68 per hour
13	14.1.12.4	Asbestos Allowance	1.68 per week
14	14.2.1	Pilkington - A.C.I. Operations Pty Ltd Electrical Workers Allowance Electrical Tradesmen's Assistants Allowance	28.75 per week 26.00 per week
15	14.2.1.1	AIS, JLA and BHP Construction Allowance	44.70 per week
16	14.2.1.1	Corrective Establishment Allowance	1.27 per hour
17	15.4.3	Up to and including 4 storey levels From 5 storey levels up to and including 15 storey levels From 16 storey levels up to and including 30 storey levels From 31 storey levels up to and including 45 storey levels From 46 storey levels up to and including 60 storey levels From 61 storey levels and above	Nil 42 cents per hour 46 cents per hour 54 cents per hour 66 cents per hour 74 cents per hour

18	16.1	Distant Places Allowance - Central Section	1.04 per day
	16.2	Western Division	1.74 per day
	16.3	Snowy Mountains Section	1.74 per day
19	29	First-aid Allowance	2.40 per day

J.D. STANTON, Commissioner

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GELATINE AND GLUE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1538 of 2007)

Before Commissioner Bishop

18 December 2007

REVIEWED AWARD**PART A****Arrangement****PART A**

Clause No.	Subject Matter
1.	Title
2.	Rates of Pay
3.	Additional Rates
4.	Trainees
5.	Hours of Work
6.	Meal Times
7.	Shift Work
8.	Overtime
9.	Payment of Wages
10.	Holidays
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19.	General Conditions
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21.	Posting of Notices
22.	Definitions
23.	Contract of Employment
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27.	Health and Safety Committees
28.	First Aid
29.	Grievance Procedure
30.	Parental Leave
31.	Superannuation
32.	Anti-Discrimination
32A.	Secure Employment Provisions
33.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Juniors

Table 3 - Other Rates and Allowances

1. Title

This award shall be known as the Gelatine and Glue Industry (State) Award.

2. Rates of Pay

(a) Classification Structure -

Adhesive and Glue Stream - Gelatine and By-Products Stream

Grade	Classification Definition	Classification Definition
6	Team Leader	Team Leader
	<p>An employee who is delegated responsibility for general process control operating under instructions as issued by supervisors.</p> <p>An employee competent in personnel control, supervision for control, and the understanding of highly technical machinery and equipment.</p> <p>An employee overseeing the levels of responsibility contained in lower Grades. Indicative of the major and substantive skills / tasks an employee at this level may perform are the following: Performance appraisal Quality control Production control Training of other employees Safety management.</p>	<p>An employee who is delegated responsibility for general process control operating under guidelines as issued by supervisors.</p> <p>An employee competent in personnel control, and the understanding of highly technical machinery and equipment.</p> <p>An employee overseeing the levels of responsibility contained in lower grades. An employee involved in training of other employees.</p>
5	Adhesives Workers Grade 5	Gelatine Worker Grade 5
	<p>An employee competent to exercise discretion with respect to their tasks.</p> <p>Indicative of the major and substantive skills/ tasks an employee at this level may perform the following: Batch preparation Operate Reactors Keyboard skills at a level higher than G4 Assistance in on-the-job training to the level of the employee's training and competence Boiler (ticket) Ability to look after the department when the Leading Hand is absent.</p>	<p>An employee under minimal supervision and fulfilling the overall responsibility for Grade 4.</p> <p>An employee responsible for ensuring that general Plant operations are within operational guidelines.</p> <p>Indicative skills / tasks an employee at this level may perform are the following: Keyboard skills at a level higher than G4. Instrument control and an understanding of refrigeration principles. An understanding of the parameters of product quality Assistance in on-the-job training to the level of the employee's training and competence.</p>

4	Adhesives Worker Grade 4	Gelatine Worker Grade 4
	<p>An employee who is responsible for the supervision of their own work area or able to work under minimal supervision.</p> <p>Indicative of the major and substantive skills/ tasks an employee at this level may perform are the following Dispatch administration Keyboard skills Routine testing Raw material preparation Material requisition Minor maintenance Assistance in on-the-job training to the level of the employee's training and competence Boiler (ticket) Batch Adjustment under supervision.</p> <p>An employee with a trade certificate or trade equivalent skills.</p> <p>An employee who has completed a chemical plant operation certificate course, or an employee who has commenced an Associate Diploma or Advanced Certificate Course.</p>	<p>An employee under minimal supervision and who undertakes individual responsibility for work.</p> <p>Indicative of the major and substantive skills/ tasks an employee at this level may perform are the following: Dispatch administration Plant shutdown procedures Keyboard skills Specialised mobile vehicle Raw materials preparation Assistance in on-the-job training to the level of the employee's training and competence. An employee with a trade certificate where applicable or trade equivalent skills.</p>
3	Adhesives Worker Grade 3	Gelatine Worker Grade 3
	<p>An employee responsible for the quality of their own work subject to detailed direction or an employee who works in a team environment or under general supervision.</p> <p>An employee who performs work above and beyond the skills of an employee at G2.</p> <p>Indicative of the major and substantive skills / tasks an employee at this level may perform are the following:</p> <p>Forklift permit then ticket Pre-test sampling Training on batch sheets Weigh-off of finished products</p> <p>Repetitive work in handling products Dispatch of product Basic assistance to tradespersons Assistance in on-the-job training to the level of the employee's training and competence Specialist cleaning Gatekeeping Gardening.</p>	<p>An employee who works in a team environment or under general supervision.</p> <p>An employee with training associated with multiple process requirements to enable the competent performance of work within the scope of this grade.</p> <p>Indicative of the major and substantive skills/ tasks an employee at this level may perform are the following:</p> <p>Mobile plant permit then license Receipt and dispatch of goods Stock control of chemicals Intermediate batch control under supervision Use of and dosing with chemicals Monitoring of quality parameters Simple function keyboard skills Basic understanding of electrical, instrument and mechanical operations Assistance in on-the-job training to the level of the employee's training and competence.</p>
2	Adhesives Worker Grade 2	Gelatine Worker Grade 2
	<p>An employee who has competently completed one month's experience as a Grade 1. An employee required to work under routine supervision work to the level of their training.</p>	<p>An employee with an understanding of the requirements for Grade 1. An employee working to guidelines and responsible for the quality of their own work to the level of their training.</p>

	<p>An employee responsible for the quality of their own work to the level of their training.</p> <p>Indicative of the major and substantive skills / tasks which an employee at this level may perform are the following:</p> <p>Repetitive work in handling products (single process) Dispatch of product Weigh-off of finished product Assistance in on-the-job training and competence.</p>	<p>Indicative of the major and substantive skills/tasks an employee at this level may perform are the following:</p> <p>Product sampling Simple batch control Final product blending and packaging</p> <p>Assistance in on-the-job training to the level of the employee's training and competence.</p>
1	Adhesive Worker Grade 1	Gelatine Worker Grade 1
	<p>An employee who is able to perform routine duties including general labouring and cleaning to the standard of their training.</p> <p>An employee exercising minimal judgement and working under direct supervision.</p> <p>An employee who shall undertake up to 38 hours induction training which may include information on the enterprise, conditions of employment, employment, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, and equal employment opportunity.</p> <p>An employee with less than one month's training and experience in the industry.</p>	<p>An employee who is able to undertake work of a light nature including duties associated with routine cleaning, proprietary packaging and basic ground work.</p> <p>An employee who shall undertake induction training which may encompass on-site information regarding safety requirements, hygiene requirements, conditions of employment, and personnel organisation.</p> <p>Progression from Grade 1 to a higher grade should be achievable for all employees.</p>

(b) Explanation of Operation of Structure -

- (i) In classifying each employee, the individual will be provided with, for personal reference and understanding, a written classification which categorises the position occupied by that individual and details therein the broad work functions by enumeration of some specific elements of that job role.
- (ii) Each individual occupying a specific classified position under this award is intended to then be mostly and regularly employed by the employer, whilst so classified, on the substantive job function of that particular classification subject to being able to be required to perform incidental work as defined herein to the level of training and competence of the employee.
- (iii) "Major and substantial" or "major and substantive" in reference to a classified position is intended to refer to the primary role of that position, its key elements, which as the major substance of the function are readily recognised and ascertainable by reference to the work mostly done and which forms the significant part of that job role for which the individual is employed, classified and paid.
- (iv) "Incidental" work means the doing of work which, of itself, is not the major or substantive job role of that classified position but, on a common sense and practical basis, is reasonable for that employee to be expected to carry out and is within the same or lower skill level context of the substantive duties which that employee is employed to perform.

- (v) Employees shall perform work within their skill and competence provided such flexible work practices are not designed to promote de-skilling.
- (vi) Whilst employees may be required to perform a wider range of duties, this flexibility is not meant to result in employees being required to regularly and consistently perform tasks unrelated to their principal function and which are at the lower level of skill than the work they usually perform.
- (c) Wage Rates - An adult employee of a classification specified hereunder shall be paid not less than the rate per week assigned to that classification in which the employee is working as set out in Table 1 - Adult Wages, of Part B, Monetary Rates.
- (d) Junior Employees: Juniors shall be paid the percentages of the appropriate adult rate specified in Table 2 - Juniors, of Part B, Monetary Rates.
- (e) The wages for junior employees shall be calculated to the nearest five cents, any broken part of five cents in the result not exceeding two cents shall be disregarded.
- (f) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent over-award payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

3. Additional Rates

- (a)
 - (i) An employee appointed by the employer as a leading hand to supervise the work of up to and including 10 employees shall be paid per week the amount as set out in Item 1 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to such employee's rate. An employee appointed as a leading hand to supervise more than 10 employees shall be paid per week the amount as set out in Item 2 of the said Table 3, in addition. Such additional rates shall apply for all purposes of the award.
 - (ii) The definition of Grade 6 "Team Leader" in the classification structure incorporates Leading Hand responsibilities and, accordingly, no leading hand allowances is payable in addition to the rate of pay set for Team Leaders.
- (b) Employees employed under the Gelatine and By Products Stream shall receive an industry allowance as set out in Item 3 of Table 3.
- (c) An employee qualified and appointed as a Boiler Attendant shall be paid a weekly allowance as set out in Item 4 of Table 3.

4. Trainees

- (a) An employer may employ a 16 or 17-year old entrant to the Industry as a trainee. A trainee shall be employed under a training agreement which shall be agreed between the worker and the employer at the time of commencing employment. The training agreement shall be in accordance with the standards laid down by this clause.
- (b) The training agreement shall set out the arrangements by which a trainee shall attend off-the-job training for a Basic Entry Level Chemical Certificate and undertake on-site training as specified in the training programme of the training committee.
- (c) The employer shall provide trainees with direct supervision.

- (d) A trainee shall be engaged as a full-time employee under this award.
- (e) Overtime and shift work shall not be worked by trainees except to enable the requirements of the Training Program to be effected, when penalties and allowances of the award based on the trainee wage will apply. No trainee shall work overtime or shift on their own.
- (f) A trainee shall be paid at the relativity of 78 per cent of the G4 trade / trade equivalent rate specified by this award.
- (g) A trainee who has successfully completed a Basic Entry Level Chemical Certificate shall be appropriately grade in the skills-based classification structure.

5. Hours of Work

- (a) Day Workers - The ordinary hours of work shall be an average of 38 per week to be worked on one of the following basis:
 - (i) 38 hours within a work cycle not exceeding seven consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (b) The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week, Monday to Friday.
- (c) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, at the discretion of the employer between 6 a.m. and 6 p.m.
- (d) Starting and finishing times may be altered by mutual agreement between an employer and the majority of employees in the plant or section or sections concerned.
- (e) Not more than eight hours shall be worked in any one day without payment of overtime.
- (f) The method of implementation of the 38-hour week may be any one the following:
 - (i) by employees working less than eight ordinary hours each day; or
 - (ii) by employee working less than eight ordinary hours on one or more days each week; or
 - (iii) by fixing one weekday on which all employees will be off during a particular work cycle; or
 - (iv) by rostering employees off on various days of the week during a particular work cycle so that each employee has one weekday off during that cycle.
- (g) In the absence of agreement at plant level, the procedures outlined in clause 29, Grievance Procedure, shall be applied without delay.
- (h) Where the working week is being worked in accordance with paragraphs (iii) or (iv) of subclause (f) of this clause an employer and the majority of employees concerned may agree to a banking system of rostered days off. In such instances not more than five days may be banked.

No penalty payments shall be made to employees working on a day which would otherwise have been a rostered day off and in no circumstances will the employee lose the entitlement to the banked days or, in the event of termination only, payment in lieu thereof.

- (i) Where a system of working is adopted to allow one rostered day off in each four weeks an employee shall be entitled to 12 such rostered days off in any 12-month period.
- (j) The day an employee, not being a continuous shift worker, is to take off in accordance with paragraphs (iii) and (iv) of subclause (f) of this clause, shall not coincide with a public holiday (as defined); in the event that a public holiday is prescribed after employee have been given notice of the day off, and the holiday falls on that day off, the employer shall allow the employee to take the day off on an alternative day.

An employee, being a continuous shift worker, who by the circumstances of the arrangement of their ordinary hours of work, is entitled to a rostered day off which falls on a public holiday (as defined) shall, have an additional day added to their annual leave.

6. Meal Times

- (a) The break for midday meals shall be not less than 30 minutes nor more than 45 minutes to be taken between 11:30a.m. and 1:00p.m.
- (b) The starting and finishing times for meals shall not be altered except by agreement between the employer and the employees or by the Industrial Committee.
- (c) An employee shall not be compelled to work for more than five hours without a break for a meal.
- (d) For work done during meal hours and thereafter until a meal break is allowed, double time shall be paid.
- (e) Employees shall be allowed a morning tea break of ten minutes. Such break shall be counted as time worked.

7. Shift Work

- (a) For the purpose of this clause:

"Afternoon Shift" means any shift finishing after 6:00p.m. and at or before midnight.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8:00a.m.

"Permanent night shift worker" is an employee who:

- (i) works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate sufficiently to give the employee at least one third of working time off night shift in each shift cycle.

Provided that where shifts are worked by arrangement between employees, such shifts shall not affect the above definition.

"Continuous shift worker" means an employee working eight hours per shift inclusive of crib time and who is regularly rostered to work on Sundays and holidays.

"Non-continuous shift worker" means an employee who works at least five consecutive days of eight hours per shift inclusive of crib time and who does not normally work on Sundays.

"Crib time" means a break of 20 minutes to be taken at a suitable opportunity in any shift or period so as not to interfere with the employee's duties and such crib time shall be paid for.

"Rostered shift" means a shift of which the employee concerned has had at least 48 hours' notice.

- (b) The ordinary hours of shift workers shall average 38 hours per week and shall not exceed 152 hours in 28 consecutive days and shall be worked in not more than five shifts per weeks of eight hours inclusive of crib time.

The times of commencement and cessation of work shall be fixed by the employer and once fixed may only be altered by agreement between the employer and the employees concerned, or in the absence of such agreement by the giving of not less than seven day's notice in the case of a permanent change of shift by the employer to the employees of such proposed change of times.

Where an employee is engaged in working a regular roster of shifts their place on the roster shall not be altered unless the employee is given 48 hours' notice of change of shift.

Where an employee is not engaged in working a regular roster of shifts but the employer requires such employee to change their shift to fill some short term vacancy occasioned by another employee's absence or to meet some special circumstances then the employee's hours may be altered by the giving of 48 hours' notice of change of shift.

- (c) Shift and Weekend Penalties: -

- (i) Any afternoon or night shift which does not continue for five consecutive shifts shall be paid for at the rate of time and a half for the first three hours and double time thereafter for all time worked. Such extra rate shall be in substitution for and not cumulative upon the shift premium prescribed in paragraph (vi) of this subclause.
- (ii) A shift worker whilst working on a permanent afternoon shift shall be paid for such shift 25 per cent more than their ordinary rate, or, if working on a permanent night shift, shall be paid for such shift 30 per cent more than their ordinary rate. Such extra rate shall be in substitution for and not cumulative upon the shift premium prescribed in paragraph (vi) of this subclause.
- (iii) Continuous shift workers shall be paid at the rate of time and a half for all work performed between 12 midnight on Friday and 12 midnight on Saturday. Such extra rate shall be in substitution for and not cumulative upon the shift premium prescribed in paragraph (vi) of this subclause.
- (iv) Non-continuous shift workers shall be paid at the rate of time and a half for all work other than overtime work performed between 12 midnight on Friday and 12 midnight on Saturday. Such extra rate shall be in substitution for and not cumulative upon the shift premium prescribed in paragraph (vi) of this subclause.
- (v) Continuous shift workers shall be paid at the rate of double time for all work performed between 12 midnight on Saturday to 12 midnight on Sunday. Such extra rate shall be in substitution for and not cumulative upon the shift premium prescribed in paragraph (vi) of this subclause.
- (vi) Except as otherwise provided, employees working on afternoon and night shifts shall be paid at the rate of ordinary time for such shift increased by 15 per cent for afternoon shift and 17.5 per cent for night shift.
- (vii) For the purpose of this subclause any shift starting at 11:00p.m. shall be deemed to commence at midnight.
- (viii) No junior male under the age of 18 years shall work on night shift.
- (ix) Continuous shift workers who are rostered to work on public holidays as prescribed by this award shall be paid at the rate of double time. Such extra rate shall be in substitution for and not cumulative upon any other prescribed shift premium.

Continuous shift workers shall be paid one day's pay at ordinary rates at the time of taking annual leave for each public holiday upon which they are not rostered to work.

On termination of service during the currency of any year, payment for holidays not worked shall be made on a pro rata basis.

- (x) Shift workers, other than continuous shift workers, shall be paid at the rate of double time and a half for all work performed on holidays prescribed by this award. Such extra rate shall be in substitution for and not cumulative upon any other prescribed shift premium.
- (d) Overtime - Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this award shall be paid as follows:
 - (i) If employed on continuous shift work, at the rate of double time.
 - (ii) If employed on non-continuous shift work, at the rate of time and one half for the first two hours and double time thereafter.
 - (iii) The provisions of paragraphs (i) and (ii) of this subclause shall not apply where time so worked is brought about by arrangements between the employees themselves or is for the purpose of effecting the customary rotation of shifts, or is due to the fact that the relief person does not come on duty at the proper time.

8. Overtime

- (a) All work done outside the ordinary hours prescribed herein or before or after the times of commencement and cessation of work determined in accordance with this award shall be counted as overtime and shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- (b) In computing overtime, each day's work shall stand alone.
- (c) Any employee required to work overtime shall be guaranteed a minimum of 30 minutes.
- (d) Any employee required to work overtime for more than one and a half hours on any day, after the normal finishing time, without being notified on the day before they will be so required to work, shall be paid an amount as set out in Item 5 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates, for a meal and an amount as set out in Item 6 of the said Table 3 for each subsequent meal by the employer.
- (e) If an employee pursuant to subclause (d) of this clause has provided a meal and is not required to work overtime, they shall be paid an amount as set out in Item 6 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates, of for the meal provided.
- (f)
 - (i) An employee working overtime shall be allowed a crib time of 20 minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.
 - (ii) Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates. An employer and employee may agree to any variation to this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.
- (g) Rest Period After Overtime -
 - (i) Where overtime work is necessary it shall wherever reasonably practicable be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days. An employee who works so much overtime between the termination of that employee's ordinary work on one day and the commencement of that employee's ordinary work on the next day that

the employee has not had at least 10 consecutive hours off duty between these times, shall, subject to this subclause, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty that employee shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (ii) The provisions of this clause shall apply in the case of shift workers as if eight hours were substituted for 10 hours.
- (h) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
- (i) Transport of Employees - Where an employee, after having worked overtime, or a shift for which the employee had not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide the employee with a conveyance to the employee's home, or pay the employee that employee's current wage for the time reasonably occupied in reaching their home.

9. Payment of Wages

- (i) Wages shall be paid weekly, not later than Thursday in each week, except by mutual agreement to substitute "Friday" in lieu of "Thursday". Where a holiday as referred to in clause 10, Holidays, occurs on a pay day, payment in that week shall be made on the working day prior to such holiday.
- (ii) Wages shall be paid in the employer's time or within five minutes of finishing time. If an employee is kept waiting for payment for more than five minutes after finishing time, the employee shall be paid overtime rates for the time so kept waiting.
- (iii) Should an employee be dismissed during the course of a week, the employee shall be paid at the usual place of payment on demand there by that employee, any wages which are legally due to that person within 15 minutes of dismissal.
- (iv) Should an employee lawfully leave their employment during the course of a week, that employee shall be paid all moneys due upon termination of service.
- (v) On pay day the employer shall state to each employee in writing the amount of wages to which the employee is entitled, the amount of deductions made therefrom and the net amount being paid to the employee.
- (vi) Notwithstanding the above, by agreement with the employee concerned, wages may be paid by cheque or by electronic funds transfer.

10. Holidays

- (i) The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, or the holiday, if any, substituted for any such day by or under any Act of Parliament, are observed, shall be holidays, together with all other days proclaimed as public holidays throughout the State. Employees, other than continuous shift workers, not required to work on holidays shall be paid the ordinary rates of pay, provided that such holidays fall on a normal working day.
- (ii) The first Monday in August each year, or on another day mutually agreed to between the employer and the employee shall also be deemed a holiday and complied with in accordance to subclause 10(i). Where the employer seeks to vary the holiday on the first Monday in August each year, the employer

shall do so by mutual consent with the employee and shall notify the Secretary of the Union in writing within thirty (30) days of taking advantage of the flexible day.

- (iii) Where an employee is absent from their employment on the working day or part of the working day before or after a holiday or holidays without reasonable excuse or without the employer's consent such employee shall not be entitled to payment for such holiday or holidays.

11. Rates for Holidays and Sundays

- (i) Except as to continuous shift workers working on regular rostered shifts, all work performed on holidays set out in Clause 10, Holidays, shall be paid for at the rate of double time and a half and all work performed on Sundays shall be paid for at the rate of double time.
- (ii) An employee called upon to work on a Sunday or a holiday shall be paid for a minimum of four hours' work.

12. Annual Leave

- (a) A period of 28 consecutive days' (including non-working days) leave shall be allowed annually to an employee after 12 months' continuous service (less the period of annual leave) as an employee on weekly hiring in any one or more of the occupations to which this award applies.
- (b) Continuous Shift Workers - In addition to the leave hereinbefore prescribed, continuous shift workers who are rostered to work regularly on Sunday and holidays shall be allowed seven consecutive days' leave including non-working days.

Where an employee with 12 months' continuous service is engaged for part of the 12 monthly period as a continuous shift worker, the employee shall be entitled to have the period of 28 consecutive days' annual leave prescribed in subclause (a) of this clause increased by half a day for each month the employee is continuously engaged as aforesaid.

- (c) Public Holidays Excluded -
 - (i) Except in the case of continuous shift workers such period of annual leave shall not include award holidays observed on working days, but shall include all other non-working days.
 - (ii) Except in the case of continuous shift workers if any award holidays falls within an employee's period of annual leave and is observed on the day which in the case of that employee would have been an ordinary working day there shall be added to that period one day, being an ordinary working day for each holiday observed as aforesaid.
 - (iii) Where an employee without reasonable excuse, proof whereof shall lie upon such employee, is absent from employment on the working day or part of the working day prior to the commencement of that employee's annual leave or fails to resume work at that employee's ordinary starting time on the working day immediately following that last day of the period of that employee's annual leave, the employee shall not be entitled to payment for the public holidays which fall within the period of annual leave.
- (d) Notice of Leave to be Given - At least one month's notice shall be given to an employee as to when that employee is to commence leave, except in cases where by mutual agreement between the employer and the employee a lesser period of notice may be permitted.

If at any time notice is withdrawn by an employer the employee, if that employee postpones that leave, shall be compensated by the employer for any reasonable out of pocket loss occasioned by the withdrawal of notice. Any dispute under this subclause shall be dealt with under clause 29, Grievance Procedure.

- (e) Time When Leave is to be Granted - Annual leave shall be given at a time fixed by the employer within a period not exceeding three months from the date when the right to annual leave accrued.

- (f) Leave to be Given and Taken -
- (i) The annual leave provided for by this clause shall be allowed and shall be taken and except as provided in subclause (i) of this clause payment shall not be made or accepted in lieu of annual leave.
 - (ii) The annual leave shall be given and taken in a continuous period or if the employer and the employee so agree in two separate periods.
- (g) Payment of Wages - Each employee before going on leave shall be paid the wages they would have earned in respect of the ordinary time the employee would have worked had they not been on leave during the relevant period.
- (h) Annual Leave Loading - A weekly hired employee who is entitled to annual leave or payment in lieu thereof, in accordance with the provisions of this award shall, at the time of taking such annual leave, be entitled to an additional payment in respect of the period of employment to which the annual leave is referable calculated on the basis of a loading of 17.5 per cent on top of their normal weekly pay for their period of annual leave. The loading prescribed by this subclause shall not apply to proportionate leave on termination.
- (i) Leave in Advance -
- (a) An employer may grant annual leave to an employee before the right thereto has accrued due but where leave is taken in such a case a further period of annual leave shall not commence to accrue until the expiration of the 12 months in respect of which annual leave has been taken before it accrued.
 - (b) Where leave has been granted to an employee pursuant to paragraph (i) of this subclause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer in respect to which the leave was granted, the employer may, for each one complete month of the qualifying period of 12 months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed in clause 10, Holidays. Provided that in cases where such leave is granted at the request of the employee, the employer may, when making payment under subclause (g) of this clause, withhold from the employee a sum equal to one-twelfth for each complete month of the qualifying period not served by the employee at the time of going on leave and retain such sum until the expiration of such qualifying period.
- (j) Proportionate Payments - If after one weeks continuous service in any qualifying 12-monthly period an employee leaves or that employee's employment is terminated by the employer, the employee shall be paid a pro rata entitlement at that employee's ordinary rate of wage for 2.923 hours for each five ordinary days worked in respect of which leave had not been granted under this clause.
- (k) Calculation of Continuous Service -
- (i) Continuity of service shall be deemed to be continuous notwithstanding:
 - (a) any interruption or determination of the employment by the employer if such interruption or determination has been made with the intention of avoiding obligations hereunder in respect of annual leave;
 - (b) any absence from work of not more than 120 hours in the 12 months on account of sickness or accident (proof whereof shall be on the employee);
 - (c) any absence on account of leave granted, imposed or agreed to by the employer;
 - (d) any absence due to reasonable cause (including absences on account of sickness or accident of more than 120 hours, proof whereof shall be on the employee) provided that in

cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this subclause, shall, if practicable, inform the employer within 24 hours after the commencement of such absence of their inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of the employee's absence.

- (ii) In calculating a period of 12 months' continuous service:
 - (a)
 - (1) any annual leave taken therein, or
 - (2) any absence of the kind mentioned in subparagraph (a) of paragraph (i) and subparagraph (b) of paragraph (i) of this subclause shall be counted as part of such period;
 - (b) in respect of absences of the kind mentioned in subparagraph (c) of paragraph (i.) and subparagraph (d) of paragraph (i.) of this subclause, the employee shall serve such additional period as part of their qualification for annual leave as will equal the period of such absences;
 - (c)
 - (1) any absence from work by reason of any cause not being a cause specified in this subclause shall not be deemed to break the continuity of service for the purpose of this clause unless the employer during the absence or within 14 days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service;
 - (2) where an employee has been absent from such employee's employment and the employer has notified the employee that such absence is regarded as a break in the continuity of service the employee may within 21 days of such notification from the employer, appeal to the Industrial Committee against such notification of the employer.
- (l) Calculation of Month - For the purpose of this clause a month shall be reckoned as commencing with the beginning of the first day of the employment or period of employment in question and as ending at the beginning of the day which in the latest month in question has the same date number as that which the commencing day had in its month and if there be no such day in such subsequent month, it shall be reckoned as ending at the end of such subsequent month.
- (m) Successor of Assignee or Transmittree - Where the employer is a successor or assignee or transmittree of a business, if an employee was in the employment of the employer's predecessor at the time when they became such successor or assignee or transmittree, the employee in respect of the period during which that employee was in the service of the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.
- (n) Annual Closedown - Where an employer closes down their plant, or a section or sections thereof, for the purpose of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply:
 - (i) The employer may, after giving not less than one month's notice of their intention so to do, stand off for the duration of the close down all employees in the plant or section or sections concerned and allow to those who are not then qualified for four full weeks' leave pursuant to subclause (a) of this clause, paid leave on a proportionate basis of 2.923 hours for each completed period of five ordinary working days worked.
 - (ii) An employee who has then qualified for four full weeks' leave pursuant to subclause (a) of this clause and has also completed a further month or more of continuous service shall be allowed

such leave and shall, subject to subclause (p) of this clause, also be paid a pro rata entitlement of 2.923 hours, wages in respect of each five ordinary working days worked since the close of that employee's last 12-monthly qualifying period.

- (iii) Except where annual leave is allowed before the due date in accordance with subclause (i) of this clause the next twelve monthly qualifying period for employees affected by such close down shall commence from the date on which the plant or section or sections concerned is reopened for work. Provided that all time during which the employee is stood off without pay for the purposes of this subclause shall be deemed to be time of service in the next 12-monthly qualifying period.
- (iv) If in the first year of the employee's service with an employer an employee is allowed proportionate annual leave under paragraph (i) of subclause (n) of this clause, and subsequently within such year leaves their employment or their employment is terminated by the employer, the employee shall be entitled to the benefit of subclause (j) of this clause, subject to adjustment for any proportionate leave which the employee may have been allowed as aforesaid.
- (o) Notwithstanding the provisions of subclause (n) of this clause an employer, in order to maintain the efficient working of an enterprise or their service to the public may, subject to agreement with the union make an arrangement whereby the annual leave granted by the employer to the employees of the plant or any section thereof shall be taken by such employees in separate periods by means of either:
 - (i) two periods during which the employer's plant or any section or sections thereof is or are closed down for the purpose of allowing annual leave to all or to the bulk of employees in the plant or section or sections concerned; or
 - (ii) the rostering of the periods during which annual leave shall be taken by employee in the plant or the section or sections concerned; or
 - (iii) a combination of one period of close down of the plant or section or sections concerned together with the rostering of the periods during which the employees therein shall take annual leave.
- (p) Disputes - Any dispute as to the rights of an employee to or with respect to annual leave shall be dealt with by the Industrial Committee.
- (q) Operation - Service before the date on which this award comes into force shall be taken into consideration for the purpose of calculating annual leave, but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect to which leave or a payment in lieu thereof has been allowed or made under any award thereby superseded. The period of annual leave to be allowed under this subclause shall be calculated to the nearest day, any broken part of a day in the result not exceeding half a day to be disregarded.

13. Long Service Leave

See Long Service Leave Act 1955.

14. Sick Leave

- (a) An employee on weekly hiring who is absent from their work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:
 - (i) An employee shall not be entitled to paid leave of absence under this clause until that employee has completed five ordinary working days worked in the service of the employer concerned, provided that payment for such absence shall not become due and payable until after the employee has completed 20 ordinary working days work in the service of the employer.
 - (ii) An employee shall not be entitled to paid leave of absence for any period in respect of which that employee is entitled to workers' compensation.

- (iii) An employee shall, within 24 hours of the commencement of such absence, inform the employer of the inability to attend for duty, and as far as practicable state the nature of the injury or illness and the estimated duration of the absence.
 - (iv) An employee shall provide to the satisfaction of the employer (or in the event of dispute, the Industrial Committee) that they were unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
 - (v) An employee shall not be entitled in the first four years of service to leave in excess of 61 hours per year. Provided further, that in the fifth and subsequent years of service such leave shall not exceed 76 hours per year.
 - (vi) An employee who is absent from work on a working day, which day occurs immediately before or immediately after a rostered day off, shall prove to the satisfaction of the employer (or in the event of dispute, the Industrial Committee) that the employee was unable on account of illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (b) Provided further, that where under any scheme of insurance or of an accident relief or provident fund to secure the benefit of which the employer has paid the necessary premium of contribution, compensation becomes payable for absences through sickness, the employer shall not be bound to pay more of such wage than is sufficient with such compensation to make up the full amount for any such days.
 - (c) Sick leave shall accumulate from year to year so that any balance of the period specified in paragraph (v) of subclause (a) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and, subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of sick leave prescribed in respect of that year.
 - (d) Attendance at Hospital - Notwithstanding anything contained in subclause (a) of this clause, an employee suffering injury through an accident arising out of and in the course of that employee's employment (not being an injury in respect of which that employee is entitled to workers' compensation) necessitating that person attending during working hours on a doctor, chemist, or trained nurse, or at a hospital, shall not suffer any deduction from that employee's pay for the ordinary working time so occupied on the day of the accident and shall be reimbursed by the employer all expenses reasonably incurred in connection with such attendance.
 - (e) Successor, Assignee or Transmitttee - Where the employer is a successor or assignee or transmitttee of a business, if an employee was in the employment of the employer's predecessor at the time when the employer became such successor or assignee or transmitttee, the employee in respect of the period during which the employee was in the service of the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.

15. Personal Carer's Leave

- (1) Use of Sick Leave
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 15(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 14, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required,
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 15(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

(3) Annual Leave

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
 - (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (4) Time Off in Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (6) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
- Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.
- Where the parties are unable to reach agreement the disputes procedure at clause 29, Grievance Procedure, should be followed.
- (7) Personal Carers Entitlement for casual employees -
- (1) Subject to the evidentiary and notice requirements in 15(1)(b) and 15(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person

prescribed in subclause 15(1)(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

- (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

16. Accident Pay

- (a) An employer shall, subject to this clause, pay or cause to be paid, and an employee shall be entitled to receive, accident pay in accordance with the provisions of this award when totally or partially incapacitated whether permanently or temporarily by injury. "Injury" and "incapacity" shall have the same meaning as in the *Workers' Compensation Act 1987*.
- (b) The period of accident pay for any one injury shall be limited to a total of 39 weeks' payment in respect of any one accident or injury.
- (c) The weekly amount of accident pay to which an employee shall be entitled shall be not more than the difference between the employee's ordinary rate (excluding shift premiums) and the total of any sums paid to the employee under the *Workers' Compensation Act 1987*, and any sums earned by the employee in the same employment or otherwise or that the employee is assessed as being able to earn from suitable employment during such period; provided that if the ordinary rate of pay increases during the period when an employee is in receipt of accident pay, then the accident pay payments shall be adjusted in accordance with variations in the ordinary rate of pay.
- (d) No accident pay shall be payable in respect of any period of incapacity resulting from an injury occurring during an employee's first month of service with an employer, provided that if the period of incapacity resulting from such an accident is continuing at the expiration of such one month's notice, then accident pay will be applicable as from one week after the date of expiration of such qualifying service.
- (e) Excepting the proviso contained in the preceding subclause, accident pay for all other employees will be applicable one week after the commencement of a period of incapacity resulting from a recognised workers' compensation injury.
- (f) Accident pay will not be payable in respect of any period of paid annual leave, long service leave, sick leave or for any paid public holiday.
- (g) On an injury occurring the employee shall give notice to the employer.
- (h) Nothing herein contained shall restrict or remove the employer's right to require the employee to submit to medical examinations pursuant to the *Workers' Compensation Act 1987* and failure to so submit to examination shall entitle the employer to cancel or suspend payment of accident pay as if such payments were payments under such legislation.
- (i) Where a medical referee or Board within the meaning of the *Workers' Compensation Act 1987* certifies that the employee is fit for employment or for specified employment which is made available to or is available to the employee and the employee refuses or fails to resume or perform such employment then all payments of accident pay shall immediately cease and determine from the date of such refusal or failure.
- (j) Where accident pay is payable for part of a week only such payments shall be pro-rata to a full week's entitlement.

- (k) Where there is a redemption of weekly payments by the payment under the *Workers' Compensation Act 1987*, of a lump sum, there shall be no further liability for accident pay under this clause in respect of an injury (for which weekly payments have been recovered) from the date of the said redemption.
- (l) Notwithstanding subclauses (m) and (n) of this clause, any employee who is receiving or who has received accident pay in respect of an injury shall furnish all relevant information to the employer concerning any action they make for damages in respect of that injury and shall if required authorise such employer to obtain information as to the progress of such action or claim from the employee's solicitors and shall if required provide an irrevocable authority to the employer entitling the said employer to a charge upon any money or moneys payable pursuant to any subsequent verdict or settlement.
- (m) Where the employee obtains a verdict for damages against the employer or is paid an amount in settlement of any claim for damages that they have made against the employer in respect of any injury for which they have received compensation under the *Workers' Compensation Act 1987*, and accident pay, such employee shall not be entitled to any further accident pay within the meaning of this clause and shall be immediately liable upon payment to the employee or their agent of such verdict for damages or amount in settlement of a claim therefore to repay to the employer the amount of accident pay which the employer has paid in respect of the employee's injury under this clause and hereby irrevocably authorises the employer to retain from such verdict or amounts in settlement such accident pay and apply it to their own use.
- (n) Where the injury for which accident pay is paid was caused under circumstances creating a legal liability in some person other than the employer to pay damages in respect thereof and the employee obtains a verdict for damages or is paid an amount of money in settlement of any claim for damages made against that other person, such employee shall immediately upon payment of such verdict or amount of money to the employee or their agent, repay to the employer the amount of accident pay which the employer has paid in respect of the employee's injury and the employee shall not be entitled to any further accident pay and shall upon the institution of any such claim deliver to the employer an irrevocable authority addressed to such other person, to pay to the employer out of such verdict or settlement the amount of accident pay.
- (o) Any employee who is receiving or who has received accident pay paid in respect of any injury shall if required by the employer or other person on their behalf authorise the employer to obtain any information required by such employer concerning such injury or compensation payable in respect thereof from the insurance company that is liable to pay compensation to such employee pursuant to the *Workers' Compensation Act 1987*.
- (p) Nothing in this clause shall require the employer to insure against their liability for accident pay nor shall it affect the right of the employer to terminate the employment of an employee.
- (q) An employee upon being dismissed by the employer whilst absent on workers' compensation, shall continue to receive accident pay as prescribed therein up to a maximum of 39 weeks, provided that the employee continues to receive compensation payments as prescribed by the *Workers' Compensation Act 1987*.
- (r) In the event of the rates of compensation payable pursuant to the said Act, being varied at any time after the date hereof, such variations shall not operate so as to increase the amount of accident pay payable hereunder above the amount that would have been payable if such rates of compensation had not been varied.
- (s) If the compensation payable to an employee pursuant to the Act is reduced by any amount by reason of the fact that such employee is entitled to receive accident pay or is in receipt of accident pay, then in calculating the amount of accident pay payable to such employee the compensation payable to such employee shall be deemed to be the compensation that would have been received if there had been no such reduction in compensation payments.

- (t) The right to be paid accident pay shall terminate on the death of an employee entitled thereto and no sum shall be payable to the legal personal representative, next-of-kin, assignee or dependent of the deceased employee, with the exception of accident pay accrued up to the time of death.

17. Tools of Trade

The employer shall provide tools and implements of trade necessarily required by the employee for the performance of the employee's duties.

Such aforementioned tools and implements shall remain the property of the employer and any wilful loss or damage due to neglect must be paid for by the employee.

18. Clothing

- (a) The employer shall provide leggings, aprons (rubber, plastic, leather or cloth, where suitable), gloves, respirators, thigh boots, or goggles where these are necessarily required by the employee for the performance of the employee's duties.

Waterproof coats or capes shall be supplied to employees when required to work outdoors in wet weather.

Such aforementioned articles of clothing shall remain the property of the employer and any wilful loss or damage due to neglect must be paid for by the employee.

The conditions of supply of overalls to employees shall be as agreed upon between the union and the individual employers.

- (b) Damage to Clothing - In the event of boots or clothing belonging to an employee being damaged or destroyed by fire or corrosive substance outside the normal course of usage of such boots or clothing, compensation to the extent of the damage sustained shall be made by the employer.
- (c) Laundry Allowance - Where clothing is supplied by the employer but is not laundered by the employer, employees shall receive a laundry allowance per week as set out in Item 7 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates.

19. General Conditions

- (a) Boiling water shall be supplied by the employer at all meal breaks, morning tea breaks and crib breaks.
- (b) Hand cream shall be supplied to all employees.

20. Time and Wages Records

- (i) Each employer shall keep time and wages records from which can be readily ascertained the name of each employee and their occupation, the hours worked each day, and the wages and allowances paid each week.
- (ii) The time occupied by an employee in filling in any time record or cards or in the making of records shall be treated as time of duty, but this does not apply to checking in or out when entering or leaving the employer's premises.

21. Posting of Notices

- (a) The employer shall erect notice boards in a prominent position in the establishment for the purpose of posting any notice therein connection with the legitimate business of the union.
- (b) Every employer shall post and keep posted a copy of this award and variations thereof in a place accessible to all employees.

22. Definitions

- (a) "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch.
- (b) "Industrial Committee" means the Gelatine and Glue Industry, &c. (State) Industrial Committee.

23. Contract of Employment

- (a)
- (i) Except as hereinafter provided employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.
- (ii) Casual Employment - A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly rate prescribed by this award for the work which the employee performs plus 20 per cent. Casual employment shall cease when the period of employment exceeds four weeks.

The employment of a casual employee may be terminated by the giving of one hour's notice by either side.

- (b) Termination of Employment -

- (i) Notice of Termination by Employer -

- (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
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice in subparagraph (1) of paragraph (i) of this subclause, 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.
- (3) Payment in lieu of the notice prescribed in subparagraphs (1) and (2) of paragraph (i) of this subclause shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (4) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated shall be used.
- (5) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks. Provided, further, that in the event of a stoppage through breakdown of machinery or any other cause for which the employer cannot be held responsible, the employer on any day may notify an employee that the employee's service shall not be required on the following day or days and the employee's employment shall be temporarily terminated accordingly and the employee shall not be entitled to be paid for the time not worked.

- (6) For the purpose of this clause, continuity of service shall be calculated in the manner prescribed by subclause (k) of clause 12, Annual Leave.
- (ii) Notice of Termination by Employee - The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.
- If an employee fails to give notice the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.
- (iii) Time Off During Notice Period - Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.
- (iv) 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 employment and the classification of or the type of work performed by the employee.
- (v) Summary Dismissal - Notwithstanding the provisions of subparagraph (1) of paragraph (i) of this subclause the employer shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty and in such cases the wages shall be paid up to the time of dismissal only.

24. Redundancy

- (i)
- (a) These provisions shall apply in respect of full-time and part-time employees covered by the provisions of this award.
- (b) In respect of employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of subclause (v) of this clause.
- (c) Notwithstanding anything contained elsewhere in this award, this clause shall not apply to employees with less than one year's continuous service, and the general obligation on employers shall be not more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (d) Notwithstanding anything contained elsewhere in this award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- (ii) Introduction of Change -
- (a) 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.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of

work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

(iii) Employer's Duty to Discuss Change -

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

(iv) Discussions Before Terminations -

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone, pursuant to paragraph (a) of subclause (ii), Introduction of Change, of this clause, 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.
- (b) The discussions shall take place as soon as practicable after the employer has made a definite decision which will invoke the provision of paragraph (a) of this subclause and shall cover, any reason for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(v) Notice for Changes in Production, Program, Organisation or Structure - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "program", "organisation" or "structure", in accordance with paragraph (a) of subclause (ii) of of this clause:

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

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

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
 - (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (vi) 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 paragraph (a) of paragraph (ii) of this clause:
 - (a) In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.
 - (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.
- (vii) Time Off During the Notice Period -
 - (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
 - (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (viii) Employee Leaving During the Notice Period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause as those to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that, in such circumstances, the employee shall not be entitled to payment in lieu of notice.
- (ix) 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.
- (x) Notice to Centrelink or the appropriate Government Authority - Where a decision has been made to terminate the employment of employees, the employer shall notify Centrelink 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.
- (xi) Centrelink Employment Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink.
- (xii) Transfer to Lower Paid Duties - Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii), of this clause, 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.

(xiii) Severance Pay - Where the employment of an employee is to be terminated pursuant to subclause (v) of this clause, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the employee the following severance pay in respect of a continuous period of service:

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

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

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

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

(c) "Week's 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, overaward payments, shift penalties and allowances paid in accordance with this award.

(xiv) Incapacity to Pay - Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount of severance pay than that contained in subclause (xiii) of this clause.

The Industrial Relations Commission of New South Wales shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission of New South Wales thinks relevant, and the probable effect paying the amount of severance pay in the said subclause (xiii) will have on the employer.

(xv) Alternative Employment - Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (xiii) if the employer obtains acceptable alternative employment for an employee.

25. Bereavement Leave

(i) An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person in Australia as prescribed in subclause (iii) of this clause. Where the death of a person as prescribed by the said subclause (iii) occurs outside Australia, the employee shall be entitled to up to two days bereavement leave if the funeral is attended or one days leave without deduction of pay if the employee does not attend the funeral.

(ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.

- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (II) of paragraph (c) of subclause (i) of clause 15, Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv), (v) and (iv) of the said clause 15. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 25(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 15(1)(c)(ii) of clause 15, Personal Carer's Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

26. Jury Service

An employee on weekly hiring required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service. An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give the employer proof of the employee's attendance, the duration of such attendance, and the amount received in respect of such jury service.

27. Health and Safety Committees

Health and Safety committees will be set up at each factory with equal representation of employers and employees. Such committees will inquire into and deal with matters relating to health and safety.

28. First-Aid

- (a) The employer shall provide and continuously maintain in a place accessible to all employees an efficient first-aid kit.
- (b) The employer shall endeavour to have at least one employee trained to render first-aid in attendance, at all times that work is performed at an establishment.
- (c) First-aid Allowance - An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications such as a certificate from St. John Ambulance or similar body shall be paid a weekly allowance as set out in Item 8 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates, for all purposes of the award if the employee is appointed by the employer to perform first-aid duty.

- (d) If an employee with the agreement of the employer attends a course of training in first-aid and passes the course the employer shall reimburse the employee for the actual cost of the course and text book expenses incurred.

29. Grievance Procedure

- (a) Where an employee or the union delegate has submitted a request or complaint concerning any matter directly connected with employment or job conditions to a foreperson or a more senior representative of management and has not received satisfaction the employee may refer the matter to a union delegate or if the matter has been raised by a union delegate the employee may refer the matter to the appropriate executive of the employer concerned.
- (b) The matter shall be discussed between the union delegate and the appropriate executive.
- (c) If the matter is not settled between the shop steward and the appropriate executive of the employer the matter shall then be referred by the shop steward to the secretary of the union and a meeting shall be arranged between the employer and if the employer so desires their association and the union and a conference shall take place as soon as possible.
- (d) If the matter is not settled in accordance with subclause (c) of this clause, the matter shall be notified to the Industrial Relations Commission of New South Wales in accordance with the *Industrial Relations Act 1996*.
- (e) Where the above procedures are followed, work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (f) Notwithstanding anything contained in the preceding subclauses of this clause the parties shall be free to exercise their rights if the dispute is not finalised without unreasonable delay.
- (g) This clause shall not apply to any dispute as to a bona fide safety issue.

30. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

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

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

to assist the employee in reconciling work and parental responsibilities.

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

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

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

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

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

(4) Communication during parental leave

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

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

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

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

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

31. Superannuation

(a) Definitions:

(i) "ARF" shall mean the Australian Retirement Fund, a Superannuation scheme established and governed by Declaration of Trust dated 11 July 1986, as amended from time to time.

(ii) "Employee" means a full-time weekly hired employee as defined in subclause (i) of clause 23, Contract of Employment.

(iii) "Ordinary Time Earnings" shall mean an employee's award rate of pay, plus supplementary payments, overaward payments, shift loadings, and allowances which relate to work or conditions but shall not include overtime or allowances paid as a reimbursement.

(b) Employers to Become a Party to ARF:

(i) Each employer bound by this award, shall unless exempt, sign and execute an agreement to become a participating employer.

- (ii) Each employer shall become party to ARF upon the acceptance of the trustee of ARF of an agreement to become a participating employer, duly signed and executed by each employer and the trustees of ARF.
- (iii) Employers shall make contributions in accordance with subclause (d) of this clause payable to the Administrator of ARF.
- (c) Eligibility of Employees:
 - (i) Date of Becoming Eligible - A weekly hired employee shall be eligible to join ARF on the first day of the calendar month following the commencement of employment, provided that if an employee was eligible to have contributions made in accordance with this award on the employee's behalf at the employee's previous place of employment, the employee shall be eligible to join ARF upon appointment.
 - (ii) Payments for Eligible Employees - Notwithstanding the date upon which an employee signs an application form, contributions shall be made from the date upon which the employee became eligible for membership of an approved fund or 21 March 1989 whichever is the latter.
- (d) Contributions
 - (i) Full-time Weekly Hired Adult Employees - A contribution per week shall be paid by employers for full-time weekly hired adult employees.
 - (ii) Junior Employees - A contribution per week shall be made for full-time weekly hired junior employees.
 - (iii) Payment of Contributions - Contributions shall be made at the completion of each calendar month in respect of completed pay periods during that month provided that an initial contribution shall only be made if an employee has completed one calendar month of membership of ARF.
 - (iv) Unpaid Leave - When an employee is absent on unpaid leave for more than one complete day, then a pro rata deduction for the period of unpaid leave shall be made from the monthly contribution.
 - (v) Paid Leave - Contributions shall continue during periods of paid leave, including during periods of accident pay as defined in clause 16, Accident Pay. Contributions shall not be paid in respect of accrued annual leave paid on termination, or periods of absence without pay.

32. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specially exempted from anti-discrimination legislation;

- (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES:

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

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

32A. Secure Employment Provisions

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

33. Area, Incidence and Duration

- (a) This award shall apply to all classes of persons provided for herein within the jurisdiction of the Gelatine and Glue Industry, &c (State) Industrial Committee.
- (b) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the reviewed Gelatine and Glue Industry (State) Award published 22 February 2002 (331 I.G. 679), and all variations thereof.
- (c) The award published 22 February 2002 took effect from 6 June 2001.
- (d) The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 18 December 2007.
- (e) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Wages

Grade	Adhesive and Glue Stream as of 18 February 2007 \$	Adhesive and Glue Stream as of 18 February 2008 \$	Gelatine and By Product Stream as of 18 February 2007 \$	Gelatine and By Product Stream as of 18 February 2008 \$
6	631.90	651.90	644.40	664.40
5	611.10	631.10	606.90	626.90
4	588.20	608.20	588.20	608.20
3	559.00	579.00	563.20	583.20
2	538.20	558.20	554.80	574.80
1	528.50	548.50	534.00	554.00

Table 2 - Junior Rates

Age	Percentage
At 16 years of age and under	70
At 17 years of age	85
At 18 years of age	100

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount as of 18/2/2007 per week \$	Amount as of 18/2/2008 per week \$
1	3(a)(i)	Leading hand up to 10 employees	22.25	23.15
2	34(a)(i)	Leading hand over 10 employees	30.80	32.05
3	3(b)	Industry allowances - Gelatine and By products stream	16.95	17.65
4	3(c)	Boiler Attendants Allowance	10.60	11.00
5	8(d)	Meal Allowance - 1st meal	8.65	8.93
6	8(d)	Meal Allowance - 2nd and subsequent meal	8.65	8.93
7	18(c)	Laundry Allowance	6.90	7.00
8	28(c)	First Aid Allowance	10.35	10.75

Gelatine and Glue Industry, &c (State) Industrial Committee**Industries and Callings**

All persons employed in or in connection with the manufacture of glue, gelatine, agar and adhesives in the State, excluding the County of Yancowinna;

Excepting -

Carters, grooms, stablepersons, yardpersons and drivers of motor or other power-propelled vehicles; engine drivers, firepersons, greasers, trimmers and plumbers, engaged in or about the driving of engines; and electrical crane, winch and motor drivers; employees in abattoirs, meat works, slaughterhouses and meat preserving works;

and excepting also employees within the jurisdiction of the Bitumous Materials Manufacture, &c. (State) Industrial Committee.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' TECHNICAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2681 of 2006)

Before Mr Deputy President Grayson

12 December 2007

VARIATION

1. Delete in clause 1, Definitions, of the published 14 April 2006 (358 I.G. 942), the following definitions:

"Orthotist/Prosthetist - Grade 1"

"Orthotist/Prosthetist - Grade 2"

"Deputy Chief (>5 employed) and Chief - Grade 1 (1-5 employed)" and

"Chief - Grade 2 (6 or more employed)"

2. Delete Table 1, Monetary Rates, of Part B, and insert in lieu thereof the following:

PART B**Table 1 - Monetary Rates**

Classification	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
Electronics Technician			
1st year of service	940.30	977.90	1,017.00
2nd year of service	973.00	1,011.90	1,052.40
3rd year of service	1,005.70	1,045.90	1,087.70
4th year of service	1,069.10	1,111.90	1,156.40
Sole Electronics Technician	1,121.20	1,166.00	1,212.60
Senior Electronics Technician			
1st year of service	1,139.30	1,184.90	1,232.30
2nd year of service	1,157.50	1,203.80	1,252.00
Perfusionist - Grade 1			
1st year	1,146.20	1,192.00	1,239.70
2nd year	1,183.20	1,230.50	1,279.70
Perfusionist - Grade 2			
1st year	1,272.60	1,323.50	1,376.40
2nd year	1,315.20	1,367.80	1,422.50
3rd year	1,351.90	1,406.00	1,462.20
4th year	1,500.00	1,560.00	1,622.40
5th year	1,541.60	1,603.30	1,667.40
6th year	1,593.90	1,657.70	1,724.00
7th year	1,642.50	1,708.20	1,776.50
8th year	1,683.80	1,751.20	1,821.20

Perfusionist - Grade 3			
1st year	1,803.90	1,876.10	1,951.10
2nd year	1,848.90	1,922.90	1,999.80
Perfusionist - Grade 4			
1st year	1,898.70	1,974.60	2,053.60
2nd year	1,943.90	2,021.70	2,102.60
Trainee Visual Aids Officer			
1st year of training	415.50	432.10	449.40
2nd year of training	467.10	485.80	505.20
3rd year of training	510.70	531.10	552.30
4th year of training	559.70	582.10	605.40
5th year of training	615.40	640.00	665.60
Trainee Technical Officer			
1st year of training	412.90	429.40	446.60
2nd year of training	462.50	481.00	500.20
3rd year of training	523.10	544.00	565.80
4th year of training	576.10	599.10	623.10
Technical Officer - Grade 1			
1st year	729.20	758.40	788.70
2nd year	746.80	776.70	807.80
3rd year	763.60	794.10	825.90
4th year	781.90	813.20	845.70
5th year	798.90	830.90	864.10
6th year	829.10	862.30	896.80
7th year	856.00	890.20	925.80
8th year	879.60	914.80	951.40
Technical Officer - Grade 2			
1st year	940.30	977.90	1,017.00
2nd year	973.00	1,011.90	1,052.40
3rd year	1,005.70	1,045.90	1,087.70
4th year	1,069.10	1,111.90	1,156.40
Senior Technical Officer			
1st year	1,121.20	1,166.00	1,212.60
2nd year	1,139.30	1,184.90	1,232.30
3rd year and Thereafter	1,157.50	1,203.80	1,252.00
Dialysis Technician			
1st year	873.70	908.60	944.90
Thereafter	900.30	936.30	973.80
Senior Dialysis Technician			
Grade 1 (Sole Technician)	928.10	965.20	1,003.80
Grade 2	959.70	998.10	1,038.00
Visual Aids Officer - General Scale			
1st year	688.70	716.20	744.80
2nd year	724.50	753.50	783.60
3rd year	761.10	791.50	823.20
4th year	778.50	809.60	842.00
5th year	796.60	828.50	861.60
Visual Aids Officer - Grade 1			
Medical Artists, RPA, RNSH;(I/C Westmead) (2-I/C POW)	873.80	908.80	945.20

Visual Aids Officer - Grade 2			
Sole Medical Photographer (St.George & Gosford)	910.60	947.00	984.90
Visual Aids Officer - Grade 3			
Chief Medical Photographer - specific hospitals	1,015.90	1,056.50	1,098.80
Visual Aids Officer - Grade 4			
Co-ordinator - Audio Visual Services - RNSH	1,054.50	1,096.70	1,140.60
Director of Audio Visual Services			
Royal Prince Alfred and Westmead	1,227.20	1,276.30	1,327.40
Technical Assistant (Orthotic/Prosthetic)-Level 1			
1st year	668.30	695.00	722.80
2nd Year	681.50	708.80	737.20
3rd Year	697.20	725.10	754.10
Technical Assistant (Orthotic/Prosthetic)-Level 2			
1st Year	729.20	758.40	788.70
2nd Year	746.80	776.70	807.80
3rd Year	763.60	794.10	825.90

3. This variation shall take effect on and from 30 November 2007.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

(770)

SERIAL C6435

HEALTH PROFESSIONAL AND MEDICAL SALARIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2681 of 2006)

Before Mr Deputy President Grayson

12 December 2007

VARIATION

1. Delete Table 1, Monetary Rates, of Part B, of the award published 24 March 2006 (358 I.G. 363), and insert in lieu thereof the following:

PART B

Table 1 - Monetary Rates

Classification	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$	Rate from 1st full pay period on or after 30/11/07 \$
ABORIGINAL HEALTH CO-ORDINATOR				
1st year	73,213	76,142	79,188	
2nd year	75,272	78,283	81,414	
3rd year	78,345	81,479	84,738	
4th year	80,680	83,907	87,263	
ABORIGINAL HEALTH EDUCATION OFFICERS				
Non-Graduate				
1st year	688.80	716.40	745.10	
2nd year	729.60	758.80	789.20	
3rd year	769.70	800.50	832.50	
4th year	810.70	843.10	876.80	
5th year	849.10	883.10	918.40	
6th year	889.50	925.10	962.10	
7th year	929.30	966.50	1,005.20	
8th year	974.20	1,013.20	1,053.70	
9th year	1,014.70	1,055.30	1,097.50	
SENIOR ABORIGINAL HEALTH EDUCATION OFFICER				
Non-Graduate				
1st year	1,054.60	1,096.80	1,140.70	
2nd year	1,095.50	1,139.30	1,184.90	

REGIONAL ABORIGINAL HEALTH EDUCATION OFFICER				
Grade 1	1,149.00	1,195.00	1,242.80	
Grade 2	1,184.70	1,232.10	1,281.40	
Grade 3	1,220.30	1,269.10	1,319.90	
ABORIGINAL HEALTH EDUCATION OFFICER - GRADUATE				
1st year	793.50	825.20	858.20	
2nd year	832.00	865.30	899.90	
3rd year	883.80	919.20	956.00	
4th year	933.40	970.70	1,009.50	
5th year	988.40	1,027.90	1,069.00	
6th year	1,039.50	1,081.10	1,124.30	
7th year	1,083.30	1,126.60	1,171.70	
8th year	1,126.30	1,171.40	1,218.30	
9th year	1,175.00	1,222.00	1,270.90	

An Aboriginal Health Education Officer-Graduate who has completed 12 months service at the salary prescribed on the maximum of the scale and has demonstrated to the satisfaction of the Department by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate:

10th year	1,234.20	1,283.60	1,334.90	
11th year	1,293.60	1,345.30	1,399.10	
SENIOR ABORIGINAL HEALTH EDUCATION OFFICER - GRADUATE				
1st year	1,293.20	1,344.90	1,398.70	
2nd year	1,346.80	1,400.70	1,456.70	
3rd year	1,400.60	1,456.60	1,514.90	
ANALYST, CHEMIST, MICROBIOLOGIST, & SCIENTIFIC OFFICER (Transferred Staff of Division of Analytical Laboratories)				
Grade 1				
1st year	42,825	44,538	46,320	
2nd year	44,511	46,291	48,143	
3rd year	46,994	48,874	50,829	
4th year	50,370	52,385	54,480	
5th year	53,939	56,097	58,341	
6th year	57,138	59,424	61,801	
Grade 2				
1st year	59,937	62,334	64,827	
2nd year	61,713	64,182	66,749	
3rd year	63,594	66,138	68,784	
4th year	66,148	68,794	71,546	
Grade 3				
1st year	68,905	71,661	74,527	
2nd year	71,094	73,938	76,896	
3rd year	72,511	75,411	78,427	

Grade 4				
1st year	76,039	79,081	82,244	
2nd year	78,345	81,479	84,738	
3rd year	79,899	83,095	86,419	
Grade 5				
1st year	83,035	86,356	89,810	
2nd year	85,521	88,942	92,500	
PART-TIME GRADUATE ANALYST (P/hour)	28.27	29.40	30.58	
BIOMEDICAL ENGINEERS				
Grade 1				
1st year of service	44,190	45,958	47,796	
2nd year of service	46,881	48,756	50,706	
3rd year of service	50,111	52,115	54,200	
4th year of service	53,552	55,694	57,922	
5th year of service and thereafter	57,015	59,296	61,668	
Grade 2				
1st year of service	60,552	62,974	65,493	
2nd year of service	62,505	65,005	67,605	
3rd year of service	64,463	67,042	69,724	
4th year of service and thereafter	66,410	69,066	71,829	
Grade 3				
1st year of service	70,112	72,916	75,833	
2nd year of service	72,411	75,307	78,319	
3rd year of service	74,721	77,710	80,818	
4th year of service and thereafter	77,342	80,436	83,653	
Grade 4				
1st year of service	80,786	84,017	87,378	
2nd year of service	83,142	86,468	89,927	
3rd year of service and thereafter	85,481	88,900	92,456	
Grade 5				
1st year of service	89,026	92,587	96,290	
2nd year of service and thereafter	90,698	94,326	98,099	
Grade 6				
1st year of service	92,389	96,085	99,928	
2nd year of service and thereafter	94,098	97,862	101,776	
CAREER MEDICAL OFFICERS				
Grade 1				
1st year	84,558	87,940	91,458	
2nd year	91,087	94,730	98,519	
3rd year	95,075	98,878	102,833	
4th year	98,284	102,215	106,304	
5th year	102,165	106,252	110,502	
Grade 2				
1st year	106,095	110,339	114,753	
2nd year	109,393	113,769	118,320	
3rd year	115,806	120,438	125,256	

4th year	125,995	131,035	136,276	
Senior				
1st year	135,664	141,091	146,735	
Thereafter	145,600	151,424	157,481	
Transitional Grades - only applicable to eligible employees employed on 20.4.2005				
Grade 1	115,806	120,438	125,256	
Grade 2	125,995	131,035	136,276	
Grade 3	135,664	141,091	146,735	
CLERK OF WORKS	57,221	59,510	61,890	
CO-ORDINATORS				
Group 1 - Cooma, Young, Ballina, Byron Brunswick, Casino, Kyogle	56,240	58,490	60,830	
Group 3 - Moree, Tweed Heads, SW Zone 1, 2, & 5; Grafton Armidale, Port Macquarie	60,346	62,760	65,270	
Group 5 - Tamworth	65,965	68,604	71,348	
Group 6 - Dubbo	68,657	71,403	74,259	

ALLOWANCES-CO-ORDINATORS

The Co-ordinators allowance is applicable only to Co-ordinators in AHS and to individuals occupying Co-ordinators positions as at 30/3/87 who were earning a higher salary including allowances than those determined above as at 30/3/87.

Future occupants, other than those in AHS, receive the salary for the positions listed above.

Team Leader Allowance

In-charge 5 - 10 staff (per week)	31.80	31.80	31.80	
In-charge 11 - 25 staff (per week)	53.00	53.00	53.00	
In-charge 26 - 40 staff (per week)	74.30	74.30	74.30	
In-charge of more than 40 staff (per week)	84.90	84.90	84.90	
Area Co-ordinator's Allowance (per week)	116.70	116.70	116.70	

DRUG & ALCOHOL COUNSELLORS - NON-GRADUATES

Junior				
Junior at less than 19 years of age	22,177	23,064	23,987	
Junior at 19 years of age	24,940	25,938	26,976	
Junior at 20 years of age	27,576	28,679	29,826	
Grade 1				
1st year	35,932	37,369	38,864	
2nd year	38,067	39,590	41,174	
3rd year	40,156	41,762	43,432	
4th year	42,276	43,967	45,726	
5th year	44,289	46,061	47,903	
Grade 2				
1st year	46,405	48,261	50,191	
2nd year	48,473	50,412	52,428	

ALLOWANCES - DRUG & ALCOHOL COUNSELLORS - NON-GRADUATES

Drug and Alcohol Counsellor 2 years on maximum (per week)	42.40	44.10	45.90	
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DENTAL ASSISTANTS

Junior Dental Assistant				
At 17 years	386.90	402.40	418.50	
At 18 years	442.60	460.30	478.70	
At 19 years	500.90	520.90	541.70	
At 20 years	559.00	581.40	604.70	
Grade 1				
1st year	729.20	758.40	788.70	
2nd year	746.80	776.70	807.80	
3rd year	763.60	794.10	825.90	
4th year	781.90	813.20	845.70	
Grade 2				
1st year	798.90	830.90	864.10	
2nd year	829.10	862.30	896.80	
3rd year	856.00	890.20	925.80	
4th year	879.60	914.80	951.40	
DENTAL HYGIENIST				
1st year	35,495	36,915	38,392	
2nd year	36,607	38,071	39,594	
3rd year	37,593	39,097	40,661	
4th year	38,544	40,086	41,689	
DENTAL HYGIENIST - UNITED DENTAL HOSPITAL				
2nd year	36,607	38,071	39,594	
3rd year	37,593	39,097	40,661	
4th year	38,544	40,086	41,689	
DENTAL OFFICERS				
Grade 1				
1st year of service	52,779	54,890	57,086	
2nd year of service	56,792	59,064	61,427	
3rd year of service	60,811	63,243	65,773	
4th year of service	64,825	67,418	70,115	
5th year of service	68,840	71,594	74,458	
6th year of service	72,857	75,771	78,802	
7th year of service	76,871	79,946	83,144	
Grade 2				
1st year of service	79,883	83,078	86,401	
2nd year of service	82,888	86,204	89,652	
Grade 3				
1st year of service and thereafter	86,304	89,756	93,346	
Grade 4				
1st year of service and thereafter	89,918	93,515	97,256	

Grade 5				
1st year of service and thereafter	94,938	98,736	102,685	
DENTAL OFFICERS - UNITED DENTAL HOSPITAL				
Grade 1				
1st year of service	52,779	54,890	57,086	
2nd year of service	56,792	59,064	61,427	
3rd year of service	60,811	63,243	65,773	
4th year of service	64,825	67,418	70,115	
5th year of service	68,840	71,594	74,458	
6th year of service	72,857	75,771	78,802	
7th year of service	76,871	79,946	83,144	
Grade 2				
1st year of service	79,883	83,078	86,401	
2nd year of service	82,888	86,204	89,652	
Grade 3				
1st year of service and thereafter	86,304	89,756	93,346	
Grade 4				
1st year of service and thereafter	89,918	93,515	97,256	
Grade 5				
1st year of service and thereafter	94,938	98,736	102,685	
DENTAL SPECIALISTS				
1st year of service	88,913	92,470	96,169	
2nd year of service	92,326	96,019	99,860	
3rd year of service	95,739	99,569	103,552	
4th year of service	99,351	103,325	107,458	
5th year of service	102,966	107,085	111,368	

* For supplementary payment in lieu of private Practice or On-call/Recall Allowance refer to Determination Dental Staff Specialists Part A, B and C.

Deputy Director Dental Services - Westmead	110,999	115,439	120,057	
Director Dental Services - Westmead	135,563	140,986	146,625	
Director Dental Services - Royal Newcastle	106,983	111,262	115,712	
DENTAL SPECIALISTS - UNITED DENTAL HOSPITAL				
1st year of service	88,913	92,470	96,169	
2nd year of service	92,326	96,019	99,860	
3rd year of service	95,739	99,569	103,552	
4th year of service	99,351	103,325	107,458	
5th year of service	102,966	107,085	111,368	
Deputy Director Dental Services	110,999	115,439	120,057	
Director Dental Services	135,560	140,982	146,621	

TRANSFERRED DENTAL OFFICERS/SPECIALISTS AS AT 1/10/86
DENTAL OFFICER

Grade 2 - 2nd year of service	82,888	86,204	89,652	
Grade 4 - 1st year of service	89,918	93,515	97,256	
Grade 5 - 1st year of service	94,938	98,736	102,685	
Specialist - 5th year of service	102,966	107,085	111,368	
DENTAL TECHNICIANS				
Trainee				
Stage 1 - (first 6 months)	516.30	537.00	558.50	
Stage 2 - (6 months to 1 year)	533.90	555.30	577.50	
Stage 3 - (1 year to 18 months)	590.10	613.70	638.20	
Stage 4 - (18 months to 2 years)	611.80	636.30	661.80	
Grade 1				
1st year	798.90	830.90	864.10	
2nd year	829.10	862.30	896.80	
3rd year	856.00	890.20	925.80	
4th year	879.60	914.80	951.40	
5th year	940.30	977.90	1,017.00	
Grade 2				
1st year	940.30	977.90	1,017.00	
2nd year	973.00	1,011.90	1,052.40	
Grade 3				
1st year	1,005.70	1,045.90	1,087.70	
2nd year	1,069.10	1,111.90	1,156.40	
Grade 4				
1st year	1,121.20	1,166.00	1,212.60	
2nd year	1,139.30	1,184.90	1,232.30	
Deputy Chief Dental Technician (Sydney Dental Hospital only)				
1st year	1,223.90	1,272.90	1,323.80	
2nd year	1,267.90	1,318.60	1,371.30	
DENTAL THERAPISTS				
Grade 1 - Dental Therapist				
1st year of service	39,536	41,117	42,762	
2nd year of service	41,460	43,118	44,843	
3rd year of service	43,392	45,128	46,933	
4th year of service	45,315	47,128	49,013	
5th year of service	47,268	49,159	51,125	
6th year of service & thereafter	49,302	51,274	53,325	
Grade 2 - Senior Dental Therapist				
1st year of service	50,322	52,335	54,428	
2nd year of service	52,361	54,455	56,633	
3rd year of service	54,412	56,588	58,852	
4th year of service	56,455	58,713	61,062	

Grade 3 - Dental Therapist Tutor				
1st year of service	52,361	54,455	56,633	
2nd year of service	54,412	56,588	58,852	
3rd year of service	56,455	58,713	61,062	
STUDENT DENTAL THERAPIST				
Dependant Student living at Home				
- under 18 years of age	97.90	101.80	105.90	
- 18 years of age and over	117.80	122.50	127.40	
Dependant Student living away from Home				
- under 18 years of age	161.90	168.40	175.10	
- 18 years of age and over	178.80	186.00	193.40	
Independent Student				
- 16 to 17 years of age	161.90	168.40	175.10	
- 18 to 20 years of age	178.80	186.00	193.40	
- 21 years of age and over	212.10	220.60	229.40	
Independent Student -2nd year	411.90	428.40	445.50	
Community Dental programme Officer	64,300	66,872	69,547	
DENTAL THERAPISTS - UNITED DENTAL HOSPITAL				
Dental Therapist				
1st year of service	39,536	41,117	42,762	
2nd year of service	41,460	43,118	44,843	
3rd year of service	43,392	45,128	46,933	
4th year of service	45,315	47,128	49,013	
5th year of service	47,268	49,159	51,125	
6th year of service	49,302	51,274	53,325	
7th year of service	49,302	51,274	53,325	
8th year of service	49,302	51,274	53,325	
Senior Dental Therapist				
1st year of service	50,322	52,335	54,428	
2nd year of service	52,361	54,455	56,633	
3rd year of service	54,412	56,588	58,852	
4th year of service	56,455	58,713	61,062	
TRANSFERRED DENTAL THERAPIST AS AT 1/10/86				
Grade 1 - Dental Therapist - 6th year	49,302	51,274	53,325	
Grade 3 - Dental Therapist Tutor - 3rd year	56,455	58,713	61,062	

Director of Animal Care - Westmead	1,575.90	1,638.90	1,704.50	
ENVIRONMENTAL HEALTH OFFICERS				
1st year	41,416	43,073	44,796	
2nd year	43,406	45,142	46,948	
3rd year	46,099	47,943	49,861	
4th year	48,693	50,641	52,667	
5th year	51,565	53,628	55,773	
6th year	54,236	56,405	58,661	
7th year	56,504	58,764	61,115	
8th year	58,763	61,114	63,559	
9th year	61,316	63,769	66,320	
10th year - Performance Barrier	64,402	66,978	69,657	
11th year - Performance Barrier	67,485	70,184	72,991	

In order to progress to Year 10 of the scale, an Environmental Health Officer must have:

- (i) completed 12 months service at the salary prescribed on the maximum of the scale; and
- (ii) have demonstrated to the satisfaction of the Corporation by the work performed and the results achieved, the aptitude and qualities of mind warranting such payment.

After 12 months satisfactory work performance on Year 10, the officer will progress to the year 11 rate. Under no circumstances can Environmental Health Officers receive Year 10 or Year 11 rates unless they fulfil these criteria.

SENIOR ENVIRONMENTAL HEALTH OFFICERS

1st year	70,269	73,080	76,003	
2nd year	73,079	76,002	79,042	

TRAINEE ENVIRONMENTAL HEALTH OFFICER

1st year	33,893	35,249	36,659	
2nd year	35,143	36,549	38,011	
3rd year	36,401	37,857	39,371	
4th year	37,652	39,158	40,724	
TRANSFERRED ENVIRONMENTAL HEALTH OFFICERS				
Environmental Health Officer - 35 hrs p/wk				
- 11th year - Performance Barrier	67,485	70,184	72,991	
Senior Environmental Health Officer-35 hrs p/week				
1st year	70,269	73,080	76,003	
2nd year	73,079	76,002	79,042	

HEALTH EDUCATION OFFICERS

HEALTH EDUCATION OFFICER -NON- GRADUATE				
1st year of service	35,932	37,369	38,864	
2nd year of service	38,065	39,588	41,172	
3rd year of service	40,155	41,761	43,431	
4th year of service	42,276	43,967	45,726	
5th year of service	44,288	46,060	47,902	
6th year of service	46,400	48,256	50,186	
7th year of service	48,471	50,410	52,426	
8th year of service	50,829	52,862	54,976	
9th year of service & thereafter	52,947	55,065	57,268	
HEALTH EDUCATION OFFICER -GRADUATE				
1st year of service	41,416	43,073	44,796	
2nd year of service	43,406	45,142	46,948	
3rd year of service	46,099	47,943	49,861	
4th year of service	48,693	50,641	52,667	
5th year of service	51,565	53,628	55,773	
6th year of service	54,236	56,405	58,661	
7th year of service	56,504	58,764	61,115	
8th year of service	58,763	61,114	63,559	
9th year of service & thereafter	61,316	63,769	66,320	

A Graduate Health Education Officer who:

- (i) has completed 12 months service at the salary prescribed on the maximum of the scale;
- (ii) has demonstrated to the satisfaction of the Corporation (or Delegate via Grading Committee) by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate.

On Maximum for 12 months	64,402	66,978	69,657	
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and after 12 months service in receipt of this rate, shall be paid the following rate subject to approval of the Grading Committee.

On Maximum for further 12 months	67,495	70,195	73,003	
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PART-TIME HEALTH EDUCATION OFFICER

Graduate (p/hour)	30.98	32.22	33.51	
Non-Graduate (p/hour)	26.67	27.74	28.88	

SENIOR HEALTH EDUCATION OFFICER- NON- GRADUATE				
1st year of service	55,035	57,236	59,525	
2nd year of service	57,194	59,482	61,861	

SENIOR HEALTH EDUCATION OFFICER - GRADUATE				
1st year of service	67,485	70,184	72,991	
2nd year of service	70,269	73,080	76,003	
3rd year of service	73,079	76,002	79,042	

The ONLY position approved by the Department as Senior Health Education Officer is at Royal Prince Alfred Hospital

Part-time Ethnic Health Worker (p/hour)	26.67	27.74	28.88	
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Part-time Ethnic Day Care Co-ordinator (p/hr)	27.00	28.08	29.20	
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TRANSFERRED HEALTH EDUCATION OFFICERS AS AT 1/10/86				
Health Education Officer - Non-Graduate				
1st year of service	35,932	37,369	38,864	
2nd year of service	38,065	39,588	41,172	
3rd year of service	40,155	41,761	43,431	
4th year of service	42,276	43,967	45,726	
5th year of service	44,288	46,060	47,902	
6th year of service	46,400	48,256	50,186	
7th year of service	48,471	50,410	52,426	
8th year of service	50,829	52,862	54,976	
9th year of service & thereafter	52,947	55,065	57,268	
Health Education Officer - Graduate				
9th year of service	61,316	63,769	66,320	
On Maximum 12 months	64,402	66,978	69,657	
On maximum further 12 months	67,495	70,195	73,003	
Senior Health Education Officer-Non-Graduate				
2nd year	57,194	59,482	61,861	
Senior Health Education Officer-Graduate				
3rd year	73,079	76,002	79,042	

HOSPITAL SCIENTISTS / MEDICAL TECHNOLOGISTS
CHIEF HOSPITAL SCIENTIST

If sole Hospital Scientist in a hospital or in-charge of other Hospital Scientists or trainees at Hospitals having an A.D.A. of occupied beds of:

Less than 200 A.D.A.				
1st year	1,500.00	1,560.00	1,622.40	
2nd year	1,541.60	1,603.30	1,667.40	
3rd year and thereafter	1,593.90	1,657.70	1,724.00	

If in-charge of other Hospital Scientists or trainees at hospitals having an A.D.A. of occupied beds of:

Over 200 A.D.A.				
1st year	1,593.90	1,657.70	1,724.00	
2nd year	1,642.50	1,708.20	1,776.50	
3rd year and thereafter	1,683.80	1,751.20	1,821.20	

ALLOWANCE

Provided that where a Chief Hospital Scientist is the holder of a Fellowship of the Australian Institute of Medical Technology shall be paid an allowance of:

Fellowship of A.I.M.T. (p/week)	41.00	42.60	44.30	
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SENIOR HOSPITAL SCIENTIST (senior medical technologist in-charge of section)

1st year	1,272.60	1,323.50	1,376.40	
2nd year	1,315.20	1,367.80	1,422.50	
3rd year and thereafter	1,351.90	1,406.00	1,462.20	

HOSPITAL SCIENTIST (MEDICAL TECHNOLOGIST)

1st year	816.70	849.40	883.40	
2nd year	847.40	881.30	916.60	
3rd year	899.60	935.60	973.00	
4th year	961.20	999.60	1,039.60	
5th year	1,027.60	1,068.70	1,111.40	
6th year	1,093.00	1,136.70	1,182.20	
7th year	1,146.20	1,192.00	1,239.70	
8th year	1,183.20	1,230.50	1,279.70	

HOSPITAL SCIENTIST (MEDICAL TECHNOLOGIST) - UNITED DENTAL HOSPITAL

1st year	816.70	849.40	883.40	
2nd year	847.40	881.30	916.60	
3rd year	899.60	935.60	973.00	
4th year	961.20	999.60	1,039.60	
5th year	1,027.60	1,068.70	1,111.40	
6th year	1,093.00	1,136.70	1,182.20	
7th year	1,146.20	1,192.00	1,239.70	
8th year	1,183.20	1,230.50	1,279.70	

HOSPITAL SCIENTIST (SCIENTIFIC OFFICER)

1st year	816.70	849.40	883.40	
2nd year	847.40	881.30	916.60	
3rd year	899.60	935.60	973.00	
4th year	961.20	999.60	1,039.60	
5th year	1,027.60	1,068.70	1,111.40	
6th year	1,093.00	1,136.70	1,182.20	
7th year	1,146.20	1,192.00	1,239.70	
8th year & thereafter	1,183.20	1,230.50	1,279.70	

SENIOR OR CHIEF HOSPITAL SCIENTIST (senior scientific officer)

1st year	1,272.60	1,323.50	1,376.40	
2nd year	1,315.20	1,367.80	1,422.50	
3rd year	1,351.90	1,406.00	1,462.20	
4th year	1,500.00	1,560.00	1,622.40	
5th year	1,541.60	1,603.30	1,667.40	
6th year	1,593.90	1,657.70	1,724.00	
7th year	1,642.50	1,708.20	1,776.50	
8th year & thereafter	1,683.80	1,751.20	1,821.20	

ALLOWANCES

Provided that a Senior Hospital Scientist shall not progress beyond the salary prescribed for the third year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the degree of Master of Science of an approved university or has been admitted as a Member of the Australian Association of Clinical Biochemists or holds such qualifications as are deemed equivalent.

Provided further that any Senior Hospital Scientist in receipt of the fourth year of service rate and above or Principal Hospital Scientist who holds the degree of Master of Science or is a Fellow of the Australian Institute of Medical Laboratory Scientists or holds appropriate equivalent qualifications shall be paid the following allowance:

Senior/Principal H.S., Master of Science) (p/wk	43.60	45.30	47.10	
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PRINCIPAL HOSPITAL SCIENTIST (Principal Scientific Officer)

1st year	1,803.90	1,876.10	1,951.10	
2nd year	1,848.90	1,922.90	1,999.80	
3rd year	1,898.70	1,974.60	2,053.60	
4th year	1,943.90	2,021.70	2,102.60	
5th year	1,991.10	2,070.70	2,153.50	
6th year	2,037.60	2,119.10	2,203.90	
7th year	2,084.70	2,168.10	2,254.80	
8th year	2,132.30	2,217.60	2,306.30	
9th year	2,178.70	2,265.80	2,356.40	
10th year & thereafter	2,226.80	2,315.90	2,408.50	

Provided that a Principal Hospital Scientist shall not progress beyond the salary prescribed for the fourth year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the Degree of Doctor of Philosophy of an approved university or has been admitted as a Fellow of the Australian Association of Clinical Biochemists, or holds such qualifications as are deemed equivalent.

TRAINEE HOSPITAL SCIENTIST

1st year	441.80	459.50	477.90	
2nd year	478.00	497.10	517.00	
3rd year	549.80	571.80	594.70	
4th year	630.30	655.50	681.70	
5th year	709.00	737.40	766.90	
6th year	780.90	812.10	844.60	

The Commencing salary of the Trainee Hospital Scientist who on appointment has completed part of a degree course shall be fixed having regard to that part of the course that has been successfully completed.

Provided that each year of full-time or part-time study for an appropriate degree combined with employment as a Trainee Hospital Scientist shall be considered for salary purposes as the equivalent of one year's service in the Trainee Hospital Scientist scale.

HOSPITAL SCIENTIST IN-CHARGE OF SECTION

1st year	1,272.60	1,323.50	1,376.40	
2nd year	1,315.20	1,367.80	1,422.50	
3rd year	1,351.90	1,406.00	1,462.20	

CHIEF HOSPITAL SCIENTIST IN-CHARGE OF LAB

Less than 200 A.D.A.				
1st year	1,500.00	1,560.00	1,622.40	
2nd year	1,541.60	1,603.30	1,667.40	
3rd year	1,593.90	1,657.70	1,724.00	
More than 200 A.D.A.				
1st year	1,593.90	1,657.70	1,724.00	
2nd year	1,642.50	1,708.20	1,776.50	
3rd year	1,683.80	1,751.20	1,821.20	

TRANSFERRED HOSPITAL SCIENTISTS (Scientific Officers)

HOSPITAL SCIENTIST (Scientific Officer) - Oliver Latham Laboratory

5th year	1,027.60	1,068.70	1,111.40	
6th year	1,093.00	1,136.70	1,182.20	
7th year	1,146.20	1,192.00	1,239.70	
8th year & thereafter	1,183.20	1,230.50	1,279.70	

SENIOR OR CHIEF HOSPITAL SCIENTIST (Senior Scientific Officer) - Oliver Latham Laboratory

1st year	66,405	69,061	71,823	
2nd year	68,625	71,370	74,225	
3rd year	70,547	73,369	76,304	
4th year	78,270	81,401	84,657	
5th year	80,443	83,661	87,007	
6th year	83,157	86,483	89,942	
7th year	85,693	89,121	92,686	
8th year & thereafter	87,860	91,374	95,029	

PRINCIPAL HOSPITAL Scientist (Principal Scientific Officer) Oliver Latham Laboratory				
3rd year	1,898.70	1,974.60	2,053.60	
4th year	1,943.90	2,021.70	2,102.60	
5th year	1,991.10	2,070.70	2,153.50	
6th year	2,037.60	2,119.10	2,203.90	
7th year	2,084.70	2,168.10	2,254.80	
8th year	2,132.30	2,217.60	2,306.30	
9th year	2,178.70	2,265.80	2,356.40	
10th year & thereafter	2,226.80	2,315.90	2,408.50	

HOSPITAL SCIENTIST (Scientific Officer) - I.C.P.M.R.				
8th year	1,183.20	1,230.50	1,279.70	

SENIOR HOSPITAL SCIENTIST (Senior Scientific Officer) - I.C.P.M.R.

1st year	1,272.60	1,323.50	1,376.40	
2nd year	1,315.20	1,367.80	1,422.50	
3rd year	1,351.90	1,406.00	1,462.20	
4th year	1,500.00	1,560.00	1,622.40	
5th year	1,541.60	1,603.30	1,667.40	
6th year	1,593.90	1,657.70	1,724.00	
7th year	1,642.50	1,708.20	1,776.50	
8th year & thereafter	1,683.80	1,751.20	1,821.20	

HOSPITAL SCIENTIST (SCIENTIFIC OFFICER) - UNITED DENTAL HOSPITAL

Hospital Scientist (Scientific Officer)

1st year	816.70	849.40	883.40	
2nd year	847.40	881.30	916.60	
3rd year	899.60	935.60	973.00	
4th year	961.20	999.60	1,039.60	
5th year	1,027.60	1,068.70	1,111.40	
6th year	1,093.00	1,136.70	1,182.20	
7th year	1,146.20	1,192.00	1,239.70	
8th year & thereafter	1,183.20	1,230.50	1,279.70	

Senior Hospital Scientist (Senior Scientific Officer)

1st year	1,272.60	1,323.50	1,376.40	
2nd year	1,315.20	1,367.80	1,422.50	
3rd year	1,351.90	1,406.00	1,462.20	
4th year	1,500.00	1,560.00	1,622.40	
5th year	1,542.20	1,603.90	1,668.10	
6th year	1,593.90	1,657.70	1,724.00	
7th year	1,642.50	1,708.20	1,776.50	
8th year & thereafter	1,683.80	1,751.20	1,821.20	

Principal Hospital Scientist (Principal Scientific Officer)

1st year	1,800.70	1,872.70	1,947.60	
2nd year	1,848.90	1,922.90	1,999.80	
3rd year	1,898.70	1,974.60	2,053.60	
4th year	1,943.90	2,021.70	2,102.60	
5th year	1,991.00	2,070.60	2,153.40	
6th year	2,037.60	2,119.10	2,203.90	
7th year	2,084.70	2,168.10	2,254.80	
8th year	2,132.30	2,217.60	2,306.30	
9th year	2,178.40	2,265.50	2,356.10	
10th year & thereafter	2,226.80	2,315.90	2,408.50	

Trainee Hospital Scientist

1st year	428.80	446.00	463.80	
2nd year	463.90	482.50	501.80	
3rd year	533.90	555.30	577.50	

4th year	611.80	636.30	661.80	
5th year	688.50	716.00	744.60	
6th year	758.10	788.40	819.90	

Chief Hospital Scientist

1st year	1,500.00	1,560.00	1,622.40	
2nd year	1,541.50	1,603.20	1,667.30	
3rd year	1,593.90	1,657.70	1,724.00	

LIBRARY STAFF				
Librarian-Grade 1				
Year 1	42,825	44,538	46,320	
Year 2	45,314	47,127	49,012	
Year 3	47,877	49,792	51,784	
Year 4	50,860	52,894	55,010	
Year 5	53,413	55,550	57,772	
Year 6	55,952	58,190	60,518	
Librarian-Grade 2				
Year 1	58,299	60,631	63,056	
Year 2	60,584	63,007	65,527	
Year 3	63,594	66,138	68,784	
Year 4	66,148	68,794	71,546	
Librarian-Grade 3				
Year 1	69,627	72,412	75,308	
Year 2	71,777	74,648	77,634	
Year 3	74,596	77,580	80,683	
Year 4	77,576	80,679	83,906	
Librarian-Grade 4				
Year 1	79,899	83,095	86,419	
Year 2	82,250	85,540	88,962	
Year 3	84,679	88,066	91,589	
Year 4	87,318	90,811	94,443	
Library Assistant				
Year 1	33,496	34,836	36,229	
Year 2	35,547	36,969	38,448	
Year 3	37,775	39,286	40,857	
Year 4	40,590	42,214	43,903	
Year 5	42,089	43,773	45,524	

Library Technician - Grade 1				
Year 1	42,825	44,538	46,320	
Year 2	45,314	47,127	49,012	
Year 3	47,877	49,792	51,784	
Year 4	50,860	52,894	55,010	

MEDICAL OFFICERS

INTERN	46,178	48,025	49,946	
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RESIDENT

1st year	54,127	56,292	58,544	
2nd year	59,533	61,914	64,391	
3rd year	67,429	70,126	72,931	
4th year	73,200	76,128	79,173	

REGISTRAR

1st year	67,429	70,126	72,931	
2nd year	73,200	76,128	79,173	
3rd year	78,995	82,155	85,441	
4th year	84,558	87,940	91,458	

SENIOR REGISTRAR	95,075	98,878	102,833	
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For the purposes of calculation of payments to officers pursuant to the provisions of this award, one hour's pay shall be calculated in accordance with the following formula:

$$\frac{\text{Annual Salary}}{52.17857} \times \frac{1}{38}$$

and one day's pay shall be calculated by multiplying one hour's pay (as calculated in accordance with the above formula) by 7.6

ALLOWANCES

Higher Medical Qualification Allowance (p/wk)	43.16	43.16	43.16	
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The above allowance is paid to officers who obtain an appropriate higher medical qualification subsequent to graduation. It does not apply to an officer appointed as a Senior Registrar.

The salary prescribed for a Senior Registrar has taken into account that a higher medical qualification is a prerequisite for appointment.

Higher medical Qualification after 5 years (p/wk)	21.58	21.58	21.58	
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The qualification allowance is paid when an Officer in his/her fifth and subsequent years of registrar-ship is expected to meet the formal requirements of a higher medical qualification in that year.

PART-TIME MEDICAL OFFICERS

Less than 3 yrs post- graduate experience (p/hr)	39.10	40.70	42.30
More that 3 yrs post- graduate experience (p/hr)	45.60	47.40	49.30
More that 6 yrs post- graduate experience (p/hr)	55.20	57.40	59.70

Provided that no officer may be employed for more than 24 hours in any period of 7 consecutive days.

Formula: Part-time Medical Officer with less than 3 years post-graduate experience = 1st year Registrar divided by 52.17857 divided by 38 plus 15%.

Part-time Medical Officer with more than 3 years post-graduate experience = 3rd year Registrar divided by 52.17857 divided by 38 plus 15%.

Part-time Medical Officer with more than 6 years post-graduate experience = Senior Registrar divided by 52.17857 divided by 38 plus 15%.

TRANSFERRED MEDICAL OFFICERS

Less than 6 yrs post-graduate experience (p/hr)	44.40	46.20	48.00	
6 to less than 10 yrs post graduate exper. (p/hr)	63.90	66.50	69.20	
10 yrs or more post-graduate experience (p/hr)	69.90	72.70	75.60	
Possess Dip. of Psychological (p/hr)	65.70	68.30	71.00	
Dip. of Psychological Medical more than 2 yrs (p/hour)	69.90	72.70	75.60	
Medical Officer-5th Schedule - 10th year	100,004	104,004	108,164	
Community Physician	125,658	130,684	135,911	
MEDICAL RECORDS ADMINISTRATOR				
1st year	40,938	42,576	44,279	
2nd year	42,600	44,304	46,076	
3rd year	44,845	46,639	48,505	
4th year	46,910	48,786	50,737	
5th year	49,035	50,996	53,036	
6th year	51,426	53,483	55,622	
7th year & thereafter	53,598	55,742	57,972	
RESEARCH/ANALYST/SPECIALIST DEPT. OR SECTION	57,138	59,424	61,801	

MEDICAL RECORDS MANAGER

Grade 1	58,890	61,246	63,696	
Grade 2	60,947	63,385	65,920	
Grade 3	63,317	65,850	68,484	
Grade 4	68,343	71,077	73,920	
Grade 5	70,728	73,557	76,499	
Grade 6	73,257	76,187	79,234	
Grade 7	75,966	79,005	82,165	
Grade 8	81,791	85,063	88,466	
COUNTRY REGIONS	70,728	73,557	76,499	

MEDICAL SUPERINTENDENTS

CHIEF EXECUTIVE OFFICER

Level 1	158,296	164,628	171,213	
- 16% Clinical Loading	25,327	26,340	27,394	
Level 2	150,846	156,880	163,155	
- 16% Clinical Loading	24,135	25,101	26,105	
Level 3	143,392	149,128	155,093	
- 16% Clinical Loading	22,943	23,860	24,815	
Level 4	116,106	120,750	125,580	
- 16% Clinical Loading	18,577	19,320	20,093	
Level 5	106,174	110,421	114,838	
- 16% Clinical Loading	16,988	17,667	18,374	

MEDICAL SUPER/DEPUTY CHIEF EXECUTIVE OFFICER

Level 1	150,846	156,880	163,155	
- 16% Clinical Loading	24,135	25,101	26,105	
Level 2	143,392	149,128	155,093	
- 16% Clinical Loading	22,943	23,860	24,815	
Level 3	133,470	138,809	144,361	
- 16% Clinical Loading	21,355	22,209	23,098	
Level 4	106,174	110,421	114,838	
- 16% Clinical Loading	16,988	17,667	18,374	
Level 5	101,210	105,258	109,468	
- 16% Clinical Loading	16,194	16,841	17,515	
DEPUTY MEDICAL SUPERINTENDENT				
Level 1	133,470	138,809	144,361	
- 16% Clinical Loading	21,355	22,209	23,098	
Level 2	116,106	120,750	125,580	
- 16% Clinical Loading	18,577	19,320	20,093	
Level 3	106,174	110,421	114,838	
- 16% Clinical Loading	16,988	17,667	18,374	

ASSISTANT MEDICAL SUPERINTENDENT

Level 1				
- 1st year	111,145	115,591	120,215	
- 16% Clinical Loading	17,783	18,495	19,234	
- 2nd year	116,106	120,750	125,580	
- 16% Clinical Loading	18,577	19,320	20,093	
Level 2				
- 1st year	101,210	105,258	109,468	
- 16% Clinical Loading	16,194	16,841	17,515	
- 2nd year	106,174	110,421	114,838	
- 16% Clinical Loading	16,988	17,667	18,374	
Level 3				
- 1st year	96,261	100,111	104,115	
- 16% Clinical Loading	15,402	16,018	16,658	
- 2nd year	101,210	105,258	109,468	
- 16% Clinical Loading	16,194	16,841	17,515	
Level 4				
- 1st year	86,326	89,779	93,370	
- 16% Clinical Loading	13,812	14,365	14,939	

- 2nd year	91,292	94,944	98,742	
- 16% Clinical Loading	14,607	15,191	15,799	

CLINICAL SUPERINTENDENT

Level 1				
- 1st year	101,210	105,258	109,468	
- 16% Clinical Loading	16,194	16,841	17,515	
- 2nd year	106,174	110,421	114,838	
- 16% Clinical Loading	16,988	17,667	18,374	
Level 2				
- 1st year	96,261	100,111	104,115	
- 16% Clinical Loading	15,402	16,018	16,658	
- 2nd year	101,210	105,258	109,468	
- 16% Clinical Loading	16,194	16,841	17,515	

ALLOWANCES

The qualification allowance shall only apply to those officers who were receiving this allowance as of April, 1986 and have continued to remain in the position held by them as of that date.

Higher Medical Qualification Allowance - where an officer holds a higher medical qualification relevant to his/her hospital work (p/week)	38.66	38.66	38.66	
Diploma Hospital Admin. issued AIHA (p/week)	22.77	22.77	22.77	

Diploma or Degree in Hospital Administration from a University-where the officer has no higher medical qualification, but holds a diploma or degree in Hospital Administration.

(p/week)	22.77	22.77	22.77	
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Hospitals are graded at level indicated below:

Level 1 - Royal Prince Alfred Hospital, Prince Henry/Prince of Wales Hospital Group, Royal North Shore Hospital, The Parramatta Hospitals, Royal Newcastle Hospital

Level 2 - St.Vincents Hospital, Darlinghurst, St.George Hospital, Royal Alexandra Hospital for Children.

Level 3 - Sydney Hospital, Hornsby & Ku-Ring-Gai Hospital, Wollongong Hospital, Bankstown Hospital, Blacktown District Hospital, Gosford Hospital, Liverpool Hospital, Mater Misericordiae Hospital-Waratah, Sutherland Hospital, Royal Hospital for Women, Tamworth Group, Moree Group, Armidale Group, Maitland Group.

Level 4 - Albury Base Hospital, Auburn District Hospital, Balmain District Hospital, Broken Hill & District Hospital, Canterbury Hospital, Cessnock District Hospital, Dubbo Base Hospital, Fairfield District Hospital, Grafton Base Hospital, Lewisham Hospital, Lismore Base Hospital, Mater Misericordiae Hospital-North Sydney, Manning River District Hospital, Mount Druitt Hospital, Nepean District Hospital, Orange Base Hospital, Ryde Hospital, Wagga Wagga Base Hospital Port Kembla District Hospital, Manly District Hospital, St.Margaret's Hospital for Women, Mona Vale District Hospital, Wallsend Hospital, Goulburn Group, Queanbeyan Group, Bega Group, Young Group, Hastings Valley, Group, Macleay Valley Group.

Level 5 - Langton Clinic, Royal Ryde Homes, Griffith Base Hospital, Western Suburbs Hospital, Bathurst District Hospital, Blue Mountains District Anzac Memorial Hospital, Camden Hospital, Lithgow District Hospital, Marrickville District Hospital, Royal South Sydney Hospital, St.Joseph's Hospital - Auburn,

St.Luke's Hospital, Hawkesbury District Hospital, Harbour District Hospital, Campbelltown District Hospital, Rachel Forster Hospital.

Medical Superintendent- Personal-Dr. Hensen	154,185	160,352	166,766	
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MEDICAL ADMINISTRATION TRAINING SCHEME

1st year	82,004	85,284	88,695	
2nd year	86,326	89,779	93,370	
3rd year	96,261	100,111	104,115	
4th year	101,210	105,258	109,468	
5th year	106,174	110,421	114,838	
6th year	111,145	115,591	120,215	
7th year	116,106	120,750	125,580	

Exception of Annual Leave & Clinical Loading Annual Leave entitlement is 4 weeks
No Clinical Loading is payable.

MUSIC THERAPIST - UNQUALIFIED

Junior

16 years and under (p/hour)	11.33	11.78	12.25	
17 years and under (p/hour)	13.12	13.64	14.19	
18 years (p/hour)	14.81	15.40	16.02	
19 years (p/hour)	16.64	17.31	18.00	
20 years(p/hour)	18.58	19.32	20.09	
Adult				
1st year (p/hour)	19.83	20.62	21.44	
2nd year (p/hour)	20.27	21.08	21.92	
3rd year & thereafter (p/hour)	20.66	21.49	22.35	

NURSE COUNSELLORS

Non-Graduate

1st year of service	37,500	39,000	40,560	
2nd year of service	39,270	40,841	42,475	
3rd year of service	41,527	43,188	44,916	
4th year of service	43,613	45,358	47,172	
5th year of service	45,849	47,683	49,590	

Graduate

1st year of service	41,802	43,474	45,213	
2nd year of service	43,809	45,561	47,383	
3rd year of service	46,555	48,417	50,354	
4th year of service	49,032	50,993	53,033	
5th year of service	51,950	54,028	56,189	
6th year of service	54,294	56,466	58,725	
7th year of service	56,516	58,777	61,128	
8th year of service	58,496	60,836	63,269	
9th year of service	61,332	63,785	66,336	

PROJECT MANAGER				
Grade 1				
1st year	64,227	66,796	69,468	
2nd year	65,966	68,605	71,349	
Grade 2				
1st year	68,658	71,404	74,260	
2nd year	70,726	73,555	76,497	
Grade 3				
1st year	73,132	76,057	79,099	
2nd year	75,184	78,191	81,319	
Grade 4				
1st year	77,918	81,035	84,276	
2nd year	79,992	83,192	86,520	
REMEDIAL GYMNAST (QUALIFIED)				
1st year	695.60	723.40	752.30	
2nd year	716.80	745.50	775.30	
3rd year	759.20	789.60	821.20	
4th year	798.90	830.90	864.10	
5th year	839.80	873.40	908.30	
6th year & thereafter	880.30	915.50	952.10	
Sessional Rates (Music Therapists (p/session)*	124.30	129.30	134.50	165.00
Occupational Therapist (per session)*	147.80	153.70	159.80	165.00
Orthoptist (p/session)	124.30	129.30	134.50	165.00
Physiotherapist (p/session)	147.80	153.70	159.80	165.00
Podiatrist (p/session)	147.80	153.70	159.80	165.00
Speech Pathologist (p/session)	147.80	153.70	159.80	165.00
* Session = 3½ hours				
Audiometrist (per hour)	99.40	103.40	107.50	107.50

SEXUAL ASSAULT WORKERS - NON-GRADUATE				
Grade 1				
1st year	35,928	37,365	38,860	
2nd year	38,067	39,590	41,174	
3rd year	40,155	41,761	43,431	
4th year	42,275	43,966	45,725	
5th year	44,287	46,058	47,900	
Grade 2				
1st year	46,400	48,256	50,186	
2nd year	48,468	50,407	52,423	

SOCIAL EDUCATORS

1st year	43,406	45,142	46,948	
2nd year	46,099	47,943	49,861	
3rd year	48,693	50,641	52,667	

4th year	51,564	53,627	55,772	
5th year	54,236	56,405	58,661	
6th year	56,504	58,764	61,115	
7th year	58,764	61,115	63,560	
8th year & thereafter	61,316	63,769	66,320	
PROGRAM DIRECTOR				
1st year	78,089	81,213	84,462	
2nd year	79,899	83,095	86,419	

WELFARE OFFICERS - NON GRADUATE				
Junior				
At less than 19 years	22,177	23,064	23,987	
At 19 years	24,940	25,938	26,976	
At 20 years	27,576	28,679	29,826	
Adult - Grade 1				
1st year	35,928	37,365	38,860	
2nd year	38,067	39,590	41,174	
3rd year	40,155	41,761	43,431	
4th year	42,275	43,966	45,725	
5th year	44,287	46,058	47,900	
Adult - Grade 2				
1st year	46,400	48,256	50,186	
2nd year & thereafter	48,468	50,407	52,423	
ALLOWANCE				
Welfare Officer (Social) 2 years on Maximum (per week)	45.20	47.00	48.90	

2. Delete Part C, List of Awards, and insert in lieu thereof the following:

PART C

LIST OF AWARDS

Public Hospitals (Medical Superintendents) Award
 Public Hospitals (Career Medical Officers) (State) Award
 Public Hospital (Medical Officers) Award
 Hospital Scientists (State) Interim Award
 Public Hospitals Professional Engineers (Biomedical Engineers) (State) Award
 Public Hospitals Librarians (State) Award
 Public Hospital Medical Record Librarians Award
 Public Hospital Dental Assistants (State) Award
 Public Hospital Dental Therapist (State) Award
 Dental Officers (Public Hospitals and Department of Health) (State) Award

4. This variation shall take effect from 30 November 2007.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

HORTICULTURAL INDUSTRY (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C6261, published 30 November 2007

(364 I.G. 639)

CORRECTION

1. For the Serial No. "C5253" appearing in the line under the words "INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES" substitute the following:

C2523

G. M. GRIMSON *Industrial Registrar.*

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HOTEL EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1571 of 2007)

Before Commissioner Cambridge

14 January 2008

REVIEWED AWARD

1. Delete the fourth paragraph of clause 34, Area, Incidence and Duration of the award published 10 May 2002 (333 I.G. 317) and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 14 January 2008.

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

I. W. CAMBRIDGE, Commissioner

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MARGARINE MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2024 of 2007)

Before Commissioner Ritchie

7 December 2007

VARIATION

1. Delete subclause (viii) of clause 2, Rates of Pay of the award published 24 August 2001 (327 I.G. 163), and insert in lieu thereof the following:
 - (viii) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payment; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

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

Classification	Current Rate \$	SWC 2007 Adjustment \$	SWC 2007 Rate \$
Refinery Operator and Process Operator (96%)	579.50	20.00	599.50
Assistant Refinery Operator and Seeding Plant Operator (92.4%)	564.50	20.00	584.50
Assistant Seeding Plant Operator, Assistant Process Plant Operator and Packaging Plant Operator (89%)	554.10	20.00	574.10
All Others (83%)	525.90	20.00	545.90

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Current Amount \$	SWC 2007 Amount \$
1	2(iv)	Removing grease by Anderson Kerrick or similar Steam method per hour	0.43	0.45
2	2(v) (a) 2(v) (b)	Cleaning pits, tanks, vats, sumps and/or drains per hour Continuously employed in the above per week	0.75 17.50	0.78 18.20
3	2(vi)	Clothing Allowance per week	2.30	2.35
4	2(iii)	Leading Hands (per week)		
		(a) in charge of 3 to 6 employees	19.40	20.20
		(b) in charge of 7 to 10 employees	24.20	25.20
		(c) in charge of 11 to 15 employees	28.90	30.10
		(d) in charge of more than 15 employees	36.10	37.50

5	7(i)	Meal Allowance		
		(a) in excess of 1 hour's overtime	8.50	8.80
		(b) in excess of 4 hour's overtime	8.50	8.80
		(c) with notice of overtime	8.50	8.80
6	19	First Aid Allowance per day or shift	2.45	2.55

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

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

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

(482)

SERIAL C6476

**MISCELLANEOUS WORKERS' - KINDERGARTENS AND CHILD
CARE CENTRES, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C5923 published 31 August 2007

(363 I.G. 698)

(No. IRC 3608 of 2006)

CORRECTION

1. Delete the variation published 31 August 2007, (363 I.G.698) and substitute the following:

(482)

SERIAL C5923

**MISCELLANEOUS WORKERS' - KINDERGARTENS AND CHILD
CARE CENTRES, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3608 of 2006)

Before The Honourable Mr Deputy President Harrison

30 July 2007

VARIATION

1. Delete Table 1B, of Part B, Monetary Rates, of the award published 16 June 2006 (359 I.G. 843), and insert in lieu thereof the following:

TABLE 1B

WAGES - SUPPORT WORKER CLASSIFICATIONS

Classification	7 March 2006	Increase SWC 2006 30 July 2007	New Weekly Rate	Increase SWC 2007 1 September 2007
Support Worker	529.40	\$20.00	\$549.40	\$20.00
Support Worker(Qualified Cook)	543.00	\$20.00	\$563.00	\$20.00

2. Delete Table 1C, of Part B, Monetary Rates, and insert in lieu thereof the following:

TABLE 1C

NEW WAGES - CHILD CARE CLASSIFICATIONS IN LONG DAY CARE

Current Award Level	Step	Rate at 28 Aug 05 SWC 2005	New Level	Step	Rate at 7/3/2006	Rate at 1/9/2006	Rate at 1/3/2007	Increase SWC 2006 \$20.00	Rate at 30/7/2007	Increase SWC 2007 \$20.00	Rate at 1/9/2007	Rate at 1/3/2008
CCW	1	524.80	CCW	1	545.79	567.62	590.33	20.00	610.33	20.00	651.28	651.28
CCW	2	529.40	CCW	2	550.58	572.60	595.50	20.00	615.50	20.00	656.65	656.65
CCW	3	533.80	CCW	3	555.15	577.36	600.45	20.00	620.45	20.00	661.77	661.77
CCW	4	538.40	CCW	4	559.94	582.33	605.63	20.00	625.63	20.00	667.12	667.12
Certificate III												
CCW	2	529.40	CCW	5	550.58	572.60	595.50	20.00	615.50	20.00	659.32	673.47
CCW	3	533.80	CCW	5	555.15	577.36	600.45	20.00	620.45	20.00	664.47	673.47
CCW	4	538.40	CCW	5	559.94	582.33	605.63	20.00	625.63	20.00	669.85	673.47
ACCW	1	549.30	ACCW	1	571.27	594.12	617.89	20.00	637.89	20.00	679.82	679.82
ACCW	2	561.30	ACCW	2	583.75	607.10	631.39	20.00	651.39	20.00	693.90	693.90
ACCW	3	572.20	ACCW	3	595.09	618.89	643.65	20.00	663.65	20.00	709.39	716.00
Diploma												
ACCWQ	1	616.50	ACCWQ	1	641.16	666.81	687.94	20.00	707.94	20.00	727.94	727.94
ACCWQ	2	625.60	ACCWQ	2	650.62	676.65	703.71	20.00	723.71	20.00	771.86	802.12
ACCWQ	3	634.80	ACCWQ	3	660.19	686.60	714.06	20.00	734.06	20.00	782.63	840.93
ACCWQ	3	634.80	ACCWQ	4	660.19	686.60	714.06	20.00	734.06	20.00	782.63	882.78
Asst Co-ord												
ACCW	1	549.30	Asst Co-ord		571.27	594.12	617.89	20.00	637.89	20.00	682.60	742.00
ACCW	2	561.30	Asst Co-ord		583.75	607.10	631.39	20.00	651.39	20.00	696.64	742.00
ACCW	3	572.20	Asst Co-ord		595.09	618.89	643.65	20.00	663.65	20.00	709.39	742.00

ACCWQ	1	616.50	Asst Co-ord Qual		641.16	666.81	693.48	20.00	713.48	20.00	761.22	902.40
ACCWQ	2	625.60	Asst Co-ord Qual		650.62	676.65	703.71	20.00	723.71	20.00	771.86	902.40
ACCWQ	3	634.80	Asst Co-ord Qual		660.19	686.60	714.06	20.00	734.06	20.00	782.63	902.40
Co-Ordinator												
Co-Ord Small	1	568.50	Co-ord OOSH	L1	591.24	614.89	639.49	20.00	659.49	20.00	705.06	794.96
Co-Ord Small	2	582.50	Co-ord OOSH	L1	605.80	630.03	655.23	20.00	675.23	20.00	721.44	794.96
Co-Ord Small	3	593.40	Co-ord OOSH	L1	617.14	641.82	667.49	20.00	687.49	20.00	734.19	794.96
Co-Ord Small	1	568.50	Co-Ord LDC	L2	591.24	614.89	639.49	20.00	659.49	20.00	705.06	814.48
Co-Ord Small	2	582.50	Co-Ord LDC	L2	605.80	630.03	655.23	20.00	675.23	20.00	721.44	814.48
Co-Ord Small	3	593.40	Co-Ord LDC	L2	617.14	641.82	667.49	20.00	687.49	20.00	734.19	814.48
Co-Ord Large	1	580.10	Co-Ord LDC	L3	603.30	627.44	652.53	20.00	672.53	20.00	718.63	841.29
Co-Ord Large	2	592.00	Co-Ord LDC	L3	615.68	640.31	665.92	20.00	685.92	20.00	732.56	841.29
Co-Ord Large	3	603.00	Co-Ord LDC	L3	627.12	652.20	678.29	20.00	698.29	20.00	745.42	841.29
Co-Ord Large	1	580.10	Co-Ord LDC	L4	603.30	627.44	652.53	20.00	672.53	20.00	718.63	874.87
Co-Ord Large	2	592.00	Co-Ord LDC	L4	615.68	640.31	665.92	20.00	685.92	20.00	732.56	874.87
Co-Ord Large	3	603.00	Co-Ord LDC	L4	627.12	652.20	678.29	20.00	698.29	20.00	745.42	874.87
Co-Ord Qualified												
Co-Ord Qual Sml	1	643.30	Co-Ord Qual OOSH		669.03	695.79	723.63	20.00	743.63	20.00	792.57	971.25
Co-Ord Qual Sml	2	652.40	Co-Ord Qual OOSH		678.50	705.64	733.86	20.00	753.86	20.00	803.22	971.25
Co-Ord Qual Sml	3	661.60	Co-Ord Qual OOSH		688.06	715.59	744.21	20.00	764.21	20.00	813.98	971.25
Co-Ord Qual Sml	1	643.30	Co-Ord Qual LDC	L2	669.03	695.79	723.63	20.00	743.63	20.00	792.57	990.77
Co-Ord Qual Sml	2	652.40	Co-Ord Qual LDC	L2	678.50	705.64	733.86	20.00	753.86	20.00	803.22	990.77
Co-Ord Qual Sml	3	661.60	Co-Ord Qual LDC	L2	688.06	715.59	744.21	20.00	764.21	20.00	813.98	990.77
Co-Ord Qual Lge	1	662.40	Co-Ord Qual LDC	L3	688.90	716.45	745.11	20.00	765.11	20.00	814.91	1017.58
Co-Ord Qual Lge	2	671.50	Co-Ord Qual LDC	L3	698.36	726.29	755.35	20.00	775.35	20.00	825.56	1017.58
Co-Ord Qual Lge	3	678.70	Co-Ord Qual LDC	L3	705.85	734.08	763.45	20.00	783.45	20.00	833.98	1017.58
Co-Ord Qual Lge	1	662.40	Co-Ord Qual LDC	L4	688.90	716.45	745.11	20.00	765.11	20.00	814.91	1051.16
Co-Ord Qual Lge	2	671.50	Co-Ord Qual LDC	L4	698.36	726.29	755.35	20.00	775.35	20.00	825.56	1051.16
Co-Ord Qual Lge	3	678.70	Co-Ord Qual LDC	L4	705.85	734.08	763.45	20.00	783.45	20.00	833.98	1051.16

3. Delete Table 1D, of Part B, Monetary Rates, and insert in lieu thereof the following:

TABLE 1D

NEW WAGES - CHILD CARE CLASSIFICATIONS IN PRE-SCHOOLS

Current Award Level	Rate at 28 Aug 05 SWC 2005	New Level	Rate at 7/3/2006	Rate at 1/9/2006	Rate at 1/3/2007	Increase SWC 2006 \$20.00	Rate at 30/7/2007	Increase SWC 2007 \$20.00	Rate at 1/9/2007	Rate at 1/3/2008		
	Step		Step									
CCW	1	524.80	CCW	1	545.79	567.62	587.77	20.00	607.77	20.00	627.77	627.77
CCW	2	529.40	CCW	2	550.58	572.60	592.93	20.00	612.93	20.00	632.93	632.93
CCW	3	533.80	CCW	3	555.15	577.36	597.86	20.00	617.86	20.00	637.86	637.86
CCW	4	538.40	CCW	4	559.94	582.33	603.00	20.00	623.00	20.00	643.00	643.00
Certificate III												
CCW	2	529.40	CCW	5	550.58	572.60	595.50	20.00	615.50	20.00	649.11	649.11
CCW	3	533.80	CCW	5	555.15	577.36	600.45	20.00	620.45	20.00	649.11	649.11
CCW	4	538.40	CCW	5	559.94	582.33	605.63	20.00	625.63	20.00	649.11	649.11
ACCW	1	549.30	ACCW	1	571.27	594.12	615.21	20.00	635.21	20.00	655.21	655.21
ACCW	2	561.30	ACCW	2	583.75	607.10	628.65	20.00	648.65	20.00	668.65	668.65
ACCW	3	572.20	ACCW	3	595.09	618.89	643.65	20.00	663.65	20.00	690.00	690.00
Diploma												
ACCWQ	1	616.50	ACCWQ	1	641.16	661.51	661.51	20.00	681.51	20.00	701.51	701.51
ACCWQ	2	625.60	ACCWQ	2	650.62	676.65	703.71	20.00	723.71	20.00	771.86	772.83
ACCWQ	3	634.80	ACCWQ	3	660.19	686.60	714.06	20.00	734.06	20.00	782.63	810.12
ACCWQ	3	634.80	ACCWQ	4	660.19	686.60	714.06	20.00	734.06	20.00	782.63	850.39
Asst Co-ord												
ACCW	1	549.30	Asst Co-ord		571.27	594.12	617.89	20.00	637.89	20.00	682.60	715.00
ACCW	2	561.30	Asst Co-ord		583.75	607.10	631.39	20.00	651.39	20.00	696.64	715.00
ACCW	3	572.20	Asst Co-ord		595.09	618.89	643.65	20.00	663.65	20.00	709.39	715.00

ACCWQ	1	616.50	Asst Co-ord Qual		641.16	666.81	693.48	20.00	713.48	20.00	761.22	869.23
ACCWQ	2	625.60	Asst Co-ord Qual		650.62	676.65	703.71	20.00	723.71	20.00	771.86	869.23
ACCWQ	3	634.80	Asst Co-ord Qual		660.19	686.60	714.06	20.00	734.06	20.00	782.63	869.23
Co-Ordinator												
Co-Ord Small	1	568.50	Co-ord OOSH	L1	591.24	614.89	639.49	20.00	659.49	20.00	705.06	769.33
Co-Ord Small	2	582.50	Co-ord OOSH	L1	605.80	630.03	655.23	20.00	675.23	20.00	721.44	769.33
Co-Ord Small	3	593.40	Co-ord OOSH	L1	617.14	641.82	667.49	20.00	687.49	20.00	734.19	769.33
Co-Ord Small	1	568.50	Co-Ord Pre-Sch	L2	591.24	614.89	639.49	20.00	659.49	20.00	705.06	788.85
Co-Ord Small	2	582.50	Co-Ord Pre-Sch	L2	605.80	630.03	655.23	20.00	675.23	20.00	721.44	788.85
Co-Ord Small	3	593.40	Co-Ord Pre-Sch	L2	617.14	641.82	667.49	20.00	687.49	20.00	734.19	788.85
Co-Ord Large	1	580.10	Co-Ord Pre-Sch	L3	603.30	627.44	652.53	20.00	672.53	20.00	718.63	815.66
Co-Ord Large	2	592.00	Co-Ord Pre-Sch	L3	615.68	640.31	665.92	20.00	685.92	20.00	732.56	815.66
Co-Ord Large	3	603.00	Co-Ord Pre-Sch	L3	627.12	652.20	678.29	20.00	698.29	20.00	745.42	815.66
Co-Ord Large	1	580.10	Co-Ord Pre-Sch	L4	603.30	627.44	652.53	20.00	672.53	20.00	718.63	849.24
Co-Ord Large	2	592.00	Co-Ord Pre-Sch	L4	615.68	640.31	665.92	20.00	685.92	20.00	732.56	849.24
Co-Ord Large	3	603.00	Co-Ord Pre-Sch	L4	627.12	652.20	678.29	20.00	698.29	20.00	745.42	849.24
Co-Ord Qualified												
Co-Ord Qual Sml	1	643.30	Co-Ord Qual OOSH		669.03	695.79	723.63	20.00	743.63	20.00	792.57	938.86
Co-Ord Qual Sml	2	652.40	Co-Ord Qual OOSH		678.50	705.64	733.86	20.00	753.86	20.00	803.22	938.86
Co-Ord Qual Sml	3	661.60	Co-Ord Qual OOSH		688.06	715.59	744.21	20.00	764.21	20.00	813.98	938.86
Co-Ord Qual Sml	1	643.30	Co-Ord Qual Pre-Sch	L2	669.03	695.79	723.63	20.00	743.63	20.00	792.57	958.38
Co-Ord Qual Sml	2	652.40	Co-Ord Qual Pre-Sch	L2	678.50	705.64	733.86	20.00	753.86	20.00	803.22	958.38
Co-Ord Qual Sml	3	661.60	Co-Ord Qual Pre-Sch	L2	688.06	715.59	744.21	20.00	764.21	20.00	813.98	958.38
Co-Ord Qual Lge	1	662.40	Co-Ord Qual Pre-Sch	L3	688.90	716.45	745.11	20.00	765.11	20.00	814.91	985.19
Co-Ord Qual Lge	2	671.50	Co-Ord Qual Pre-Sch	L3	698.36	726.29	755.35	20.00	775.35	20.00	825.56	985.19
Co-Ord Qual Lge	3	678.70	Co-Ord Qual Pre-Sch	L3	705.85	734.08	763.45	20.00	783.45	20.00	833.98	985.19
Co-Ord Qual Lge	1	662.40	Co-Ord Qual Pre-Sch	L4	688.90	716.45	745.11	20.00	765.11	20.00	814.91	1018.77
Co-Ord Qual Lge	2	671.50	Co-Ord Qual Pre-Sch	L4	698.36	726.29	755.35	20.00	775.35	20.00	825.56	1018.77
Co-Ord Qual Lge	3	678.70	Co-Ord Qual Pre-Sch	L4	705.85	734.08	763.45	20.00	783.45	20.00	833.98	1018.77

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

TABLE 2

**ADDITIONAL RATES AND ALLOWANCES
FROM THE FIRST PAY PERIOD COMMENCING ON OR AFTER 30 JULY 2007**

Item No.	Clause No.	Brief Description	Amount \$	Increase SWC 2006	New Amount 30/7/2007 \$	Increase SWC 2007	New Amount 1/9/2007 \$
1	10 (ii)(a)	Broken Shift	53.15 per week	4%	55.30	4%	57.50
			10.61 per day				
2	10 (ii)(b)	Excess Fares	7.45 per week	1.8%	7.60	3.4%	7.85
3	10 (iii)	Uniform: Laundry Allowance	4.15 per week	2.8%	4.25	1.3%	4.30
4	10 (iv)	Cooks Uniforms: Laundry Allowance	6.50 per week	2.8%	6.70	1.3%	6.80
5	10 (vi)(a)	Qualification Allowance Commercial Cookery Basic Certificate	5.25 per week	4%	5.45	4%	5.65
6	10 (vi)(b)	Hotel & Restaurant Cookery Certificate	11.15 per week	4%	11.60	4%	12.05
7	12 (iv)	Meal Money	5.95 per meal	3.2%	6.15	3.2%	6.35
8	10 (ix)	Authorised Supervisor					
		Rate at 1/9/2006	Rate at 1/3/2007	Rate at 30/7/2007	Increase SWC 2007 4% 1/9/2007	Rate at 1/9/2007	Rate at 1/3/2008
		\$		\$		\$	\$
	Weekly	16.76	17.43	18.13		19.61	31.10
	Daily	3.35	3.49	\$3.63		3.92	6.22

5. Delete paragraph (c) of subclause (i) of clause 9, Wages, and insert in lieu thereof the following:

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

6. This variation shall take effect from the beginning of the first full pay period to commence on or after 30 July 2007

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

NSW HEALTH SERVICE HEALTH PROFESSIONALS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2681 of 2006)

Before The Honourable Justice Walton, Acting President
Mr Deputy President Grayson
Commissioner McLeay

30 November 2007

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classification of Health Professionals
4.	Qualifications
5.	Salaries
6..	Sole Practitioner Allowance
7.	Conditions of Service
8.	Dispute Resolution
9.	Anti-Discrimination
10.	Expanded Scope of Practice
11.	No Extra Claims
12.	Translation Arrangements
13.	Personal Regrading
14.	Area, Incidence and Duration

Schedule A - Health Professional Classifications
Schedule B - Classification of Health Professional Positions
Schedule C - Qualification Requirements

PART B

MONETARY RATES

Table 1 - Salary Rates
Table 2 - Sole Practitioner Allowance

2. Definitions

- 2.1. "Complex" professional work denotes work which includes various tasks involving different processes and methods that may be unrelated. It depends on analysis of the subject, phase or issues involved in each assignment and the appropriate course of action may have to be selected from the many alternatives. The work involves conditions and elements that must be identified and analysed to discern interrelationships.

- 2.2. "Critical" professional work means a cornerstone or fundamental decision, requiring the exercise of sound professional judgement of the effects of a decision within a particular professional field.
- 2.3. "Employer" means the Director-General of the Department of Health exercising employer functions on behalf of the Government of New South Wales, and includes a delegate of the Director-General.
- 2.4. "Heads of Departments" are responsible for leading, directing and administering a department and the supervision of staff that work within the department. The staff supervised may include other health professionals and technical and support staff. Heads of Department may have responsibilities across a number of facilities/sites within an Area Health Service.
- 2.5. "Health professional" for the purposes of this award includes employees who possess, as a minimum, a relevant bachelor degree or equivalent qualification, and who are involved in one or more of the following:
- provision of direct clinical and/or professional services to patients
 - planning, co-ordination or evaluation of the delivery of clinical or professional services
 - provision of professional supervision or consultation to other health professionals
 - provision of professional education services to other health professionals
 - management of clinical or professional services providing direct services to patients.

Health professional classifications covered by this Award are listed at Schedule A.

- 2.6. "Novel" professional work encompasses work requiring a degree of creativity, originality, ingenuity and initiative and of a type not normally undertaken in a department or organisational unit within a department. The term may refer to the introduction of a new technology or process used elsewhere.
- 2.7. "NSW Health Service" consists of those person who are employed under Chapter 9, Part 1 of the *Health Services Act 1997* by the Government of NSW in the service of the Crown.
- 2.8. "Professional judgement" involves the application of professional knowledge and experience in defining objectives, solving problems, establishing guidelines, reviewing the work of others, interpreting results and providing and assessing advice or recommendations and other matters which have an element of latitude or decision making.
- 2.9. "Professional knowledge" includes the knowledge of principles and techniques applicable to the profession. It is obtained during the acquisition of professional qualifications and relevant experience.
- 2.10. "Professional supervision" refers to supervision given to subordinate health professionals from the same discipline, which requires the exercise of professional judgement and consists of:
- setting guidelines for the work of the health professional
 - suggesting approaches to the conduct of professional work
 - solving technical problems raised by subordinate health professionals
 - reviewing and sometimes checking the work of other health professionals.
- 2.11. "Union" means the Health Services Union.

3. Classification of Health Professionals

- 3.1. Health professional positions will be classified according to the criteria set out at Schedule B of this Award.

4. Qualifications

- 4.1. The minimum qualification requirements for each health professional classification is set out at Schedule C of this Award.

5. Salaries

- 5.1. Full time employees shall be paid the salaries as set out in Table 1 of Part B - Monetary Rates of this Award.
- 5.2. Minimum commencing salaries at Level 1 are as follows:
- 5.2.1. employees who hold an appropriate degree, or other approved equivalent qualification, requiring three years of full time study shall commence on the Level 1, Year 1 salary
- 5.2.2. employees who hold an appropriate degree, or other approved equivalent qualification requiring more than three years full time study shall commence on the Level 1, Year 2 salary.
- 5.2.3. employees who have completed an undergraduate degree and a Masters degree, or other approved equivalent qualifications requiring more than four years of combined full time study shall commence on the Level 1, Year 3 salary.
- 5.3. Salary progression within Levels 1 - 6 will occur following 12 months satisfactory service.

6. Sole Practitioner Allowance

- 6.1. The sole practitioner allowance is payable to positions at Level 1 or Level 2 where position occupants:
- are the only practitioner of their discipline at the site; and
- are required to exercise independent professional judgement on a day to day basis without ready face to face access to another like professional who has expertise and knowledge relevant to the sole practitioner's discipline for the purpose of providing informal consultation, assistance and advice; or
- undertakes administrative or other related responsibilities that would otherwise not be expected of a Level 1 or Level 2 position.
- 6.2. The sole practitioner allowance is equal to the difference between the maximum Level 2 salary and the minimum Level 3 salary. The current allowance is set out at Table 2 of Part B - Monetary Rates of this Award.

7. Conditions of Service

- 7.1. The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this Award, excepting for those professions identified in clause 7.2.
- 7.2. The Health Employees' Conditions of Employment (State) Award, as varied from time to time, shall apply to Diversional Therapists, and Orthotists/Prosthetists covered by this Award.
- 7.3. The Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

8. Dispute Resolution

- 8.1. The dispute resolution procedures contained in the awards identified in Clause 7 Conditions of Service shall apply.

9. Anti-Discrimination

- 9.1. It is the intention of the parties bound by this award to seek to achieve the object of 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.
- 9.2. 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.
- 9.3. Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 9.4. Nothing in this clause is to be taken to affect:
- 9.4.1. any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 9.4.2. offering or providing junior rates of pay to persons under 21 years of age;
 - 9.4.3. any act or practice of a body established to propagate religion which is exempted under Section 56(d) of the *Anti-Discrimination Act 1977*;
 - 9.4.4. a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 9.5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

Notes:

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

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

10. Expanded Scope of Practice

- 10.1. Should a profession within the coverage of this Award incorporate an expanded scope of practice, the parties agree to discuss the impact of this on the classification structure.

11. No Extra Claims

- 11.1. Subject to Clause 10, Expanded Scope of Practice, there will be no extra claims during the life of this Award.
- 11.2. The salary increases provided by this Award compensate for and extinguish all work value, special case or other claims referable to any period prior to the date of the making of this Award.

12. Translation Arrangements

- 12.1. The translation to the new structure for health professionals covered by this award will be undertaken utilising the following basic principles.

- 12.1.1 Anniversary/incremental date of employees will be retained.
- 12.1.2 Relevant years of service will be counted toward placement on the new salary scale.
- 12.1.3 Employees will be placed into a position in the new structure that is most reflective of their current duties and responsibilities.
- 12.1.4 Any disputes that cannot be resolved at an Area Health Service level should be referred to the Employer and Union for consideration at a peak level committee, which will subsequently make a recommendation to the Area Health Service.
- 12.1.5 Nothing contained in this award shall operate to reduce the wages or conditions of employment available to any employee at the time of the award coming into effect.

13. Personal Regrading

- 13.1 Health professionals at Level 2 may make application to the employer for personal progression to a Senior Clinician Level 3. A Senior Clinician Level 3 may make such an application to progress to Level 4.
- 13.2 An application for personal regrading will need to demonstrate that the health professional is consistently working at a level and undertaking duties that are equivalent to the Level and role being applied for. The applicant must be able to demonstrate that the claimed expertise is being utilised and there is a positive impact on services arising from the work of the applicant.
- 13.3 Such applications must be provided to the direct line manager of the health professional. Applications must be commented upon, including whether it is supported or not and the reasons why, by the direct line manager and another relevant senior professional in the discipline eg Area Advisor.
- 13.4 The application will then be forwarded to Human Resources, who deals with the application on the basis of the information and professional input provided as part of the application, or by Human Resources seeking additional professional input on the application, if this is seen as necessary.
- 13.5 Human Resources will then make a recommendation on the application to the employer, or approved delegate, for final decision. The delegate must be provided with all relevant information on the application.
- 13.6 The date of effect of any approved personal regrading will be the first full pay period on or after the date the application was initially provided to their direct line supervisor.
- 13.7 If an application is declined by the employer, the health professional is to receive written advice at the time of being notified that their application was declined and the grounds and reasons for the decision.
- 13.8 If the health professional wishes to pursue their application, the matter will be referred to a peak level (state-wide) Health Professional Regrading Committee, to be established in consultation between the employer and Union. Such a Committee will meet on a regular or needs basis to consider any such personal regrading applications from across the state and subsequently make recommendations to the relevant approved delegate of the employer.
- 13.9 Any disputes that arise regarding personal regrading applications may be dealt with under the dispute resolution provisions of this Award.
- 13.10 Personal gradings will not automatically transfer with a health professional should they be successful in gaining employment in another position within NSW Health. The transferability of a personal grading must be raised by the health professional as part of the selection process and addressed by the selection panel with the panel making a specific recommendation on transferability. The employer, or approved delegate, will determine whether or not the personal grading will transfer.

14. Area, Incidence and Duration

- 14.1. This Award applies to health professional classifications as defined and employed in the NSW Health Service, excluding the County of Yancowinna.
- 14.2. Except for salary rates, this Award takes effect from 30 November 2007 and shall remain in force for a period of three years.
- 14.3. Salary rates applicable under this Award take effect from the first full pay period on or after 30 November 2007.

SCHEDULE A**HEALTH PROFESSIONAL CLASSIFICATIONS**

Audiologist
Art Therapist
Counsellor
Dietitian
Diversional Therapist
Exercise Physiologist
Genetics Counsellor
Music Therapist
Occupational Therapist
Orthoptist
Orthotist/Prosthetist
Physiotherapist
Play Therapist
Podiatrist
Sexual Assault Worker
Social Worker
Speech Pathologist
Welfare Officer

Provided that additional classifications that the Union has constitutional coverage for may be added to this list as agreed between the Union and the Employer.

SCHEDULE B**CLASSIFICATION OF HEALTH PROFESSIONAL POSITIONS****Level 1**

Health professionals employed at Level 1 are newly qualified employees. Health professionals at this level are beginning practitioners who are developing their skills and competencies.

Level 1 staff are responsible and accountable for providing a professional level of service to the health facility.

Level 1 staff work under discipline specific professional supervision. Level 1 staff exercise professional judgement commensurate with their years of experience, as experience is gained, the level of professional judgement increases and direct professional supervision decreases.

Level 1 staff participate in quality activities and workplace education.

After working as a health professional for 12 months, Level 1 staff may be required to provide supervision to undergraduate student on observational placements and to work experience students.

Commencing rates for Level 1 staff are prescribed in Clause 5 Salaries.

Level 2

Progression to Level 2 from Level 1 is automatic following completion of 12 months satisfactory service at the Level 1 Year 4 salary step.

Level 2 health professionals are expected to have obtained respective new practitioner competencies and to perform duties in addition to those at Level 1.

Health professionals at this level are competent independent practitioners who have at least 3 years clinical experience in their profession and work under minimal direct professional supervision.

Positions at this level are required to exercise independent professional judgement on routine matters. They may require direct professional supervision from more senior staff members when performing novel, complex or critical tasks.

Level 2 staff may be required to supervise Level 1 health professionals and technical and support staff as required.

Level 2 health professionals may be required to teach and supervise undergraduate students, including those on clinical placements.

Positions at this level assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.

Sole Practitioner Allowance

The sole practitioner allowance is only payable in the circumstances prescribed in Clause 6 Sole Practitioner Allowance.

Levels 3 and 4

Positions at Levels 3 and 4 may have a clinical, education or management focus or may have elements of all three features.

Health professionals working in positions at Levels 3 and 4 are experienced clinicians who possess extensive specialist knowledge or a high level of broad generalist knowledge within their discipline. Level 3 and 4 staff demonstrate advanced reasoning skills and operate autonomously with minimum direct clinical supervision. Level 3 and 4 staff provide clinical services to client groups and circumstances of a complex nature requiring advanced practice skills. They are able to apply professional knowledge and judgement when performing novel, complex or critical tasks specific to their discipline.

Staff at this level are expected to exercise independent professional judgement when required in solving problems and managing cases where principles, procedures, techniques and methods require expansion, adaptation or modification.

Level 3 and 4 staff have the capacity to provide clinical supervision and support to Level 1 and 2 health professionals, technical and support staff. Level 3 and 4 staff are involved in planning, implementing, evaluating and reporting on services. Level 3 and 4 staff identify opportunities for improvement in clinical practice, develop and lead ongoing quality improvement activities with other staff.

The expertise, skills and knowledge of a Level 3 or 4 health professional is such that they may have the responsibility of a consultative role within their area(s) of expertise. Level 3 and 4 staff may also conduct clinical research and participate in the provision of clinical in-service education programs to staff and students.

Level 3 and 4 staff may be required to manage specific tasks or projects.

Roles that may be undertaken at Levels 3 and 4 include, but are not limited to, the following:

Senior Clinician

The employer will establish Senior Clinician positions at Level 3 or Level 4 as it deems appropriate based on the needs of the service.

Health professionals at Level 2 may also make application to the employer for personal progression to a Senior Clinician Level 3. A Senior Clinician Level 3 may make such an application to progress to Level 4. Such personal progression will be via the process prescribed in Clause 13 - Personal Regrading.

Senior Clinician Level 3

Level 3 Senior Clinicians include the following:

A health professional who has a recognised clinical specialty within their discipline and works in an area that requires high levels of clinical expertise and knowledge in that specialty.

A health professional with generalist skills who would usually work in a regional or rural area and would possess high level clinical skills enabling them to work across a range of clinical areas within their discipline.

A Level 3 Senior Clinician may have an operational/supervisory role in a small facility. This would be under the direction of a Department Head with responsibilities across a zone, region or cluster.

Senior Clinician Level 4

In addition to applying high level clinical skills as expected for a Senior Clinician, Level 4 Senior Clinicians may be specialists or generalists as follows:

A Level 4 Senior Clinician's expertise in their area of specialty is such that they provide a consultancy service in their speciality area across an Area, geographic region or clinical network.

A Level 4 Senior Clinician's breadth of knowledge and expertise in general practice is such that they provide a consultancy service on a range of clinical areas within their discipline across an Area, geographic region or clinical network. A generalist Level 4 Senior Clinician would usually work in a rural or regional area.

Level 4 Senior Clinicians provide advice to service managers on clinical service delivery development, practice and redesign. A Level 4 Senior Clinician will have the ability to assist and provide guidance to service managers in the development of clinical services in response to demand and client needs. Level 4 Senior Clinicians make a contribution to education activities related to their area of expertise.

Deputy Department Head

Deputy to a Department Head at Level 5 as well as maintaining a clinical load - Level 3.

Deputy to a Department Head at Level 6, as well as maintaining a clinical load - Level 4.

Whilst the criteria for a Deputy Department Head will generally rely upon the Level of the Department Head, this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff supervised to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Unit Head or Team Leader

A unit head or team leader is responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network. The work involves supervision of other health professionals or other technical and support staff as well as a clinical load.

Up to 5 other full time equivalent health professionals or other technical or support staff providing clinical input - Level 3

More than 5 - 10 other full time equivalent health professionals or other technical or support staff providing clinical input - Level 4

The criteria for a unit head or team leader will generally rely upon the number of full time equivalent (FTE) health professionals or other technical or support staff supervised, although this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff supervised to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Department Head (Level 4)

Where the department contains up to 5 full time equivalent health professionals or other technical or support staff providing clinical input Department Heads at Level 4 are also required to maintain a clinical load

The criteria for a Department Head will generally rely upon the number of full time equivalent (FTE) health professionals or other technical and support staff within a department. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Student Educator - (Level 4)

A student educator is responsible for the discipline specific clinical supervision, teaching and co-ordination of educational activities for students on clinical placements within one or more health facilities. This involves liaison with education providers regarding educational outcomes of the clinical placement and student education and placement quality evaluation within an area, region, network or zone. The work may include contributing to discipline workforce research or clinical placement improvement initiatives.

A student educator may also be required to undertake research into adult education principles, models of best practice in training and education and training program development as required, in order to support and improve the delivery of training to students.

The student educator may also have a clinical load.

Levels 5 and 6

Positions at Levels 5 and 6 may have a clinical, education or management focus or may have elements of all three features.

Positions at Levels 5 and 6 deliver and/or manage and direct the delivery of services in a complex clinical setting.

Staff at this level perform novel, complex and critical discipline specific clinical work with a high level of professional knowledge and by the exercise of substantial professional judgement.

Health professionals at this level would undertake work with significant scope and/or complexity and/or undertake professional duties of an innovative, novel and/or critical nature without direction.

Work is usually performed without direct supervision with a discretion permitted within the boundaries of broad guidelines to achieve organisational goals.

Roles that may be undertaken at Levels 5 and 6 include, but are not limited to, the following:

Department Head

Department Heads at these levels may also be required to maintain a clinical load

Where the department contains more than 5 - 15 other full time equivalent health professionals or other technical and support staff providing clinical input - Level 5

Where the department contains more than 15 - 25 other full time equivalent health professionals or other technical and support staff providing clinical input - Level 6

The criteria for a Department Head will generally rely upon the number of full time equivalent (FTE) health professionals or other technical and support staff within a department. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Deputy Department Head

Deputy to a Department Head at Level 7, Grade 1, as well as maintaining a clinical load - Level 5

Deputy to a Department Head at Level 7, Grade 2, as well as maintaining a clinical load - Level 6.

The criteria for a Deputy Department Head will generally rely upon the Level of the Department Head. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Unit Head or Team Leader

A unit head or team leader is responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network. The work involves supervision of other health professionals or technical or support staff as well as a clinical load.

More than 10 - 20 other full time equivalent health professionals or other technical or support staff providing clinical input - Level 5

More than 20 - 30 other full time equivalent health professionals or other technical or support staff providing clinical input - Level 6

The criteria for a unit head or team leader will generally rely upon the number of full time equivalent health professionals or other technical or support staff supervised, although this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Health Professional Educator (Level 5)

This position facilitates learning and professional development for health professionals, technical and support staff. The Health Professional Educator may work across a geographic region, zone or clinical network. The Health Professional Educator is responsible for the design, development, delivery and evaluation of education programs including continuing professional education, new graduate orientation and general staff development courses. The role may also entail instructional design and research into education best practice to support ongoing learning and development of clinical staff.

Clinical Specialist (Level 6)

Discipline specific clinical specialists are recognised as experts in their field at an advanced level of clinical expertise and practice.

This advanced level of expertise will be demonstrated by the fact that the health professional:

has extensive experience in their field of expertise; and

R50 is actively contributing to their clinical field of expertise by presenting papers at conferences and contributing to peer reviewed journals

A clinical specialist will possess

clinically relevant post graduate qualifications; or

have gained peer recognition by a panel of discipline colleagues, professional association or professional registration body in the relevant clinical speciality area; or

a substantive academic conjoint appointment.

In recognition of their superior clinical expertise, a position at this level is responsible for quality assurance, development of better practice and clinical research within a facility and is actively involved in teaching staff and students in their field of expertise. The clinical specialist also has responsibility for education support to other clinicians in the management of patients requiring ongoing specialist treatment in a geographic network, region or zone. Clinical specialists will also participate on relevant high level committees. A clinical specialist can also undertake, dependent on workloads, specific supervisory, management or educative roles.

Level 7

Positions at Level 7 are managers, leaders or deputy managers of large units, teams or departments.

The work requires considerable co-ordination and the position is responsible for human, physical and financial resources. The position contributes directly to the development of policy for the work area and must have a sound understanding of the broader policy and strategic context.

Programs, strategies and priorities are generally decided at a higher management level but positions at this level have the authority to decide how to achieve results within the limits of available resources.

Decisions at this level have direct consequences on the achievement of results for the area for which the position is responsible.

Level 7 positions may maintain a clinical load or may be required to provide an expert speciality consultancy role in their area of expertise.

The size and complexity of the areas managed and the consequent impact on the nature of the work and are reflected in the different grading of positions as follows:

Deputy Department Head

Deputy to a Department Head at Level 7, Grade 3, as well as maintaining a clinical load - Level 7, Grade 1.

Whilst the criteria for a Deputy Department Head will generally rely upon the Level of the Department Head, this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Unit Head or Team Leader

A unit head or team leader is responsible for the professional leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network. The work involves supervision of other health professionals or technical or support staff.

More than 30 - 45 other full time equivalent health professionals or technical and other staff providing clinical input - Level 7, Grade 1

More than 45 - 60 full time equivalent health professionals or technical and other staff providing clinical input - Level 7, Grade 2

The criteria for a unit head or team leader will generally rely upon the number of full time equivalent (FTE) health professionals or technical and other support staff supervised, although this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Department Head

Where the department contains more than 25 - 40 other full time equivalent health professionals or technical and other support staff providing clinical input - Level 7, Grade 1

Where the department contains more than 40 - 55 other full time equivalent health professionals or technical and other support staff providing clinical input - Level 7, Grade 2

Where the department contains more than 55 other full time equivalent health professionals or technical and other support staff providing clinical input - Level 7, Grade 3

The criteria for a Department Head will generally rely upon the number of full time equivalent (FTE) health professionals or other support staff within a department. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Level 8 - Discipline Specific Director/Advisor

Positions at this level lead, direct, co-ordinate and provide strategic advice on major functions or work areas within an Area Health Service, a geographic region, zone or clinical network. Positions at this level will make a major contribution towards the development and achievement of the strategic directions of the Area Health Service. They have significant responsibility for the resources under their control.

Discipline Directors/Advisors will exercise a high degree of independence in the determination of overall workforce and clinical service strategies, priorities, work standards and the allocation of resources.

The position will make independent decisions related to area wide expert practice in their field and will be responsible for outcomes for clients and the organisation from the practice of other health professionals and staff. The position participates in strategic management and service development decisions.

The position requires expert professional knowledge of methods, principles and practice and skills across client groups and work areas.

Positions at this level are required to apply senior strategic processes in the management of departmental resources and services.

Positions at this level have a combination of operational and strategic roles as follows:

has professional responsibility with regard to strategic workforce and service development and professional practice across an Area Health Service, a geographic region, zone or clinical network

provides professional co-ordination and leadership across an Area Health Service, a geographic region, zone or clinical network to department heads

acts as a central point of contact for strategic consultation and liaison with Senior Executive management and the Area Allied Health Director/Advisor

may have a dual role of department head

may be required to provide an expert speciality consultancy role in their area of expertise

may be involved in the provision of relevant clinical or leadership training, management development and/or mentoring to staff within the Area Health Service, geographic region, zone or clinical network.

The varying size and complexity of disciplines and the scope of the Discipline Director/Advisor positions and the consequent impact on the nature of the work are reflected in the different grading of positions as follows:

Where the area of responsibility includes up to 25 full time equivalent health professionals or technical and other support staff providing clinical input - Level 8, Grade 1

Where the area of responsibility includes more than 25 - 55 full time equivalent health professionals or technical and other support staff providing clinical input - Level 8, Grade 2

Where the area of responsibility includes more than 55 - 100 other full time equivalent health professionals or technical and other support staff providing clinical input - Level 8, Grade 3

Where the area of responsibility includes more than 100 other full time equivalent health professionals or technical other support staff providing clinical input - Level 8, Grade 4.

The criteria for a Discipline Director/Advisor positions will generally rely on the number of full time equivalent health professionals or technical and other support staff within the area of responsibility. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

SCHEDULE C

QUALIFICATION REQUIREMENTS

Audiologist

Must hold a Masters degree in clinical audiology which provides eligibility for full membership of the Audiological Society of Australia, or other qualification deemed equivalent by the employer.

Art Therapist

Must hold a Masters degree in art therapy which provides eligibility for professional membership of the Australia and New Zealand Art Therapy Association, or other qualification deemed equivalent by the employer.

Counsellor

Must hold as a minimum a bachelor degree in counselling or a related field, or other qualification deemed equivalent by the employer.

Dietitian

Must hold a bachelor or post graduate degree in nutrition and dietetics that provides eligibility for full membership of the Dietitians Association of Australia, or other qualification deemed equivalent by the employer.

Diversional Therapist

Must hold a health science or applied science bachelor degree in leisure, recreation or diversional therapy recognised by the Diversional Therapy Association of Australian National Council, or other qualification deemed equivalent by the employer.

Exercise Physiologist

Must hold a bachelor degree in exercise and sports science, or other qualification deemed equivalent by the employer.

Genetics Counsellor

Must have an undergraduate degree in a non-nursing, non-medical discipline and in addition hold a post graduate qualification in genetic counselling or have attained Part I certification in genetics counselling from the Human Genetics Society of Australasia.

Music Therapist

Must hold as a minimum a bachelor or post graduate degree in music therapy which provides eligibility for registration with the Australian Music Therapy Association, or other qualification deemed equivalent by the employer.

Occupational Therapist

Must hold as a minimum a bachelor or post graduate degree in occupational therapy which provides eligibility for membership with the Australian Association of Occupational Therapists, or other qualification deemed equivalent by the employer.

Orthoptist

Must hold as a minimum a bachelor or post graduate degree in Orthoptics which provides eligibility for registration with the Australian Orthoptic Board, or other qualification deemed equivalent by the employer.

Orthotist/Prosthetist

Must hold as a minimum a bachelor degree in prosthetics and/or orthotics which provides eligibility for membership of the Australian Orthotic Prosthetic Association, or other qualification deemed equivalent by the employer.

Physiotherapist

Must hold qualifications approved by the New South Wales Physiotherapists' Registration Board for registration under the *Physiotherapists Act 2001*.

Play Therapist

Must hold a bachelor of early childhood, primary teaching or a related field that includes two years study in child development, or other qualification deemed equivalent by the employer.

Podiatrist

Must hold qualifications approved by the New South Wales Podiatrists' Registration Board for registration under the *Podiatrists Act 1989*.

Sexual Assault Worker

Must hold as a minimum a bachelor degree in a relevant field such as counselling or other qualification deemed equivalent by the employer.

Social Worker

Must hold as a minimum a bachelor degree in social work which provides eligibility for membership of the Australian Association of Social Workers, or other qualification deemed equivalent by the employer.

Speech Pathologist

Must hold a bachelor or post graduate degree in speech pathology which provides eligibility for membership of Speech Pathology Australia, or other qualification deemed equivalent by the employer.

Welfare Officer

Must hold a minimum of a bachelor degree in a relevant field eg community welfare, or other qualification deemed equivalent by the employer.

PART B
MONETARY RATES

Table 1 - Salaries

Level	Year or Grade	Rates of Pay - Effective from the first full pay period on or after 30/11/2007
Level 1	Year 1	\$46,089
	Year 2	\$47,825
	Year 3	\$50,771
	Year 4	\$54,260
Level 2	Year 1	\$58,004
	Year 2	\$61,683
	Year 3	\$64,685
	Year 4	\$66,774
Level 3	Year 1	\$71,820
	Year 2	\$74,224
Level 4	Year 1	\$77,935
	Year 2	\$79,883
Level 5	Year 1	\$83,877
	Year 2	\$85,974
Level 6	Year 1	\$90,237
	Year 2	\$92,530
Level 7	Grade 1	\$97,156
	Grade 2	\$102,013
	Grade 3	\$107,114
Level 8	Grade 1	\$102,013
	Grade 2	\$107,114
	Grade 3	\$112,470
	Grade 4	\$118,093

Table 2 - Sole Practitioner Allowance

Sole Practitioner Allowance	Allowance payable effective the first full pay period on or after 30/11/2007
Per annum	\$5,046

M. J. WALTON *J, Acting President.*
J. P. GRAYSON *D.P.*
J. McLEAY, Commissioner.

Printed by the authority of the Industrial Registrar.

NURSES' (PRIVATE SECTOR) TRAINING WAGE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2223 of 2007)

Before Commissioner Bishop

29 January 2008

VARIATION

1. Delete paragraph (iv) of subclause (a) in clause 7, Wages, of the award published 2 August 1996, (294 I.G. 77), as varied, and insert in lieu thereof the following:
 - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2006 and 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and /or
 - (b) award wage increases since 29 May 1991 other than safety net, State wage Case, and minimum rates adjustments.
2. Delete Table 1 - Monetary Rates for Trainees, and Table 2 - Monetary Rates for School Based Traineeships, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Monetary Rates For Trainees

	Highest Year of Schooling Completed Skill Level A		
	Full Pay Period On or after 29 January 2008		
	Year 10	Year 11	Year 12
School Leaver	237.00	261.00	313.00
1 year out of school	261.00	313.00	364.00
2 years out of school	313.00	364.00	424.00
3 years out of school	364.00	424.00	485.00
4 years out of school	424.00	485.00	
5 years out of school	485.00		

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

Table 2 - Monetary Rates For School Based Traineeships

	Year of Schooling	
	First Full Pay Period on or after 29 January 2008	
	Year 11	Year 12
School Based Traineeship Skill Level A	237.00	261.00

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

3. This variation shall take effect from the first full pay period on or after 29 January 2008.

E. A. R. BISHOP, Commissioner

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PASTRYCOOKS (SPECIFIED WHOLESALERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1642 of 2007)

Before Commissioner McLeay

27 November 2007

REVIEWED AWARD

1. Delete the words "6 months continuous service" in subclause (i) and (ii) of clause 4, Occupational Superannuation, of the award published 14 September 2001 (327 I.G. 819), and insert in lieu thereof the following:

"6 months' continuous service"
2. Delete the words "of the fund; Provided further" in subclause (vi) of clause 4, and insert in lieu thereof the following:

"of the fund; provided further"
3. Delete the words "7 days notice" in subclause (vi) of clause 5, Hours of Work, and insert in lieu thereof the following:

"7 days' notice"
4. Delete the words "7.6 hours wages payment" in subclause (iv) of clause 6, Hours Payments/Rostered Days Off, and insert in lieu thereof the following:

"7.6 hours' wages payment"
5. Delete the words "apply as 7.6 hours wages payment" in subclause (v) of clause 6, and insert in lieu thereof the following:

"apply as 7.6 hours' wages payment"
6. Delete the words "without 7 days notice: Provided that" in subclause (i) of clause 7, Payment of Wages, and insert in lieu thereof the following:

"7 days' notice; provided that"
7. Delete the words "7 days notice" in subclause (ii) of clause 7, and insert in lieu thereof the following:

"7 days' notice"
8. Delete the words "the employee): Provided that" in subparagraph (2) of paragraph (b) of subclause (ii) of clause 8, Leave, and insert in lieu thereof the following:

"the employee); provided that"
9. Delete the words "three days Bereavement Leave" in paragraph (a) of subclause (iii) of clause 8, and insert in lieu thereof the following:

"three days' Bereavement Leave"

10. Delete the words "three days leave" in the second paragraph (a) of clause 8, and insert in lieu thereof the following:

"three days' leave"
11. Delete the words "employers agreement" in paragraph (d) of subclause 3. of clause 9, Personal/Carer's Leave, and insert in lieu thereof the following:

"employer's agreement"
12. Delete the words "employee: Provided that" in subclause (ii) of clause 12, Meal Breaks and Refreshments, and insert in lieu thereof the following:

"employee; provided that"
13. Delete the words "Employees genuinely" in paragraph (a) of subclause (ii) of clause 15, Enterprise Agreements, and insert in lieu thereof the following:

"Employee(s) genuinely"
14. Delete the words "of the employees" in paragraph (d) of subclause (ii) of clause 15, and insert in lieu thereof the following:

"of the employee(s)"
15. Delete the words "restructuring of jobs: Provided that" in paragraph (b) of subclause (i) of clause 16, Introduction of Change, and insert in lieu thereof the following:

"restructuring of job; provided that"
16. Delete the words "following manner" in subclause (i) of clause 17, Disputes Procedure, and insert in lieu thereof the following:

"following manner:"
17. Delete subclause (d) and (e) of clause 20, Area, Incidence and Duration, and insert in lieu thereof the following:
 - (d) This award was reviewed on 27 November 2007 pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 27 November 2007.
 - (e) This award remains in force until varied or rescinded, the period for which it was made already having expired.
18. Delete the words "After 6 month's service" in subclause (n) of clause 6, Allowances, in Part 2, and insert in lieu thereof the following:

"After 6 months' service"

J. McLEAY, Commissioner

PROFESSIONAL SURVEYORS (PRIVATE INDUSTRY) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), Industrial Organisation of Employees.

(No. IRC 2104 of 2007)

Before Commissioner Cambridge

6 December 2007 and 15 February 2008

VARIATION

1. Delete subclause 4.5 of clause 4, Salaries and Classifications, of the award published 12 January 2001 (321 I.G. 569), and insert in lieu thereof the following:
 - 4.5 The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments."
2. Delete subclauses 10.8 and 10.9 of clause 10, Overtime, Sundays and Public Holiday Work, and insert in lieu thereof the following:
 - 10.8 An employee required to work beyond two hours after the usual finishing time of work shall be paid a meal allowance of \$7.52 for the meal and for each subsequent meal, or be provided with an adequate meal.
 - 10.9 An employee required to work on a Sunday or public holiday for more than four hours shall either be supplied with a meal by the employer or paid \$7.52 for the meal taken during the first and/or subsequent crib break.
3. Delete subclause 19.2, of clause 19, Travelling Expenses and Travelling Time, and insert in lieu thereof the following:
 - 19.2 If an employee is directed to work at a place other than his/her usual place of employment the fares which shall be payable under this clause shall be such as to enable him/her to travel economy class, where available. However, air travel shall be economy class. In the case of economy air travel an allowance of \$7.52 shall be paid for each meal period occurring during the duration of the travel provided the employee did not receive a meal in flight for each period concerned.
4. Delete clause 21, Vehicle Allowance, and insert in lieu thereof the following:

21. Vehicle Allowance

In cases where it is mutually agreed that an employee will be required to use their private vehicle on the employer's business on a casual or incidental basis, an employee shall be paid the following rates where applicable:

Vehicles up to and including 2000 cc	47.81 cents per kilometre
Vehicles over 2000 cc	65.93 cents per kilometre
Four wheel drive vehicles	77.81 cents per kilometre

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

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Total Full-Time Award Rate Per Week \$	Full-time and Part- Time Hourly Rate \$	Casual Hourly Rate \$
Group A Graduate Surveyors			
1st Year	708.50	18.64	22.37
2nd Year	731.40	19.25	23.10
3rd Year	752.20	19.79	23.75
4th Year	773.10	20.34	24.41
5th Year	793.90	20.89	25.07
Registered Surveyors			
1st Year	814.80	21.44	25.73
2nd Year	833.70	21.94	26.33
3rd Year	852.50	22.43	26.92
4th Year	894.20	23.53	28.24
Group B Professional Surveyors	936.00	24.63	29.56
Group C Professional Surveyors	1061.10	27.92	33.51

6. This variation shall take effect from the beginning of the first full pay period to commence on or after 20 March 2008.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

**PUBLIC HOSPITAL (PHYSIOTHERAPISTS, OCCUPATIONAL
THERAPISTS AND SPEECH PATHOLOGISTS) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2681 of 2006)

Before Mr Deputy President Grayson

12 December 2007

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Public Hospital (Physiotherapists, Occupational Therapists and Speech Pathologists) (State) Award published 24 February 2006 (357 I.G. 335) as varied, be rescinded on and from 30 November 2007.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITAL SOCIAL WORKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2681 of 2006)

Before Mr Deputy President Grayson

12 December 2007

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Public Hospital Social Workers (State) Award published 24 March 2006 (358 I.G. 350) as varied, be rescinded on and from 30 November 2007.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITALS (PROFESSIONAL AND ASSOCIATED STAFF) CONDITIONS OF EMPLOYMENT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2681 of 2006)

Before Mr Deputy President Grayson

12 December 2007

VARIATION

1. Delete the Arrangement of the award published 3 March 2006 (357 I.G. 708) the following new clause numbers and subject matters:

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Hours
3.	Roster of Hours
4.	Climatic and isolation allowance
5.	Part-time Employees
6.	Board and Lodging
7.	Relieving Other Members of Staff
8.	Overtime
8A.	On Call - Physiotherapists, Occupational Therapists and Speech Pathologists
8B.	On Call Allowance - Social Workers and Sexual Assault Workers
8C.	Call-Out Allowance - Social Workers and Sexual Assault Workers
9.	Penalty Rates for Shift Work and Weekend Work
10.	Meals
11.	Public Holidays
12.	Annual Leave
13.	Long Service Leave
14.	Sick Leave
15.	Payment and Particulars of Salary
16.	Termination of Employment
17.	Accommodation and Amenities
18.	Inspection of Lockers of Officers
19.	Uniforms and Protective Clothing
20.	Promotions and Appointments
21.	New Positions
22.	Notice Board
23.	Mobility, Excess Fares and Travelling
24.	Disputes
25.	Family and Community Services Leave and Personal/Carer's Leave
26.	General Conditions
27.	Maternity, Adoption and Parental Leave
28.	Union Representative
29.	Blood Count

30. Exemptions
31. Leave Reserved
32. Anti-Discrimination
33. Redundancy-Managing Displaced Employees
34. Labour Flexibility
35. Salary Packaging
36. Salary Sacrifice to Superannuation
37. Reasonable Hours
38. No Extra Claims
39. Induction and Orientation
40. Area, Incidence and Duration

2. Insert after clause 8, Overtime, the following new clauses:

8A. on Call - Physiotherapists, Occupational Therapists and Speech Pathologists

- (i) This clause applies only to staff classified as Physiotherapists, Occupational Therapists and Speech Pathologists under the NSW Health Service Health Professionals (State) Award.
- (ii) An "on call period" is a period during which an officer is required by the hospital where he or she is employed to be on call.
- (iii) For the purposes of calculation of payment of on-call allowances and for call back duty, an on call period shall not exceed 24 hours.
- (iv) An officer shall be paid for each on call period, at the option of the employer, either an allowance per on call period or an on call allowance per week. The on call allowances are set out in Item 8 of Table 1.

8B. On Call Allowance - Social Workers and Sexual Assault Workers

- (i) This clause applies only to staff classified as Social Workers and Sexual Assault Workers under the NSW Health Service Health Professionals (State) Award or under any other Determination.
- (ii) An "on call period" is a period during which an officer including part-time officers is required by the hospital where he/she is employed, to be on call in accordance with subclause (iii) of this clause.
- (iii) Officers, including part-time officers, rostered to be "on call" and to provide a telephone counselling service during period of such "on call" shall be entitled to payment at the rate of one-third of the officer's normal pay for each hour of performing the above duty, provided that there shall be a maximum payment in respect of each "on call" period of two and one-half hours' pay. Provided that "on call" periods -
 - (a) which commence on or after 9.00am Saturday and finish on or before 9.00am Monday should not exceed 12 hours;
 - (b) which commence on or after 9.00am Monday and finish on or before 9.00am Saturday should not exceed 16 hours; and
 - (c) where "on call" periods outlined in paragraphs (a) and (b) of this clause exceed the maximum allowed therein then such period in excess shall attract additional payment at the rate outlined in this subclause to a maximum of two and one-half hours' pay.

8C. Call Out Allowance - Social Workers and Sexual Assault Workers

- (i) This clause applies only to staff classified as Social Workers and Sexual Assault Workers under the NSW Health Service Health Professionals (State) Award or under any other Determination.

- (ii) "Call out" is the period over which an officer including part-time officers is required by the hospital to return to duty. For the purpose of this definition, call out shall only apply to on call and unrostered time periods.
- (iii) Officers including part-time officers who are recalled to duty outside normal hours shall be paid a minimum of three hours at the appropriate overtime rate for each recall to duty subject to:
 - (a) Where an officer is recalled to duty more than once in any one day, and the second or subsequent recalls commence within the period of the preceding recall for which payment would have been made under the minimum payment provision, payment for such recalls shall be made as follows:
 - (1) A minimum payment as for three hours' work at the appropriate overtime rate shall be made in respect of the last recall.
 - (2) Payment shall be calculated as if the officer had been continuously engaged on overtime from the commencement of work on the first recall until the expiry of the period in (1) above or completion of the work for which he/she had been recalled on the last occasion, whichever is the later.
 - (b) Where an officer is recalled to duty more than once in any one day, and the second or subsequent recall does not commence within the period for which payment will be made under the minimum payment provision, the minimum payment for each such recall shall be as for three hours' work at the appropriate overtime rate.

An officer, including part-time officers, where recalled to work as prescribed in subclause (ii) of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from his/her place of work in accordance with clause 23, Mobility, Excess Fares and Travelling, of this Award.

Where officers are recalled to work as prescribed in subclause (ii) of this clause the officer shall have at least eight consecutive hours off duty between the work on successive days. If, on the instructions of the employer such officer resumes or continues work without having had such eight consecutive hours off duty the officer shall be paid at double rates until the officer is released from duty for such period and the officer then shall be entitled to be absent until the officer has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- 3. Delete the references to the following awards in subclause (ii) of clause 40, Area, Incidence and Duration.

Public Hospital Physiotherapists, Occupational Therapists and Speech Pathologists (State) Award

Public Hospital Social Workers (State) Award

Scientific Officer-Public Hospital Dietitians (State) Award

- 4. Insert in subclause (ii) of clause 40 the following award.

NSW Health Service Health Professionals (State) Award.

5. Delete Table 1 - Rates and Allowances of Part B, Monetary Rates and insert in lieu the following:

Table 1 - Rates and Allowances

Item No.	Clause No.	Description	Rate from 1.7.2005 \$	Rate from 1.7.2006 \$	Rate from 1.7.2007 \$
1	4 (i)	Allowances for persons employed in hospitals upon or west of the line commencing at Tocumwal, etc	3.40 p/week	3.40 p/week	3.40 p/week
2	4 (ii)	Allowance for persons employed in hospitals upon or west of the line commencing at Murray River etc.	6.80 p/week	6.80 p/week	6.80 p/week
3	10(ii)(a)	Breakfast Allowance	19.75	19.75	19.75
4	10(ii)(b)	Evening Meal Allowance	19.75	19.75	19.75
5	10(ii)(c)	Luncheon Allowance	19.75	19.75	19.75
6	19(i)(c)	Uniform Allowance (per week)	1.30	1.30	1.30
7	19(i)(d)	Laundry Allowance (per week)	2.60	2.60	2.60
8	8a(iv)	On call (per period) On call (per week)	6.70 33.40	6.70 33.40	6.70 33.40

6. This variation shall take effect on and from 30 November 2007.

J. P. GRAYSON *D.P.*

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RACE CLUBS EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2071 of 2007)

Before Commissioner Macdonald

5 December 2007

VARIATION

1. Delete subclause (1) of clause 2, Arbitrated Safety Net Adjustment of the award published 24 August 2001 (327 I.G. 95), and insert in lieu thereof the following:
 - (1) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent over award payment; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Current Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Race Club Employee 1 - 110%			
Track Foreman	640.00	20.00	660.00
Foreman Gardener	640.00	20.00	660.00
Race Club Employee 2 - 100%			
Tradesman	598.20	20.00	618.20
Race Club Employee 3 - 92.4%			
Leading Hand (Track and Maintenance)	564.50	20.00	584.50
Leading Hand (Gardener)	564.50	20.00	584.50
Race Club Employee 4 - 89%			
Track Crossing Attendant	550.30	20.00	570.30
Propagator	550.30	20.00	570.30
Race Club Employee 5 - 86%			
Gardener (as defined)	537.80	20.00	557.80
Fettler	537.80	20.00	557.80
General Track or Maintenance Hand	537.80	20.00	557.80
Race Club Employee 6 - 82%			
General Maintenance Labourer and Cleaner	521.10	20.00	541.10
Employee not elsewhere classified	521.10	20.00	541.10
Race Club Employee 7 - 78%			
Employee undertaking up to 3 months on the job training	504.40	27.00	531.40

Plant Operators			
Plant Operator 1 - (92.4%)	564.50	20.00	584.50
Plant Operator 2 - (87.4%)	543.70	20.00	563.70

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Current Amount \$	SWC 2007 Amount \$
1	3 (2) (a)	Employee other than a Plant Operator, required to use a scythe or operate a power mower	2.00 p/day or part thereof	2.10 p/day or part thereof
2	3 (2) (b)	Employee, other than a Plant Operator, required to operate a tractor with or without attachments and/or front end loader	2.00 p/day or part thereof	2.10 p/day or part thereof
3	3 (2) (c)	Employees required to use pesticides, weedicide or poisonous sprays	2.10 p/day	2.20 p/day
4	3 (2) (d)	First-aid allowance	2.80 p/day	2.90 p/day
6	3 (2) (e)	Meal allowance for overtime	8.50	8.80
7	3 (2) (f)	Horse handling allowance	2.00 p/day or part thereof	2.10 p/day or part thereof

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

3. This variation shall take effect from the first full pay period to commence on or after 5 December 2007.

A. MACDONALD, Commissioner

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ROCK AND ORE MILLING AND REFINING (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1762 of 2007)

Before Commissioner Tabbaa

20 December 2007

REVIEWED AWARD

1. Insert in numerical order in the Arrangement of the award published 27 July 2001 (326 I.G. 429) the following new clause number and subject matter:

16A. Secure Employment

2. Insert after clause 16, Contract of Employment the following new clause:

16A. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of twelve months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of twelve months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (v) Once a casual employee has elected to become and been converted to a fulltime employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSV);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. Delete the fourth and fifth paragraphs of clause 29, Area, Incidence and Duration, and insert in lieu thereof the following.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 20 December 2007.

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

I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

RUBBER WORKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1644 of 2007)

Before Commissioner McLeay

19 November 2007

REVIEWED AWARD

1. Insert a colon ":" after the words "employees training" appearing in the second paragraph of paragraph (i) of subclause (a) of clause 2, Definitions, of the award published 13 July 2001 (326 I.G. 99) to read as follows:

"employees training:"

2. Insert an apostrophe "'" in the words "up to three months structured" appearing in paragraph (ii) of subclause (a) of the said clause 2, to read as follows:

"up to three months' structured"

3. Delete the word "straining" appearing in paragraph (vi) of subclause (a) of the said clause 2, and insert in lieu thereof the word "training".

4. Delete the word "dor" appearing in subparagraph (1) of paragraph (vii) of subclause (a) of the said clause 2, and insert in lieu thereof the word "for".

5. Delete the word "8.00am" appearing in paragraph (iv) of subclause (b) of the said clause 2, and insert in lieu thereof the following:

"8.00 a.m."

6. Insert an apostrophe "'" in the words "48 hours notice" appearing in paragraph (v) of subclause (b) of the said clause 2, to read as follows:

"48 hours' notice"

7. Delete the word "moneys" appearing in the second paragraph of paragraph (ii) of subclause (d) of clause 4, Contract of Employment and insert in lieu thereof the following:

"monies"

8. Delete the words "Appendix per" appearing in paragraph (i) of subclause (b) of clause 8, Wages and insert in lieu thereof the following:

"Appendix B per"

9. Delete the apostrophe "'" in the word "(C'th)" appearing in subparagraph (1) of paragraph (f) of subclause (i) of clause 11, Superannuation to read as follows.

"(Cth)"

10. Delete the words "Industrial Commission of New South Wales" appearing in paragraph (b) of subclause (v) and also in subparagraph (3) of paragraph (c) of subclause (v) of the said clause 11, and insert in lieu thereof the following:

"Industrial Relations Commission of New South Wales"
11. Delete the word "junior" appearing in subclause (a) of clause 13, Junior Rates and insert in lieu thereof the word "juniors".
12. Delete the words "sections concerned: Provided further" appearing in subclause (c) of clause 18, Hours Of Duty, and insert in lieu thereof the following:

"sections concerned; provided further"
13. Delete the word "shift" appearing in the second paragraph of subclause (j) of the said clause 18, and insert in lieu thereof the word "shifts".
14. Delete the words "appropriate rate: Provided that" appearing in subclause (d) of clause 24, Overtime and insert in lieu thereof the following:

"appropriate rate; provided that"
15. Delete the words "meal money: Provided that" appearing in subclause (a) of clause 25, Meals and insert in lieu thereof the following:

"meal money; provided that"
16. Delete the words "meals so provided: Provided that" appearing in subclause (a) of the said clause 25, and insert in lieu thereof the following:

"meals so provided; provided that"
17. Delete the words "period of annual leave: Provided further" appearing in the second paragraph of paragraph (v) of subclause (b) of clause 27, Sick Leave and insert in lieu thereof the following:

"period of annual leave; provided further"
18. Insert an apostrophe "" in the word "employers" appearing in paragraph (d) of subclause (3) of clause 28, Personal/Carer's Leave to read as follows:

"employer's"
19. Insert an apostrophe "" after the words "3 days" appearing in subclause (i) of clause 29, Bereavement Leave, to read as the follows:

"3 days'"
20. Delete the words "Personal/Carers' Leave" appearing in subclause (v) of the said clause 29, and insert in lieu thereof the following:

"Personal/Carer's Leave"
21. Delete the words "12 months: Provided an employee" appearing in clause 30, Blood Donors and insert in lieu thereof the following:

"12 months; provided an employee"

22. Delete the words "under the Act: Provided that" appearing in paragraph (a) of subclause (3) of clause 32, Accident Pay and insert in lieu thereof the following:
"under the Act; provided that"
23. Delete the words "still be payable: Provided further" appearing in paragraph (a) of subclause (3) of the said clause 32, and insert in lieu thereof the following:
"still be payable; provided further"
24. Delete the words "three months: Provided further" appearing in the second paragraph of paragraph (ii) of subclause (j) of clause 33, Annual Leave and insert in lieu thereof the following:
"three months; provided further"
25. Delete the words "first pay period of commence on" appearing in the first paragraph of subclause (l) of the said clause 33, and insert in lieu thereof the following:
"first pay period to commence on"
26. Delete the words "September next following: Provided that" appearing in subparagraph (iii) of paragraph (A) of subclause (m) of the said clause 33, and insert in lieu thereof the following:
"September next following; provided that"
27. Delete the words "December close-down: Provided that" appearing in subparagraph (v) of paragraph (A) of subclause (m) of the said clause 33, and insert in lieu thereof the following:
"December close-down; provided that"
28. Delete the words "office ours" appearing in subclause (c) of clause 36, Payment of Wages, and insert in lieu thereof the following:
"office hours"
29. Delete the words "foregoing provisions: Provided that" appearing in subclause (c) of the said clause 36, and insert in lieu thereof the following:
"foregoing provisions; provided that"
30. Delete the words "of this clause; Provided further" appearing in subclause (c) of the said clause 36, and insert in lieu thereof the following:
"of this clause; provided further"
31. Delete the words "part of the wage: Provided however" appearing in subclause (c) of clause 38, Junior Workers, and insert in lieu thereof the following:
"part of the wage; provided however"
32. Insert after paragraph (a) of subclause (iv) of clause 46, Redundancy, the following:
 - (aa) Notice for Technological Change - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subclause (ii) (a) (1) above:
 - (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months' notice of termination.

- (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.
 - (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.
33. Delete subclause (d) of clause 50, Area, Incidence and Duration, and insert in lieu thereof the following:
- (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 19 November 2007.

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

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

**SCIENTIFIC OFFICERS (PUBLIC HOSPITAL DIETITIANS) STATE
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2681 of 2006)

Before Mr Deputy President Grayson

12 December 2007

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Scientific Officers (Public Hospital Dietitians) State Award published 3 March 2006 (357 I.G. 808) as varied, be rescinded on and from 30 November 2007.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1729 of 2007)

Before Commissioner Stanton

30 November 2007

REVIEWED AWARD

1. Delete the words "paint an/or colour" in subclause (i) of clause 2, Definitions, of the award published 14 December 2001 (330 I.G. 327), and insert in lieu thereof the following:

"paint and/or colour"
2. Delete the words "be allowed shift workers" in paragraph (b) of subclause (ii) of clause 3, Hours, and insert in lieu thereof the following:

"be allowed to shift workers"
3. Delete the words "two day's pay" in subclause (iii) of clause 6, Payment of Wages, and insert in lieu thereof the following:

"two days' pay"
4. Delete the words "such advise shall be" in subclause (v) of clause 6A. Deduction and Remittance of Union Membership Fees, and insert in lieu thereof the following:

"such advice shall be"
5. Delete the words "four hour's pay" in subclause (iv) of clause 7, Overtime, and insert in lieu thereof the following:

"four hours' pay"
6. Delete paragraph (a) of subclause (ii) of clause 13, Annual Leave, and insert in lieu thereof the following:
 - (a) In addition to the leave prescribed by the *Annual Holidays Act* 1944, a further period of seven days' leave with 40 hours' pay at ordinary rates shall be allowed annually to employees after not less than 12 months' continuous service as seven day shift workers under this Award, less the period of Annual Leave.
7. Delete the words "12 month's continuous service" in paragraph (b) of subclause (ii) of clause 13, and insert in lieu thereof the following:

"12 months' continuous service"
8. Delete the words "doctor certificate" in subclause (ii) of clause 16, Sick Leave, and insert in lieu thereof the following:

"doctor's certificate"

9. Delete the words "three month's continuous service" in subclause (iii) of clause 16, and insert in lieu thereof the following:

"three months' continuous service"
10. Delete the words "two years continuous service" in subparagraph (2) of paragraph (a) of subclause (iv) of clause 17, Redundancy, and insert in lieu thereof the following:

"two years' continuous service"
11. Delete the words "3 months notice" in subparagraph (1) of paragraph (b) of subclause (iv) of clause 17, and insert in lieu thereof the following:

"3 months' notice"
12. Delete the words "employers agreement" in paragraph (d) of subclause 3, Annual Leave, of clause 18, State Personal/Carer's Leave, and insert in lieu thereof the following:

"employer's agreement"
13. Delete the words "two days bereavement leave" in subclause (a) of clause 23, Bereavement Leave, and insert in lieu thereof the following:

"two days' bereavement leave"
14. Delete subclauses (d) and (e) of clause 26, Area, Incidence and Duration, and insert in lieu thereof the following:
 - (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 30 November 2007.
 - (e) This award remains in force until varied or rescinded, the period for which it was made already having expired.

J.D. STANTON, Commissioner

SUPERANNUATION ADMINISTRATION CORPORATION (SALARIES AND CONDITIONS) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1699 of 2007)

Before Commissioner Ritchie

18 December 2007

REVIEWED AWARD

PART A

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74. No Extra Claims
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PART B

MONETARY RATES

Table 1 - Allowances

Table 2 - Salaries

Table 3 - Settlement Periods for Work Hours System

2. Title

This Award shall be known as the Superannuation Administration Corporation (Salaries and Conditions) Award 2007.

3. Definitions

"Accelerated progression" means the justified movement of staff salaries through the years in a level, without having to increment one year at a time.

"Act" means the *Superannuation Administration Authority Corporatisation Act 1999*.

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

"Broadband" means the ability of the Corporation to combine more than one level of salaries together to form a broad-banded level for a position.

"Chief Executive Officer" or "CEO" means the Chief Executive Officer of the Superannuation Administration Corporation who has been delegated particular powers under the Act or a person authorised by the Chief Executive Officer.

"Contract staff" means staff not covered by this Award, but engaged by the Corporation through a contract of employment for a specific period of time.

"Corporation" means the Superannuation Administration Corporation as established by the *Superannuation Administration Authority Corporatisation Act 1999*.

"Family" means a family as defined in the Sick Leave to Care for a Family Member subclause of this Award.

"Local working arrangement" is an agreement arrived at between the staff member and their Manager to have time off in addition to or separately from the agreed flex day each settlement period. This is on the basis that work has been completed in a timely manner as per agreed outcomes. This local working arrangement merely changes the work patterns of a staff member; it is not an extra entitlement and remains at the discretion of the Manager by agreement with the staff member.

"Memorandum of Understanding (MOU)" means the document signed as an adjunct to this Award between the Corporation and the Association. It sets out agreements reached and commitments made after bargaining in good faith by the parties in the making of this Award and identifies key areas to be addressed during the life of the Award. It is to be read in conjunction with the Award as made by the NSW Industrial Relations Commission.

The intent of the MOU is to facilitate the establishment and maintenance of improved and flexible workplace conditions that recognise the professionalism, dedication and commitment of management and staff in achieving the Corporation's goals, objectives and services to the public of NSW and premised on the basis that there will be no new salaries, condition or other claims arising from negotiation of productivity and efficiency improvements covered by this MOU.

"Staff member" or "Employee" means and includes all persons who are permanently or temporarily employed by the Corporation under the *Superannuation Administration Authority Corporatisation Act 1999*, and covered by this Award.

"Workplace" means the whole of the Corporation or, as the case may be, a branch or section of the Corporation in which the staff member is employed.

"Workplace Management" means the Chief Executive Officer (CEO) or any other person authorised by the CEO to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the Corporation or part of the Corporation.

4. Application

The parties to this Award are the Superannuation Administration Corporation and Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

5. Coverage

The provisions of this Award shall apply to staff employed by the Corporation but not to staff employed under a Senior Executive Service or other type of written contract of employment.

6. Statement of Intent

- 6.1 This Award aims to consolidate in one document all the salaries and common conditions of employment of staff employed in the Corporation and to encourage consultative processes to facilitate greater workplace flexibility, productivity, continuous improvement and reforms.
- 6.2 The Award also acknowledges the agreement made by the NSW Government and Peak Public Sector Unions in a Memorandum of Understanding that provides a co-operative and productive partnership to achieve a co-ordinated, whole-of-Government approach to improving service delivery to the people of NSW and enhancing the quality of life of staff members. This includes taking a balanced approach to economic, social and environmental impacts of these initiatives.

The agreement is premised on the basis that there will be no new salaries or condition claims arising from negotiation of productivity and efficiency improvements covered by this agreement.

7. Availability of Award

The CEO shall cause a copy of the Award and any such other information relating to employees of the Corporation, as the Corporation considers appropriate, to be kept in each Division or Branch of the Corporation for the use of the employees therein.

8. Determinations and Approvals

- 8.1 Any determination or approval required to be given by the CEO or the Corporation under this Award shall be made, wherever possible, after discussion with the Association.
- 8.2 The forum for such discussions shall be formally conducted through the Corporation's regular Joint Consultative Committee (JCC) meetings or in special circumstances, directly with the Association or affected employee.
- 8.3 In the case where the determination or approval affects an individual employee, the prior and appropriate discussion shall be made with that employee. If the employee is a member of the Association, the discussions shall, at the request of the employee, be conducted in the presence of an Association representative.
- 8.4 A determination or an approval of the CEO of the Corporation under this award may apply to the whole Corporation, parts of the Corporation, or individual staff in circumstances that warrant it.

9. Consultative Arrangements

The parties to this Award shall through the established Joint Consultative Committee (JCC) on matters of mutual interest and concern, both formal and informal, encourage and facilitate workplace reform and equitable, innovative and productive workplace relations.

10. Local Award Conditions Arrangements

- 10.1 Local award conditions arrangements may be negotiated between the CEO and the Association in respect of the whole Corporation or part of the Corporation.
- 10.2 All local award conditions arrangements or variations negotiated between the CEO and the Association must be contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, variation to this award, enterprise agreement or other industrial instrument.

- 10.3 Subject to the provisions of subclause 10.2, nothing in this clause shall prevent the negotiation of local award conditions arrangements between the CEO and the Association in respect of the provisions contained in the Flexible Work Practices clause of this Award, where the conditions of employment of any group are such that the application of the work hours arrangements would not be practicable.

11. Association Activities

11.1 Association Activities regarded as On Duty

An Association delegate will be released from the performance of normal Corporation duty in respect of activities specified below. While undertaking such activities, the Association delegate will be regarded as being on duty and will not be required to apply for leave:

- (a) Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the *Occupational Health and Safety Act 2000* and the Occupational Health and Safety Regulation 2001;
- (b) Attendance at meetings with workplace management or workplace management representatives;
- (c) Where operational requirements allow the taking of such time, a reasonable period of preparation time, as approved by management, before -
 - (i) Meetings with management;
 - (ii) Disciplinary or grievance meetings when an Association member requires the presence of a Association delegate; and
 - (iii) Any other meeting with management;
 - (iv) Giving evidence in court on behalf of the Corporation;
 - (v) Giving evidence before an Industrial Tribunal as a witness for the Association;
 - (vi) Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours' notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

11.2 Association Training Courses

The following training courses will attract the grant of approved leave as specified below:

- (a) Accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members.

The provider(s) of accredited OH&S training courses and the conditions on which special leave for such courses will be granted shall be negotiated between the CEO and the Association under a local award conditions arrangement pursuant to the Local Award Conditions Arrangements clause of this Award.

11.3 Period of Notice for Association Activities

The Association must notify the CEO in writing or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.

11.4 Access to Facilities by Association Delegates

The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:

- (a) Telephone, facsimile and, where available, e-mail facilities;
- (b) A notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
- (c) Workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

11.5 Responsibilities of the Association Delegate

Responsibilities of the Association delegate are to:

- (a) Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
- (b) Participate in the workplace consultative processes, as appropriate;
- (c) Follow the dispute settling procedure applicable in the workplace;
- (d) Provide sufficient notice to the immediate Supervisor of any proposed absence on authorised Association business;
- (e) Account for all time spent on authorised Association business;
- (f) Distribute Association literature/membership forms, under local award conditions arrangements negotiated between the CEO and the Association; and
- (g) Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

11.6 Responsibilities of the Association

Responsibilities of the Association are to:

- (a) Provide written advice to the CEO about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- (b) Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in the Responsibilities of Workplace Management subclause of this Award;
- (c) Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- (d) Apply to the CEO well in advance of any proposed extension to the "on loan" arrangement;
- (e) Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- (f) Advise employer of any leave taken by the Association delegate during the on loan arrangement.

11.7 Responsibilities of Workplace Management

Where time is required for Association activities in accordance with this clause, the responsibilities of the workplace management are to:

- (a) Release the accredited delegate from duty for the duration of the Association activity, as appropriate and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- (b) Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- (c) Verify with the Association the time spent by a Association delegate or delegates on Association business, if required; and
- (d) If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, consult with the Association before taking any remedial action.

11.8 Right of Entry

The right of entry provisions shall be as prescribed under the *Occupational Health and Safety Act 2000*, the *Occupational Health and Safety Regulation 2001* and the *Industrial Relations Act 1996*.

11.9 Travelling and Other Costs of Association Delegates

In respect of meetings called by the workplace management in terms of the Responsibilities of Workplace Management subclause of this Award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under the Travelling Allowances - General, Meal Expenses on One-Day Journeys, Travelling Allowances when Staying in Non-Government Accommodation, Travelling Allowances when Staying in Government Accommodation, or Restrictions on Payment of Travelling Allowances clauses of this Award.

11.10 Industrial Action

- (a) Provisions of the *Industrial Relations Act 1996* shall apply to the right of Association members to take lawful industrial action.
- (b) There will be no victimisation of staff members prior to, during or following such industrial action.

11.11 Deduction of Association Membership Fees

- (a) At the staff member's election, the CEO shall provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the staff member's Association at regular intervals.
- (b) Alternative arrangements for the deduction of Association membership fees may be negotiated between the CEO and the Association in accordance with the Local Award Conditions Arrangements clause of this Award.

12. Terms of Employment and Termination

12.1 Staff offered employment with the Corporation shall be advised of the terms and conditions of employment and the availability of this Award.

12.2 An employee shall give to the Corporation and the Corporation shall give to an employee, in writing, 2 weeks' notice of termination of employment.

- 12.3 The Corporation shall be entitled to deduct out of the employee's salary, such sums as the employee authorises in writing.

13. Appointment of Staff

- 13.1 Staff may be employed by the Corporation on a permanent, temporary or casual basis.
- 13.2 The provisions of this Award apply to permanent full-time, part-time and temporary staff, except for the employment of casual employees whose conditions will be covered by other clauses as specified in this Award.
- 13.3 Equal Employment Opportunity (EEO) principles apply when recruiting and selecting employees, regardless of the category of employment used.

14. Categories of Employment

The Corporation may employ staff in any one of the following ways:

- 14.1 Permanent employment;
- 14.2 Temporary employment; or
- 14.3 Casual employment.
- (a) Casual employment is for situations where there is a need for additional staff for irregular or intermittent work.
- (b) Casual employees are paid hourly rates, which carry a loading of 20% to offset the fact that they receive no leave entitlements.
- (c) Casual employees are employed by the hour and may be terminated with one hour's notice.
- (d) Casual employees are entitled to be paid overtime and/or penalty rates if the relevant award requirements in relation to such benefits are satisfied.
- (e) If the hours the casual staff member is working become regular and if there is ongoing work available and the staff member's work performance is satisfactory, then the Corporation shall review the employment arrangement and, where approved by the CEO, may appoint the casual as a permanent employee on either a part time or full time basis depending on the need.
- (f) Casuals have access to unpaid parental leave in accordance with clause 72, Additional Maternity, Adoption and Parental Leave Entitlements of this Award.
- (g) Casuals shall also receive Personal Carers and Bereavement entitlements in accordance with clause 73, Casual Personal Carers and Bereavement Leave Entitlements of this Award.

15. Creating Positions and Filling

- 15.1 The CEO may classify and grade positions using an accredited job evaluation methodology.
- 15.2 The advertising and filling of positions shall be in accordance with the principles of Merit Selection and Equal Employment Opportunity (EEO).
- 15.3 All vacant positions to be filled shall have an up-to-date position description completed.
- 15.4 Where the work has changed substantially in any review of the position description, the Corporation may, through job evaluation, change the grade of the position.
- 15.5 Non-discriminatory and related selection criteria shall be developed for vacant positions.

- 15.6 Selection Committees shall be established as required to determine eligibility of applicants for vacant positions and make appropriate recommendations to the CEO.
- 15.7 All appointments are subject to the approval of the CEO.

16. Probation

- 16.1 All new staff appointed to positions with the Corporation shall, in the first instance, be appointed on a probationary basis for a period up to 3 months.
- 16.2 The probation period may be varied, extended for a further period to a total of 6 months, or waived at the discretion of the CEO.

17. General Working Hours

- 17.1 The ordinary working hours for all employees shall be 35 per week, to be worked 7 hours per day in continuous periods (except for a meal break of one hour) between the hours of 8.30 a.m. and 4.30 p.m. and subject only to variations to working hours as may be authorised under clause 18, Flexible Working Hours Arrangements of this Award.
- 17.2 The person for the time being in charge of a Division, Branch or Section of the Corporation shall be responsible to the appropriate Divisional Head or Manager for the due observance of the hours of attendance and the proper recording of attendance of employees in that Division, Branch or Section.
- 17.3 The Corporation may require a staff member to perform duties beyond the hours determined under this clause but only if it is reasonable for the staff member to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- (a) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
 - (b) any risk to staff member health and safety;
 - (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the Corporation and the effect on client services;
 - (d) the notice (if any) given by the Corporation regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours; or
 - (e) any other relevant matter.

18. Flexible Working Hours Arrangements

The arrangements set out in this clause are those that apply to all categories of staff covered by this Award unless otherwise determined by the CEO.

- 18.1 Attendance and Working Arrangements
- (a) There are no fixed rules regarding attendance times or days and subsequently there is no requirement upon individuals to maintain any formal record of hours worked, unless otherwise required by the Corporation.
 - (b) Attendance at work for auditing purposes can be recorded either on flex sheets that record hours worked, or attendance sheets that record days, or part thereof, worked.

- (c) Where staff are only required to formally keep an attendance sheet, they shall keep their own personal record of hours worked (such as a flex sheet or diary) to ensure provisions of the *Industrial Relations Act* 1996 as defined in this clause are complied with.
- (d) Within the parameters of this clause, staff covered by this arrangement may reach mutual agreement with their Supervisor regarding hours of work and attendance patterns.
- (e) Such working hours need to be sufficient to satisfy the working requirements of the Business Unit in accordance with agreed performance criteria and service delivery standards to both internal and external clients and stakeholders of the Corporation.
- (f) On a Business Unit basis, a daily register of staff attendance or a flex sheet is to be maintained. These will serve as the Leave Return Records required for auditing purposes to confirm attendance of staff at work.
- (g) Managers shall keep a staff roster to record flex leave identifiable in advance in a calendar year for workforce planning and co-ordination of service delivery purposes.
- (h) At all times, in regard to flex leave, work schedules shall be agreed to in advance with a reasonable period of time being given by staff and managers.

18.2 Hours of Work

- (a) Notionally staff will work a 35-hour week worked any time from Monday to Sunday.
- (b) The normal working week shall continue to be Monday to Friday with work on weekends and after hours to be agreed and authorised beforehand.
- (c) Work outside of normal time that is approved or directed to be worked on the weekend or during the week shall be paid at overtime rates in accordance with this Award.
- (d) Whilst the bandwidth is negotiated at the local level, staff will normally work the 35 hours between 7.00 a.m. and 7.00 p.m. subject to the requirements in paragraph 18.2(e) being complied with.
- (e) In the absence of negotiated local level core time arrangements taking into consideration the business needs of the Corporation and its internal and external clients, the notional times of 9.30 a.m. and 3.30 p.m. for core time shall apply.
- (f) The Corporation shall take reasonable steps to support staff to comply with the provisions of the *Industrial Relations Act* 1996 which require that the ordinary hours of employment not exceed a maximum of 35 hours per week, averaged over a 12-week period.
- (g) Under this clause, staff shall attend their place of employment for sufficient hours to perform their duties and to service Business Unit clients.
- (h) The duties are those as defined in the approved position description for the job and the agreed performance management criteria for the position staff are appointed to or in which they are acting.
- (i) Flex leave arrangements between staff and Team Leaders will be aimed at achieving the key result areas for each position in compliance with the Corporation's Strategic Corporate Plan and the corresponding Business Plans for each Unit.

18.3 Flex Leave

- (a) Staff may accrue up to a minimum of one day each settlement period to be taken as a flex day during that settlement period, or banked for later use.

- (b) Staff covered by this clause shall be entitled to an accrued or granted day off every settlement period in a calendar year to be taken as a flex day (except staff on standard hours).
- (c) The day to be absent from work shall be referred to as a "flex day" and shall be taken by agreement between the staff member and their Team Leader. The taking of a flex day is subject to approval of management who shall not unreasonably withhold approval, having regard to the workload of the staff member and the business requirements of the Corporation.
- (d) A flex day in a settlement period will not be granted where the performance of a staff member is not considered to be at least satisfactory or above by the Team Leader, for those keeping attendance sheets. For those staff using flex sheets, evidence of sufficient hours worked to accrue the day off will be required.
- (e) By agreement, and at the convenience of the Corporation, more flexible arrangements in relation to additional flex day (or parts thereof) may be made between staff and Team Leaders on a local basis to meet personal and business requirements.
- (f) Where a flex sheet is not used to record accrued time for the purposes of taking a flex day, then the agreed work output or performance shall be used to justify the taking or accrual or the flex day for that settlement period. This is arrived at between the staff member and their Manager/Team Leader to have time off on the basis that work has been completed in a timely manner as per agreed outcomes.
- (g) To meet either unforeseen circumstances or regular deadlines, staff and Team Leaders may agree that staff may postpone or "bank" an accrued flex day for a settlement period for one or more months to a maximum of five days in a Calendar year.
- (h) Subject to agreement, between 3 and 5 flex days may be conserved by a staff member during any one calendar year, during which time:
 - (i) Conserved days may be taken in one block for the year, subject to arrangement with the Team Leader (where this is requested, approval shall be sought in advance for the between 3 and 5 day block of additional leave prior to the end of the calendar year); or
 - (ii) Where no less than 5 flex days have been banked throughout a calendar year, a staff member may apply to have those 5 days "cashed in" at the staff member's ordinary rate of pay. Where the cashing in option is requested, this application must be made prior to 11 November of the calendar year.
 - (iii) Any conserved or banked days not taken or approved to be cashed in by the end of a calendar year (i.e. 31 December) will be automatically forfeited.
- (i) Where the Corporation does not grant the conditions in paragraphs 18.3(h)(i) and 18.3(h)(ii) due to last minute work requirements, a block of between 3 and 5 days may be granted in each case.
- (j) Local working arrangements taken in addition to the accrued day off every settlement period merely change the work patterns of a staff member; it is not an extra entitlement and remains at the discretion of the Manager/Team Leader.

18.4 Morning and Afternoon Tea Breaks

- (a) Staff members may take a 10-minute morning break, provided that the discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas. The taking of such a break shall not disrupt normal work and shall be taken at the normal place of work.
- (b) Staff members may also take a 10-minute afternoon break, subject to the same conditions that apply to the morning break.

18.5 Meal Breaks

- (a) Meal breaks must be given to and taken by staff members.
- (b) No staff member shall be required to work continuously for more than 5 hours without a meal break, provided that:
 - (i) Where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the staff member agrees. If the staff member requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and
 - (ii) Where the nature of the work of a staff member or a group of staff members is such that it is not possible for a meal break to be taken after not more than 5 hours, local working arrangements may be negotiated between the CEO and the Association to provide for payment of a penalty.

18.6 Standard Working Hours

Notwithstanding the provisions of this clause, the CEO may determine or direct that standard hours or restrictions to the work hours' scheme be worked in particular circumstances. These circumstances may include, but are not limited to:

- (a) Where the work to be done cannot accommodate the flexibilities of this clause due to the operational requirements of the Corporation or a particular section of the Corporation; or
- (b) Remedial action in respect of a staff member is being taken where the staff member has been found to have deliberately and persistently breached or abused the operation of the flexible work hours' arrangements.

18.7 Non-Compliance and Debit Hours

- (a) For staff using flex sheets to record attendance:

At the end of each settlement period, debits in excess of 10 hours shall be made up from either annual leave credits or leave without pay.

- (b) For staff using attendance sheets to record attendance:

Where poor or unsatisfactory performance is identified, then, in addition to dealing with the matter in terms of the performance and discipline clauses in this Award to correct the under achievement, Managers/Team Leaders may also direct staff to complete flex sheets until further advised.

- (c) In the event of any persistent failure by a staff member to comply with work hours arrangements, the CEO shall investigate such non-compliance as soon as it comes to notice and shall take appropriate remedial action.

18.8 Flexible working hours' credit

- (a) Staff may carry over a maximum of 10 hours credit into the next settlement period. Local arrangements in terms of clause 10 Local Award Conditions Arrangements of this Award may be negotiated in respect of the carry over of additional flexible hours credit than permitted in this clause, the length of the settlement period and the banking of any accumulated credit hours for time worked.

18.9 Transport Disruptions

- (a) Where there are major disruptions to normal transport arrangements caused by a transport strike or major transport delay, provided adequate service is maintained to the public, staff and managers shall use the local arrangement provisions in this Award.
- (b) In this situation, the local arrangement provisions in relation to agreement between staff and managers on starting and finishing times shall apply to staff on standard hours.

18.10 Punctuality

- (a) An employee who reports for duty after the commencement of core time (or core time as varied by local arrangement) can elect to take either annual leave to credit or leave without pay. In such circumstances, the employee may commence duty on arrival but shall not be required to commence duty until a period equal to the leave debited has expired.
- (b) An employee who consistently reports for duty after the commencement of core time (or core time as varied by local arrangement) may have the option of annual leave withdrawn or have leave without pay imposed as a disciplinary measure.

18.11 Breaches

An employee who:

- (a) deliberately falsifies flexitime records;
- (b) records incorrect times of commencement and/or cessation of duty;
- (c) habitually commences duty after the commencement of core time (or core time as varied by local arrangement). This excludes an employee on approved leave;
- (d) habitually resumes duty after the cessation of the luncheon period;
- (e) ceases duty without authority before the finish of core time (or core time as varied by local arrangement); or
- (f) breaches the flexitime rules in any other way,

may be directed by the CEO to work standard hours in addition to any other penalty that may be imposed.

18.12 Leaving the Corporation's Employment

- (a) An employee using the flex sheet system of recording attendance who leaves the Corporation's employment with hours in debit in relation to contract hours at the effective date of ceasing duty, shall have annual leave or money owing adjusted accordingly.
- (b) On separation from the Corporation before the end of a calendar year, staff who have conserved the maximum amount of 5 days shall be paid those days with final monies.
- (c) Except as specified in paragraph 18.3(h), at the time of separation, conserved days between one and 4 shall not be paid in accordance with the provisions in subclause 18.3

18.13 Pro Rata Provisions for Part-time Staff

Where appropriate, the provisions of this clause shall apply to part-time staff on a pro rata basis.

19. Salaries

19.1 General Scale

- (a) In accordance with Salaries table of Part B of this Award, the minimum rate of salary for employees provided in this subclause shall be the annual rate set out opposite the year from time to time effective, provided that an employee:
- (i) Appointed to a position governed by this scale shall proceed annually from year to year as provided for on each anniversary of such appointment, except, if granted an accelerated advancements, the next increment is effective from the anniversary of the accelerated advancement;
 - (ii) On attaining the age of 21 years, shall be paid not less than the rate appropriate for a Year 3 employee;
 - (iii) On appointment, and qualified at Higher School Certificate standard, shall be paid not less than the rate for age 19 and over.
- (b) Appointment to the general scale may be at any year subject to consideration of the applicant's knowledge, skills and experience levels.

19.2 Graded Positions

- (a) The minimum rates of pay for graded employees shall be the rate set out in accordance with the Salaries table of Part B of this Award from time to time.

These rates of pay shall be subject to future variations in the Annual Rate of salary appropriate to the Grade being in accordance with variations to the Crown Employees (Public Sector - Salaries 2007) Award.

- (b) The Corporation may broadband one or more graded levels in this Award.

19.3 Salary Progression

Salary progression through the General Scale or within a Graded Structure shall be subject to the Salary Increments clause of this Award.

19.4 Pay Days

- (a) Salaries shall be paid to all employees of the Corporation on a fortnightly basis through Electronic Funds Transfer unless otherwise approved.
- (b) Other than for individual arrangements, any variation to this subclause is to be by way of consultation through the Corporation's Joint Consultative Committee.

20. Salary Increments

- 20.1 The payment to an employee of a salary increment pursuant to clause 19, Salaries of this Award shall be made only with the prior approval of the CEO.
- 20.2 The minimum rate of salary for employees provided in this subclause shall be the annual rate set out opposite the year from time to time effective, provided that an employee appointed to a position governed by this scale shall proceed annually from year to year as provided for on each anniversary of such appointment, except, if granted an accelerated advancements, the next increment is effective from the anniversary of the accelerated advancement.
- 20.3 The payment of an increment to an employee is subject to the satisfactory conduct of, and the satisfactory performance of the duties by, the employee.

- 20.4 In considering the payment of an increment under this clause, the CEO, not being satisfied that the conduct and discharge of duties by the employee are such as to warrant payment, may determine that payment of the increment be deferred for a period of time up to 12 months until a satisfactory report is received or, alternatively, determine that the increment be not paid.
- 20.5 An employee who is the subject of a report shall be given the opportunity to see and sign the report and also comment on the report before the CEO takes a decision in the matter.
- 20.6 Where payment of an increment has been deferred, eligibility for payment of a further increment (where applicable) will come into force on the normal incremental advancement date, notwithstanding the deferral of the previous increment.
- 20.7 In any case where the CEO withholds approval of payment of an increment in accordance with the provision of this clause, the employee affected shall be informed of the reason for the withholding of the increment and shall have a right of appeal as provided under the terms of this Award.

21. Salary Sacrifice to Superannuation

- 21.1 A staff member may elect, subject to the agreement of the Corporation, to sacrifice a portion of the salary payable 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 be in accordance with the relevant legislation. In this clause "superannuable salary" means the staff member's salary as notified from time to time to the SAS Trustee Corporation.
- 21.2 Where the staff member 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 entitlements, weekly workers compensation or other payment, other than any payments for leave taken in service, to which a staff member is entitled under this Award or any applicable award, Act or statute which is expressed to be determined by reference to a staff member's salary, shall be calculated by reference to the salary which would have applied to the staff member in the absence of any salary sacrifice to superannuation made under this Award.
 - (c) The staff member may elect to have the portion of payable salary, which is sacrificed to additional employer superannuation contributions:
 - (i) Paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions, or
 - (ii) Paid into a private sector complying superannuation scheme as employer superannuation contributions.
 - (d) Where a staff member elects to salary sacrifice in terms of paragraph 21.2(c), the Corporation will pay the sacrificed amount into the relevant superannuation fund.
 - (e) Where the staff member is a member of a superannuation scheme established under the:
 - (i) *Police Regulation (Superannuation) Act 1906*;
 - (ii) *Superannuation Act 1916*;
 - (iii) *State Authorities (Superannuation) Act 1987*;
 - (iv) *State Authorities Non-contributory Superannuation Act 1987*; or

(v) *First State Superannuation Act 1992,*

the Corporation must ensure that the amount of any additional employer superannuation contributions specified in subclause 21.1 is included in the staff member's superannuable salary, which is notified to the SAS Trustee Corporation.

- (f) Where, prior to electing to sacrifice a portion of his/her salary to superannuation, a staff member had entered into an agreement with the Corporation to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in paragraph 21.2(e), the Corporation will continue to base contributions to that fund on the salary payable to the same extent as applied before the staff member sacrificed portion of that salary to superannuation.

This clause applies even though the superannuation contributions made by the Corporation may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

22. Overtime

22.1 Authorisation

The CEO may authorise the performing of duties outside the normal working hours.

22.2 Limitation on Payment of Overtime

Employees of SAC Officer Level 8 and under shall be paid for performing duties outside of the normal working hours. Subject to the provisions of subclause 22.12, if directed all other employees may be paid for performing duties outside the normal working hours.

22.3 Overtime Rates

An employee directed to perform duty in excess of the normal working hours shall be paid:

- (a) For overtime worked, Monday to Saturday, inclusive - at ordinary rates plus one half for the first 2 hours and at double ordinary rates thereafter, provided that overtime worked after 12 noon Saturday shall be paid at double ordinary rates;
- (b) For overtime worked on Sunday - at double ordinary rates such double ordinary rates to continue until released from overtime duty;
- (c) Where an employee has worked overtime both preceding and following his/her other normal hours of duty on the same day, the total hours of both periods of overtime shall be taken into account in determining when double ordinary rates become payable in respect of overtime performed following the usual ceasing time;
- (d) Unless already entitled to pay for overtime at double rates where overtime is worked partly on one day and extends into the next day and such next day is a Sunday or award holiday, the payment for overtime at double ordinary rates shall commence from the midnight of the day preceding the Sunday or at one and one half times ordinary rates plus payment for the award holiday from midnight of the day preceding such award holiday irrespective of whether the first 2 hours of the overtime have or have not been completed.

22.4 Working Overtime on a Holiday

All time worked on a holiday by an employee shall be paid for at time and half in addition to the ordinary rate of pay for the day with a minimum payment as for 4 hours worked provided that an employee who is required to work for less than 7 hours on a holiday which falls within the period of the employee's normal working week shall be paid time and a half in addition to payment for such holiday with a minimum payment as for 3 hours worked and, further, that the additional payment is in substitution for any shift allowance or penalty applicable and not in addition to it for the hours worked.

22.5 Overtime during Lunch Breaks

- (a) An employee instructed to continue to work during what would have been the normal lunch break and thereafter a meal break is allowed shall be paid at ordinary rates plus one half for the period during which such meal break has been deferred.
- (b) An employee shall not at any time be compelled to work more than 5 hours without a break for a meal.

22.6 Meal Breaks

- (a) An employee working overtime shall be allowed a meal break of 20 minutes (to be paid for at the appropriate overtime rate) after each period of 4 hours of overtime worked; meal breaks allowed may be taken as they fall due or otherwise by mutual arrangements, having regard to paragraph 22.5(b).
- (b) An employee required to work one and a half hours or more overtime immediately after the usual ceasing time shall be allowed a meal break of 20 minutes, which shall be paid for at the appropriate overtime rate. The meal break may be taken at the commencement of the overtime worked or later by mutual agreement.
- (c) An employee may, by mutual arrangement, extend a meal break to a period not exceeding one hour; provided, however, that any time taken in excess of 20 minutes allowed with pay under this subclause shall not be paid for.
- (d) Meal breaks with pay allowed in accordance with this subclause shall be deemed to be time worked for the purpose of computing the overtime rate payable under this clause.

22.7 Stand-By

An employee directed to stand by in readiness to work overtime shall be paid at ordinary rates from the time he/she commences such stand-by until released from stand-by or until he/she is directed to proceed to take up overtime.

22.8 Recall to Work

- (a) An employee, recalled to work overtime after leaving his/her place of work (whether notified before or after leaving his/her place of work) or whose normal hours do not include work on a Saturday, Sunday or award holiday, directed to work on any such day or days, shall be entitled to a minimum of 4 hours' pay at the appropriate overtime rate of each time he/she is so recalled or performs such work; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours if the job he/she was recalled to or which he/she was required to perform is completed within a shorter period.
- (b) This subclause shall not apply in cases where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

"Recalled to Work Overtime" for the purpose of this subclause shall mean:

- (i) A direction given to an employee to commence overtime work at a specified time, which is 2 hours or more prior to his/her usual commencing time or one hour or more after his/her usual ceasing time; or
- (ii) A notification given to an employee after completion of his/her day's work directing him/her to take up overtime work.

22.9 Provision of Transport

When an employee, after having worked overtime, finishes work at a time when reasonable means of transport is not available, the Corporation shall provide him/her with a conveyance to his/her home or shall pay him/her current salary for the time reasonably occupied in reaching his/her home.

22.10 Limitations on Overtime Worked

- (a) When overtime work is necessary it shall, wherever reasonably practicable, be arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) An employee who works so much overtime between the termination of his/her ordinary work on one day and commencement of his/her ordinary work on the next day that he/she has not had at least 10 consecutive hours off duty between those times shall, subject to this subclause be released after completion of such overtime until he/she has had 10 consecutive hours off without loss of pay for ordinary working time during such absence.
- (c) If such employee is directed on such occasion to resume or to continue work without having had such 10 consecutive hours off duty, he/she shall be paid at double ordinary rates until he/she is released from duty for such period and he/she shall be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence; provided that, in respect of overtime worked prior to the normal starting time i.e. Monday or a day following an award holiday, an employee shall be assumed to have had an ordinary working day.
- (d) Any period of overtime worked of less than 5 hours' duration for which a minimum payment is provided under subclause 22.8 shall not be taken into account for the purpose of this subclause.

22.11 Calculating Overtime Rates

For the purpose of calculating overtime rates, for all time worked before the employee's usual starting time, or later than the employee's usual finishing time, or on Saturday (except where the ordinary hours are worked on Saturday) Sunday or on award holidays, the ordinary working hours shall be deemed to consist of 35 hours per week.

22.12 Reasonable working of Overtime

A staff member may be directed by the Corporation to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:

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

22.13 CEO Discretion to Pay in Excess of Overtime Barrier

Notwithstanding the provisions of subclause 22.2, the CEO may authorise the payment of overtime to an employee whose salary is in excess of the rate prescribed for the overtime salary barrier.

23. Shift Work

23.1 Shift Loadings

A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:

Day	at or after 6.00 a.m. and before 10.00 a.m.	Nil
Afternoon	at or after 10.00 a.m. and before 1.00 p.m.	10%
Afternoon	at or after 1.00 p.m. and before 4.00 p.m.	12½%
Night	at or after 4.00 p.m. and before 4.00 a.m.	15%
Night	at or after 4.00 a.m. and before 6.00 a.m.	10%

23.2 The loadings specified in subclause 23.1 shall only apply to shifts worked from Monday to Friday.

23.3 Weekends and Public Holidays

For the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or public holiday shall be deemed to have been worked on a Saturday, Sunday or public holiday and shall be paid as such.

23.4 Saturday Shifts

Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday, which is not a public holiday, shall be paid for such shifts at ordinary time and one half.

23.5 Sunday Shifts

Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday, which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.

23.6 Public Holidays

The following shall apply:

- (1) Where a shift worker is required to and does work on a public holiday, the shift worker shall be paid at two and a half times the rate for time worked.

Such payment shall be in lieu of weekend or shift allowances, which would have been payable if the day had not been a public holiday;

- (2) A shift worker rostered off duty on a public holiday shall be paid one day's pay for that public holiday or have one day added to his/her annual holidays for each such day.

23.7 Rosters

Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters.

Each roster shall indicate the starting and finishing time of each shift.

Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the CEO.

23.8 Notice of Change of Shift

A shift worker who is required to change from one shift to another shift shall, where practicable, be given 48 hours' notice of the proposed change.

23.9 Breaks between Shifts

A minimum break of 8 consecutive hours between ordinary rostered shifts shall be given.

23.10 If a shift worker resumes or continues to work without having had 8 consecutive hours off duty, the shift worker shall be paid overtime in accordance with the Overtime Worked by Shift Workers clause in this Award until released from duty for 8 consecutive hours.

The shift worker will then be entitled to be off duty for at least 8 consecutive hours without loss of pay for ordinary working time which falls during such absence.

23.11 Time spent off duty may be calculated by determining the amount of time elapsed after:

- (a) The completion of an ordinary rostered shift; or
- (b) The completion of authorised overtime; or
- (c) The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.

24. Meal Allowance

24.1 Definition

In this clause and "employee" does not include a person who is engaged on regular shift work.

24.2 Application

An employee, whether entitled to overtime payment under this clause or not for work outside the usual working hours and, having been so instructed to work by the CEO, shall be paid an allowance at the rate determined by the Corporation:

- (a) For breakfast when required to commence work at or before 6.00 a.m. and at least one hour before the prescribed starting time;
- (b) For an evening meal - in the case of an employee working under the flexible hours scheme - when required to work until or beyond 7.00 p.m., and until or beyond the expiration of the aggregate period, after commencing duty, of 7 hours excluding the time taken for lunch; and
- (c) For lunch on any Saturday, Sunday or public holiday when required to work from 8.45a.m. and required to work until or beyond 1.45 p.m., or on having completed 5 hours' work, of which 2½ hours must have been worked before 1.00 p.m.

24.3 Eligibility

An allowance shall not be paid under this clause unless the CEO is satisfied that:

- (a) The performance of the work concerned at the time at which it was performed was necessary; and
- (b) The employee concerned incurred expenditure in obtaining the meal in respect of which the allowance is sought.

24.4 Journey on Official Business

Where meals are taken while an employee is journeying on official business, an allowance in respect thereof shall not be paid under this clause.

24.5 Rates

An allowance paid pursuant to this clause shall be at the appropriate rate of the allowance set out in Part B, Monetary Rates.

25. Meal Allowance - Journey Not Requiring Temporary Residence

25.1 An employee who makes a journey on official business and who is not, by reason of that journey, required to reside temporarily at a place other than the employee's residence shall be paid an allowance of:

- (a) For breakfast when required to commence travel at or before 6.00 a.m. and at least one hour before the prescribed starting time;
- (b) For an evening meal when required to work or travel until or beyond 7.00 p.m.; and
- (c) For lunch when, by reason of the journey, the employee is unable to take lunch at the place at which, or in the manner in which, the employee ordinarily takes lunch and is thereby unavoidably put to additional expense.

25.2 The rate of the allowance under this clause for lunch shall be:

- (a) An amount equivalent to the additional expense referred to in paragraph 25.1(c) incurred by the employee in taking lunch; or
- (b) The maximum rate determined by the Corporation, whichever is the lesser.

25.3 The maximum rate of the allowance under this clause for breakfast, lunch or an evening meal shall be in accordance with the appropriate rate of the allowance set out in Part B, Monetary Rates.

25.4 An allowance under this clause for breakfast or an evening meal shall not be paid unless the CEO is satisfied that:

- (a) The employee concerned incurred expenditure to obtain the meal; and
- (b) Where the employee concerned was able to cease duty or travel for at least 30 minutes to take that meal, the employee did so.

25.5 An employee shall not be paid an allowance under this clause and an allowance under clause 24 in respect of the same meal.

26. Travelling Allowance - on Official Duty

26.1 Unless the Corporation otherwise determines, an employee who:

- (a) Performs official duty at or from a temporary work location;
- (b) Is thereby compelled to reside temporarily at a place other than the employee's residence; and
- (c) Is not provided with accommodation by the Corporation,

shall, subject to this clause, be paid an allowance for the expenses incurred during the time actually spent away from Headquarters in order to perform that duty.

- 26.2 The rate of allowance under this clause shall be:
- (a) The appropriate rate of allowance specified in Part B, Monetary Rates; or
 - (b) An amount equivalent to the actual necessary expenses for meals and accommodation (excluding morning and afternoon teas) together with the daily rate determined by the Corporation for incidental expenses. (All such expenses to be supported by evidence as to the amount actually expended).
- 26.3 A claim for an allowance under this clause may be made by the employee concerned pursuant to either paragraphs 26.2(a) or 26.2(b), but may not be made under one of those paragraphs for part of the period of absence and under the other paragraph for the other part of the period of the absence.
- 26.4 Where an employee commences a journey from Headquarters during ordinary office hours, travelling allowance shall commence from the time of departure of the mode of conveyance by which the employee travels.
- 26.5 Where an employee who is in receipt of travelling allowance returns to Headquarters and again leaves Headquarters during the same day on further official duty, travelling expenses shall be computed as if the journeys were separate.
- 26.6 For the purpose of this clause, the hourly rate for portion of a day shall in all cases be taken as 1/24th of the daily rate.
- 26.7 The rates of allowance determined by the Corporation for the purposes of subclause 26.2 shall apply to the first 35 days of continuous absence of the employee from Headquarters.
- 26.8 For periods of continuous absence in excess of 35 days, the rate of allowance for such further period shall be as determined by the Corporation.
- 26.9 An allowance under this clause shall not, without the approval of the CEO, be paid for a continuous period exceeding 6 months.

27. Travelling Allowance - Compensation

- 27.1 Excess Travelling Time
- (a) Where an employee, in order to perform his/her duties, is required to travel outside normal hours of duty, the employee may apply initially to the Corporation for payment or, alternatively, if it is convenient to the Corporation, equivalent time off in lieu shall be granted for excess time occupied in so travelling;
 - (b) Payment shall be made for excess time or there shall be granted time off in lieu thereof subject to the following conditions:
 - (i) Where travel is on a non-working day:
 - (A) Time spent in travelling after 7.30 a.m.; and
 - (B) Travel was undertaken by direction of the CEO or Head of the Division.
 - (ii) Where travel is on a working day:

in the case of any employee, the time spent in travelling before the employee's ordinary commencing time or after the employee's ordinary ceasing time, subject to the conditions in subparagraph 27.1(b)(iii).

 - (iii)

- (a) There shall be deducted from an employee's travelling time on any one day, other than a non-working day, the time normally taken for the periodic journey from home to Headquarters and return;
- (b) Periods of less than one quarter of an hour on any day shall be disregarded;
- (c) Travelling time shall not include any period of travel between 11.00 p.m. on any one day and 7.30 a.m. on the following day where the employee has travelled overnight and sleeping facilities have been provided for the employee;
- (d) Travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport.

27.2 Waiting Time

- (a) Where an employee qualifies for time off in lieu or is eligible for payment in accordance with this clause for excess time occupied in travelling and necessary waiting time occurs, such waiting time shall be treated as travelling time subject to the following conditions:
 - (i) Where there is no overnight stay with accommodation at a centre away from Headquarters, one hour shall be deducted from the necessary waiting time between the time of arrival at the centre and the commencement of duty, and one hour shall be deducted from the necessary waiting time between the time of ceasing duty and the time of departure for home or Headquarters or another centre;
 - (ii) Where overnight accommodation is provided at a centre, any time from the completion of arrival at the centre until departure for home or Headquarters or another centre shall not count as travelling time except that:
 - (A) Where duty is performed on the day of such departure, any necessary waiting time (less one hour) from completion of such duty until departure shall be counted;
 - (B) Where no duty is performed on the day of such departure, necessary waiting time (less one hour) after the employee's normal commencing time until such departure shall be counted.

28. Excess Travelling Time Allowance

28.1 Payment for travelling time and waiting time calculated in accordance with the provisions of this clause shall be at the employee's ordinary rate of pay on an hourly basis calculated as follows:

$$\text{Annual Salary} \quad \times \quad \frac{7}{365.25} \quad \times \quad \frac{1}{\text{Normal Hours of Work}}$$

28.2 The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.

28.3 Employees who are in receipt of a salary in excess of the rate applicable to the maximum rate for SAC Officer Level 5, plus \$1.00 per annum, shall be paid travelling time or waiting time calculated at the rate applicable to the maximum rate for SAC Officer Level 5 plus \$1.00 per annum, as adjusted from time to time.

28.4 Time off in lieu or payment, as the case may be, for excess travelling time and waiting time will not be granted or made for more than 7 hours in any period of 24 consecutive hours.

29. Higher Duties Allowance

A higher duties allowance shall be paid to staff where they are required to act in a higher graded position as approved by the CEO.

30. Semi-Official Telephones Allowance

- 30.1 Reimbursement of expenses associated with a private telephone service installed at the residence of a staff member shall be made as specified in this subclause if the staff member is required to be contacted or is required to contact others in connection with the duties of his/her position in the Corporation, as and when required.
- 30.2 The service must be located in the staff member's principal place of residence and its telephone number communicated to all persons entitled to have out-of-hours contact with the staff member.
- 30.3 The semi-official telephone allowance applies to staff who are required, as part of their duties, to:
- (a) Give decisions, supply information or provide emergency services; and/or
 - (b) Be available for reasons of safety or security for contact by the public outside of normal office hours.
- 30.4 Unless better provisions already apply to a staff member or a staff member has been provided with an official telephone, reimbursement of expenses under this clause shall be limited to the following:
- (a) The connection fee for a telephone service, if the service is not already available at the staff member's principal place of residence;
 - (b) The full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
 - (c) The full cost of official local, STD and ISD calls.
- 30.5 To be eligible for reimbursement, staff must submit their telephone account and a statement showing details of all official calls, including:
- (a) Date, time, length of call and estimated cost;
 - (b) Name and phone number of the person to whom call was made; and
 - (c) Reason for the call.

31. First-Aid Allowance

- 31.1 A staff member appointed as a designated workplace First-Aid Officer by the CEO shall be paid a first-aid allowance at the rate appropriate to the qualifications held by such staff member as specified in Table 1 - Allowances of Part B, Monetary Rates.
- 31.2 The first-aid allowance shall not be paid during extended leave or any other continuous period of leave, which exceeds 4 weeks.
- 31.3 When the First-Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First-Aid Officer's position, such staff member shall be paid a pro rata first-aid allowance for assuming the duties of a First-Aid Officer.

32. On Call (Stand-By) Allowance

- 32.1 When a staff member is directed to be on call or on stand-by for a possible recall to duty, payment of an on call allowance shall be made.
- 32.2 Where a rate of on call allowance has not already been determined for the staff member as at the date of the making of this Award, the rate shown in Table 1 - Allowances, of Part B, Monetary Rates, shall be made for the duration of on call (stand-by).

33. Recruitment and Retention Allowance

- 33.1 The CEO or their nominee shall consider an application by staff for an allowance to retain existing staff based on current market conditions.
- 33.2 This allowance shall be up to a maximum of 15% of the current remuneration package and be subject to review every 12 months.
- 33.3 The CEO or their nominee has the discretion to review the allowance at any point in time within the 12-month period and discontinue the allowance if market conditions alter.
- 33.4 The CEO or their nominee shall have the discretion to also apply this allowance where required to recruit suitably qualified and experienced staff to the Corporation.

34. Annualised Allowance

The Corporation may, in consultation and by agreement with the Association, annualise allowances in this award and pay them as part of salary.

35. Review of Allowances Payable in Terms of This Award

The adjustment of allowances contained in this Award shall be reviewed and adjusted in line with the review and adjustment of the corresponding allowances in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 in so far as they relate to the relevant clauses in this Award. (Refer to the Relationship to Other Awards clause of this Award).

36. Out-of-Pocket Expenses

Out-of-pocket expenses which are incurred by an employee of the Corporation in attending social and/or official functions, when required to do so by the CEO, shall be provided by the Corporation.

37. Compensation for Damage to Or Loss of Staff Member's Personal Property

- 37.1 Where damage to or loss of the staff member's personal property occurs in the course of employment, a claim may be lodged under the *Workers Compensation Act 1987* and/or under any insurance policy of the Corporation covering the damage to or loss of the personal property of the staff member.
- 37.2 At the discretion of the CEO, if a claim under subclause 37.1 is rejected by the insurer, the CEO may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
- (a) Is due to the negligence of the Corporation, another staff member, or both, in the performance of their duties; or
 - (b) Is caused by a defect in a staff member's material or equipment; or
 - (c) Results from a staff member's protection of or attempt to protect Corporation property from loss or damage.
- 37.3 At the discretion of the CEO, compensation in terms of subclause 37.2 shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the CEO may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replaced item.
- 37.4 For the purpose of this subclause, personal property means a staff member's clothes, spectacles, hearing aid, tools of trade or similar items which are ordinarily required for the performance of the staff member's duties and approved by the CEO.

- 37.5 At the discretion of the CEO, compensation for the damage sustained may be made by the Corporation where, in the course of work, clothing or items such as spectacles, hearing aids, etc., are damaged or destroyed by natural disasters or by theft or vandalism.
- 37.6 Subject to the discretion of the CEO, where staff have tools of trade that are registered with the Corporation, the conditions under this clause may apply.

38. Compensation for Official Use of Private Motor Vehicle

- 38.1 An employee who, with the approval of the CEO, uses a private motor vehicle or other means of conveyance for the conduct of official business shall be paid the allowance applicable to employees for the use of the motor vehicle, motor cycle or for towing a trailer.

An employee is also entitled to a refund of any bridge toll, road toll or miscellaneous cost associated with the use of private motor vehicles on official business.

38.2 Insurance Requirements

Unless the CEO otherwise expressly approves, an allowance shall not be paid under this clause to an employee using a private motor vehicle on official business unless the employee, in addition to any policy required to be effected or maintained under the Motor Vehicles (Third Party Insurance) Act 1942, has in force, while using the vehicle on official business, a comprehensive or a third party property motor vehicle insurance policy.

38.3 Private Vehicles Damages on Official Business or Other Approved Travel

(a) Reimbursement of Insurance Excess (Policy)

(i) General

Where a private vehicle is damaged while being used on official business, the Corporation is to consider applications from employees for reimbursement of excess insurance charges where prescribed by insurers.

(ii) Maximum Reimbursement

The maximum amount that may be reimbursed is the "normal excess" prescribed by the insurer at the time that the vehicle is damaged. "Punitive" excess charges imposed by an insurer because of a poor driving record or the type of vehicle insured shall not be reimbursed. The additional excess imposed by some insurers on inexperienced drivers (or those under 25) is not considered to be a "punitive" excess and shall be reimbursed.

If a claim on the insurer is not made, e.g. to avoid the loss of a no-claim bonus, etc., the maximum reimbursement is the prescribed excess that would have been paid had a claim been made or the actual cost of repair, whichever is the lesser.

(iii) Conditions for Reimbursement

Reimbursement is to be made where the following conditions are met:

- (A)** The vehicle had been approved for official business.
- (B)** The accident or damage to the vehicle was incurred while the vehicle was being used on official business.
- (C)** The damage has been repaired and paid for or a claim made and the excess paid to the insurer or repairer.
- (D)** Receipts have been provided to substantiate the claim.

(b) Broken Windscreens

(i) Maximum Reimbursement

The maximum amount to be reimbursed is the cost of replacing the broken windscreen with one of the same type as that broken or the amount of the prescribed excess, whichever is the lesser.

(ii) Conditions for Reimbursement

An employee shall be reimbursed the costs of repairs to a damaged windscreen or replacement of a broken windscreen where:

- (A) The use of a private motor vehicle had been approved for official business;
- (B) The damage or breakage was sustained in the course of that official business; and
- (C) The costs cannot be met under insurance policies due to excess clauses.

39. Transferred Employees Compensation

All matters relating to compensation for a transferred officer shall as and when necessary be dealt with in accordance with the relevant provisions of the Crown Employees (Transferred Employees Compensation) Award.

40. General Leave Provisions

- 40.1 The provisions of clauses 40 through to 43 do not apply to temporary employees whose employment by the Corporation is for an initial period of less than 3 months, whether employed for less than the whole of a working day or for less than 5 working days, or to persons employed on a casual basis.
- 40.2 For the purpose of this Award, a working week is to be taken as a 5-day working week.
- 40.3 The amount of leave of any kind which may be granted to an employee and the conditions on which it may be granted shall, subject to this clause, be as determined by the Corporation from time to time.
- 40.4 Where the period of leave to which a temporary employee is entitled under this clause exceeds the period for which the temporary employee is employed, the balance of that period of leave may be granted during subsequent periods of employment with the Corporation if each such subsequent period of employment commences upon the termination of a previous period of employment with the Corporation.
- 40.5 The clause shall apply to part-time employees on the basis of entitlements accruing on a pro rata basis having regard to hours contracted to work.

41. Application for Leave

- 41.1 An application by an employee for leave shall be made to and dealt with by the CEO.
- 41.2 In dealing with any such application, the CEO shall have regard to the exigencies of the Corporation but as far as practicable shall deal with the application in accordance with the wishes of the employee.

42. Adoption Leave

- 42.1 Unless the Corporation determines, an employee adopting a child:
 - (a) Where the child is under the age of 12 months at the date of taking custody - shall be entitled to be granted adoption leave for a maximum period of 12 months; or

- (b) Where the child is of or over the age of 12 months at that date - may be granted adoption leave for such period (not exceeding 12 months) as the Corporation may determine.
 - (c) An employee shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against annual leave, extended leave, flexitime or family and community service leave.
- 42.2 Adoption leave shall commence on and from the date that the employee takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the employee.
- 42.3 An employee who has been granted adoption leave may, with the permission of the CEO and subject to such conditions as the Corporation may from time to time determine:
- (a) Resume duty on a part-time basis within the period for any such adoption leave; and
 - (b) Be granted adoption leave for the hours not worked.
- 42.4 Subject to subclause 42.3, an employee who resumes duty immediately upon the expiration of adoption leave shall:
- (a) Where the position occupied by the employee immediately before the commencement of that leave still exists - be entitled to be placed in that position; or
 - (b) Where the position so occupied by the employee has ceased to exist - be entitled to be appointed (subject to the availability of other suitable positions) to another position for which they are qualified.
- 42.5 Subclause 42.4 shall not apply:
- (a) To an employee who is granted leave under any other provision of this Award to commence immediately after the period of adoption leave granted under this clause; or
 - (b) During the period that an employee resumes duty on a part-time basis under subclause 42.3
- 42.6 Except as otherwise provided by subclause 42.7, adoption leave shall be granted without pay.
- 42.7 An employee who:
- (a) Applied for adoption leave within such time and in such manner as the Corporation may from time to time determine;
 - (b) Prior to the commencement of adoption leave, had ordinary hours of work of not less than 35 hours per week; and
 - (c) Prior to the commencement of adoption leave, completed not less than 40 weeks' continuous service of not less than 35 hours per week:
- Shall be entitled to up to 14 weeks paid leave:
- Payments may be made:
- (i) On a normal fortnightly basis;
 - (ii) In advance in a lump sum; or
 - (iii) At the rate of half pay over a period of 28 weeks on a regular fortnightly basis.

- 42.8 A payment under subclause 42.7 may, subject to such conditions as the Corporation may from time to time determine, be made in advance.
- 42.9 An employee who has taken no more than 12 months full time adoption leave or its part time equivalent is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on parental leave) for another period of such leave regardless of whether they resume their normal hours of work before proceeding on leave for another pregnancy or adoption.
- 42.10 Employees entitled to adoption leave in accordance with this clause shall also have an additional entitlement as set out in clause 72, Additional Maternity, Adoption and Parental Leave Entitlements of this Award.

43. Annual Leave

43.1 Accrual

- (a) Except as otherwise provided by this clause, annual leave on full pay shall accrue to employees at the rate of 20 working days per year.
- (b) Annual leave shall accrue from month to month only but, for the purpose of calculating annual leave which may be due on the cessation of employment, credit shall be given for periods of service less than one month.

43.2 Limits on Accumulation

- (a) Annual leave accrued and not taken by an employee owing to departmental exigencies, or for any other reason the CEO deems sufficient, shall be allowed to accumulate up to a maximum of 50 working days.
- (b) The CEO may direct an employee to take at such time as is convenient to the working of the Corporation, annual leave accrued, but as far as practicable the wishes of the employee concerned shall be taken into consideration in directing the time for the taking of leave.
- (c) Where the CEO has given an approval, at that time or as soon as practicable thereafter, the employee shall be given a direction in respect of the leave accrued in excess of 50 working days.
- (d) The CEO shall notify the employee in writing when accrued annual leave reaches 50 days or its hourly equivalent and at the same time may direct a staff member to take at least 2 weeks' annual leave within 3 months of the notification at a time convenient to the Corporation.
- (e) If the CEO is satisfied that an employee is prevented by operational or personal reasons from taking sufficient leave to reduce the accrued leave below an acceptable level of between 40 to 50 days or its hourly equivalent, the CEO shall:
- (i) Specify in writing the period of time during which the excess leave shall be conserved; and
 - (ii) On the expiration of the period during which conservation of leave applies, grant sufficient leave to the employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 50 days limit.
 - (iii) An employee will be kept informed in writing on a regular basis of their annual leave accrual.

43.3 Miscellaneous

- (a) Annual leave shall not be granted for a period less than a quarter day or in other than multiples of a quarter of a day.

- (b) Annual leave for which an employee is eligible on cessation of employment shall be calculated to an exact quarter day, fractions of less than a quarter day being taken to the next higher quarter day.
- (c) Subject to this clause, annual leave shall not accrue to an employee in respect of any period of absence from duty without pay or without leave.
- (d) The proportionate deduction to be made in respect of the accrual of annual leave on account of any period of absence shall be calculated to an exact quarter day, fractions of less than a quarter day being disregarded and not included in the calculation.
- (e) Notwithstanding the relevant clauses in this Award, annual leave shall accrue in respect of:
 - (i) Any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the Workers Compensation Acts; or
 - (ii) Any period of sick leave without pay.
- (f) An employee who resigns or retires or whose services are otherwise terminated (except by death), shall, upon cessation of employment, be entitled to be paid forthwith, in lieu of annual leave accrued and remaining undertaken or forfeited, the money value of that leave as a gratuity.
- (g) An employee to whom paragraph 43.3(f) applies may elect to take either the whole or part of the annual leave accrued and remaining untaken or unforfeited at cessation of active duty as annual leave on full pay instead of taking the money value of that leave as a gratuity.

44. Annual Leave Loading

44.1 General

- (a) A staff member, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause.
- (b) Subject to the provisions set out in subclauses 44.2 to 44.5, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks' annual leave accrued in a leave year.

44.2 Shift Workers

Shift workers proceeding on annual leave are eligible to receive the more favourable of:

- (a) The shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on annual leave; or
- (b) 17½% annual leave loading.

44.3 Maximum Loading

The annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a SAC Officer Level 12 under this Award.

44.4 Leave year

For the calculation of the annual leave loading, the leave year commences on 1 December of each year and ends on 30 November of the following year.

44.5 Payment of annual leave loading

Payment of the annual leave loading shall be made on the annual leave accrued during the current Calendar leave year and shall be subject to the following conditions:

- (a) Annual leave loading shall be paid on the first occasion in a Calendar year when a staff member takes at least 2 consecutive weeks' annual leave.

Where a staff member does not have at least 2 weeks' annual leave available, the staff member may use a combination of annual leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, banked local working arrangements and monthly due local working arrangements. The staff member shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks.

- (b) If at least 2 weeks' leave, as set out in paragraph 44.5(a), is not taken in a Calendar year, then the payment of the annual leave loading entitlement for the Calendar leave year shall be made to the staff member as at 30 November of the current year.
- (c) Annual leave loading shall in the first Calendar year of employment be paid on a pro rata accumulation basis the first occasion when at least 2 weeks' leave, as specified in paragraph 44.5(a), is taken.
- (d) A staff member who has not been paid the annual leave loading before the end of a Calendar year shall be paid such annual leave loading on resignation, retirement or termination by the employer for any reason other than the staff member's serious and intentional misconduct.

45. Long Service (Extended) Leave

45.1 An employee to whom this subclause applies shall accrue long service leave on the following basis:

- (a) On completion of 10 years' service with the Corporation, 44 working days; or
- (b) On completion of 7 years' service the quantum of leave available (30.8 working days) is that which would have applied if pro rata leave was granted; and
- (c) On completion of each additional years service 11 working days per year

45.2 An employee whose service terminates with more than 7 years' continuous service shall be paid for such long service leave accrued pursuant to subclause 45.1 less any periods of leave taken.

45.3 Payment of long service leave may be made in advance at the commencement of such leave.

45.4 An employee may elect to take leave at double pay. The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work. The employees' leave balance will be debited for the actual period of the absence and further days debited to cover payment of the non-superable taxable allowance.

45.5 An employee who has completed 5 years' continuous service with the Corporation but less than 10 years' continuous service and whose services are terminated by the Corporation for any reason other than the employee's serious and wilful misconduct, or by the employee due to death, illness, incapacity or domestic or other pressing necessity, shall be paid the monetary value of long service leave accrued of the proportionate amount on the basis of 44 working days for 10 years' service.

45.6 "Full Pay" shall mean the salary prescribed by the Salaries clause of this Award and, in the case of an employee who enters upon a period of leave, such salary as is applicable to the said period of leave; in the case of an employee who dies after having become entitled to but not have entered upon a period of leave, such salary as is applicable at the date of death.

- 45.7 For the purpose of this clause, continuous service shall include any period of service with any of the Australian Defence Forces, provided that the employee enlisted or was called up direct from the service of the Corporation.
- 45.8 For the purpose of calculating service for long service leave accrual; single periods of leave without pay not exceeding 6 months shall be counted as service, provided that the employee has completed at least 10 years' service.
- 45.9 Subject to an employee have completed 10 years' service (as defined above), leave without pay taken for the following reasons is to count as service for long service leave purposes regardless of the period involved, unless otherwise stated:
- (a) For military service, e.g. Army, Navy or Air Force;
 - (b) During major interruptions to public transport;
 - (c) During periods which as employee is in receipt of workers compensation; or
 - (d) With Corporation approval, for the purposes of accepting a position with an international organisation.
- 45.10 For the purposes of this clause, all broken periods of full-time service shall be taken into account for long service leave purposes where a person is currently employed full-time.
- 45.11 Where, after an employee has become entitled to a period of leave, employment is terminated whether by resignation, death or dismissal for any cause and, subject to subclause 45.5, the employee shall be deemed to have entered upon leave at the date of termination of employment and shall be entitled to payment accordingly.
- 45.12 Long service leave provided by this clause shall be exclusive of annual leave and any other holidays occurring during the taking of any period of long service leave.
- 45.13 An application for long service leave shall not be for:
- (a) A period of less than half a day (irrespective of whether on full or half pay); or
 - (b) A period of less than 6 weeks, whether on full or half pay while the person has annual leave to credit.
- 45.14 If an employee becomes ill during a period of long service leave the CEO shall grant any available sick leave in respect of the period and recredit the long service leave if satisfied that:
- (a) The illness is genuine;
 - (b) The period of illness is of at least 5 working days' duration; and
 - (c) The application is supported by a satisfactory medical certificate.

46. Leave Without Pay

- 46.1 The CEO may, subject to such conditions as may from time to time be determined by the Corporation, grant leave without pay to an employee for a period not exceeding 3 years if good and sufficient reason be shown.
- 46.2 An employee granted leave without pay shall first take all available annual leave, and/or pro rata accumulation, prior to commencing on leave without pay.

- 46.3 Periods of leave without pay which exceed, in the aggregate, 5 days during the leave year of the incremental period shall not be counted as service for computing annual and sick leave accrual dates and for incremental advancement dates.
- 46.4 Where a public holiday occurs during a period of leave without pay, payment shall not be made for such holiday period.

47. Maternity Leave

- 47.1 In this clause, except insofar as the context or subject matter otherwise indicates or requires:
- (a) Birth: includes stillbirth.
 - (b) Expected date of birth: in relation to a female employee who is pregnant, means a date specified by a medical practitioner to be the date on which the medical practitioner expects the employee to give birth as a result of the pregnancy.
- 47.2 Unless the Corporation otherwise determines, a female employee who is pregnant shall, subject to this clause, be entitled to be granted maternity leave:
- (a) For a period of not more than 9 weeks prior to the expected date of birth; and
 - (b) For a further period ending not more than 12 months after the actual date of birth.
- 47.3 An employee who has applied for or been granted maternity leave shall, as soon as practicable after the termination of her pregnancy (whether by the birth of a living child or otherwise) notify the Corporation's office of the termination and the date on which it occurred.
- 47.4 An employee who has been granted maternity leave may, with the permission of the CEO and subject to such conditions as the Corporation may from time to time determine:
- (a) Resume duty on a part-time basis within the period of any such maternity leave; and
 - (b) Be granted maternity leave for the hours not worked.
- 47.5 An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 47.6 Subject to subclause 47.7, an employee who resumes duty immediately upon the expiration of maternity leave shall:
- (a) Where the position occupied by her immediately before the commencement of that leave still exists - be entitled to be placed in that position; or
 - (b) Where the position so occupied by her has ceased to exist - be entitled to be appointed (subject to the availability of other suitable positions) to another position for which she is qualified.
 - (c) Where an employee who has taken no more than 12 months full time maternity leave or its part time equivalent is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on parental leave) for another period of such leave regardless of whether they resume their normal hours of work before proceeding on leave for another pregnancy or adoption.
- 47.7 Subclause 47.6 shall not apply:
- (a) To an employee who is granted leave under any other provisions of this Award to commence immediately after the period of maternity leave granted under this clause; or
 - (b) During the period that an employee resumes duty on a part-time basis under subclause 47.4

47.8 Except as otherwise provided by subclause 47.9, maternity leave shall be granted without pay.

47.9 An employee who:

- (a) Applied for maternity leave within such time and in such manner as the Corporation may from time to time determine;
- (b) Prior to the expected date of birth, had ordinary hours of work not less than 31¼ hours per week; and
- (c) Prior to the expected date of birth, completed not less than 40 weeks' continuous service of not less than 31¼ hours per week;

shall be entitled to up to 14 weeks paid leave:

Payments may be made:

- (a) On a normal fortnightly basis;
- (b) In advance in a lump sum; or
- (c) At the rate of half pay over a period of 28 weeks on a regular fortnightly basis.

47.10 If a woman gives birth prematurely and before commencing maternity leave, she should be treated as being on maternity leave from the date she enters on leave to give birth to the child. If a woman, entitled to paid maternity leave, wishes to resume duty at such time as would result in double payment, then paid maternity leave ceases from the day she resumes duty.

47.11 A payment under subclause 47.9 may, subject to such conditions as the Corporation may from time to time determine, be made in advance.

47.12 Except as otherwise provided by this clause, nothing in this clause affects any other provision in this Award.

47.13 Employees entitled to maternity leave in accordance with this clause shall also have an additional entitlement as set out in clause 72, Additional Maternity, Adoption and Parental Leave Entitlements of this Award.

48. Parental Leave

48.1 The CEO may grant parental leave for a period not exceeding 12 months to an employee who becomes a parent but is not entitled to maternity leave or adoption leave.

48.2 Parental leave may commence at any time up to 2 years from the date of birth or adoption of the child.

48.3 An employee who has been granted parental leave may, with the permission of the CEO, take such leave:

- (a) Full-time for a period not exceeding 12 months; or
- (b) Part-time over a period not exceeding 2 years; or
- (c) Partly full-time and partly part-time over a proportionate period.

48.4 An employee who resumes duty immediately on the expiration of parental leave shall:

- (a) If the position occupied by him/her immediately before the commencement of that leave still exists - be entitled to be placed in that position; or

- (b) If the position so occupied by him/her has ceased to exist - be entitled to be appointed (subject to the availability of other suitable positions) to another position for which he/she is qualified.

48.5 Paid parental leave of 1 week on full pay or 2 weeks on half pay is available to employees who:

- (a) Prior to the expected date of birth or taking custody, had ordinary hours of work not less than 31¼ hours per week; and
- (b) Prior to the expected date of birth, completed not less than 40 weeks' continuous service of not less than 31¼ hours per week;

48.6 Employees entitled to parental leave in accordance with this clause shall also have an additional entitlement as set out in clause 72, Additional Maternity, Adoption and Parental Leave Entitlements of this Award.

49. Military Leave

49.1 Subject to subclause 49.2, the CEO may, during the period of 12 months commencing on 1 July each year, grant to an employee who is a volunteer part-time member of the Defence Forces military leave on full pay for such absence from duty as is necessarily involved:

- (a) In respect of periods of annual training not exceeding in the aggregate:
 - (i) In the case of a member of the Naval Forces - 13 calendar days;
 - (ii) In the case of a member of the Military Forces - 14 calendar days; or
 - (iii) In the case of a member of the Air Force - 16 calendar days; and
- (b) In respect of attendance at schools, classes or courses of instruction, not exceeding in the aggregate:
 - (i) In the case of a member of the Naval Forces - 13 calendar days;
 - (ii) In the case of a member of the Military Forces - 14 calendar days; or
 - (iii) In the case of a member of the Air Force - 16 calendar days.

49.2 Notwithstanding subclause 49.1 where the commanding officer certifies in writing that it is necessary for an employee to attend on days addition to those specified in subclause 49.1, the CEO may grant to the employee military leave on full pay for a further period not exceeding in the aggregate 4 days in any one year.

49.3 Applications for military leave shall be accompanied by satisfactory evidence of the necessity for attendance and at the expiration of military leave the employee shall furnish to the CEO a certificate of attendance signed by the commanding officer or other responsible officer.

50. Family and Community Service Leave

50.1 Except as otherwise provided by this clause, the CEO may, in the case of pressing necessity, grant to an employee family and community service leave on full pay, 2½ of the employee's working days in the first year of service and, on completion of the first year's service, 5 of the employee's working days in any period of 2 years.

50.2 An employee may be granted family and community service leave:

- (a) For reasons related to his/her family responsibilities; or
- (b) For the performance of community service; or

- (c) On compassionate grounds, such as the death or illness of a close member of the family or a member of the employee's household; or
 - (d) In the case of pressing necessity.
- 50.3 When family and community service leave is exhausted, sick leave may be used by an employee to care for a sick relative. The employee must be solely responsible for their care and support.
- 50.4 Any unused sick leave accrued from the previous 3 years (minus any sick leave taken) may be used to care for a relative.
- 50.5 The CEO may authorise additional family and community service leave from sick leave accrued more than three years previously.

51. Sick Leave

51.1 Accrual

- (a) All employees employed on a full-time basis are eligible to be granted 15 working days' paid sick leave per calendar year, i.e. 1 January to 31 December.
- (b) Sick leave does not accrue on a monthly basis and the full annual entitlement is available from 1 January each year.
- (c) The unused component of the annual entitlement is fully cumulative.
- (d) Saving of Former Entitlements:

Employees who commenced employment prior to 1 May 1988 and who had an entitlement under the former cumulative scale as at 30 April, 1988 shall retain such entitlement for use, if necessary in future years.

- (e) New Appointees
 - (i) Employees who are appointed after 1 January of a calendar year shall have the annual grant reduced in terms of the following formula:

$$\frac{\text{No. of whole months remaining in year}}{12 \text{ months}} \times \text{Annual Entitlement}$$
 - (ii) Employees who are appointed after the first day of the month will have their sick leave calculated on the basis of complete months of service commencing from the beginning of the month following their date of appointment.
 - (iii) However, should sick leave become necessary before the expiration of the month of appointment, sick leave may be granted in advance provided it is supported by acceptable medical certificate(s).
- (f) Part-time Employees

Annual sick leave entitlement of 15 days per calendar year shall be granted on a pro rata basis and any unused leave shall be fully cumulative.

51.2 Authority to Grant

- (a) Where the CEO is satisfied that an employee is unable to perform duty on account of illness, the CEO:
 - (i) Shall, subject to this clause, grant to the employee sick leave on full pay; and

- (ii) May, subject to this clause, grant to the employee sick leave without pay if the absence of the employee extends beyond the limits of sick leave on full pay, which the CEO may grant.
- (b) Notwithstanding any other provision, the CEO may grant to an employee such additional amount of sick leave as is deemed fit.

51.3 Requirement for Medical Certificate

- (a) An employee absent from duty on the grounds of illness:
 - (i) In respect of any such absence in excess of 3 consecutive working days - shall; or
 - (ii) In respect of any such absence of 3 consecutive working days or less - shall if required to do so by the CEO,

furnish a medical certificate to the CEO.

- (b) Notwithstanding paragraph 51.3(a), the CEO may at any time require an employee who has been granted sick leave to furnish medical evidence of the inability of the employee to resume duty.
- (c) Where an employee applying for sick leave furnishes a medical certificate which appears to the CEO to indicate that the condition of the employee does not warrant the grant of sick leave, that application together with that medical certificate shall be referred forthwith by the CEO to HealthQuest for consideration.
- (d) The nature of the leave to be granted to an employee in respect of an application referred to in subparagraph 51.3(a)(ii) shall be determined by the CEO upon the advice of HealthQuest.
- (e) Where sick leave is not granted in respect of an application referred to in subparagraph 51.3(a)(ii), the CEO shall, as far as practicable, take into account the wishes of the employee concerned when determining the nature of the leave to be granted in respect of the application.
- (f) An employee may elect to have an application for sick leave dealt with confidentially by HealthQuest in accordance with such procedures as may be determined from time to time by the Corporation.
- (g) Subject to paragraph 51.3(h) where an employee who is on annual leave, long service leave or any other leave except sick leave furnishes to the CEO a satisfactory medical certificate in respect of illness occurring during that leave, the CEO may, subject to the provisions on sick leave, grant sick leave to the employee for the following period:
 - (i) In the case of an employee on annual leave - the period set out in the medical certificate; or
 - (ii) In the case of an employee on long service leave - the period set out in the medical certificate, except if that period is less than 5 working days.
- (h) Paragraph 51.3(g) shall apply to all employees other than those on leave prior to resignation or termination of services unless the resignation or termination of services amounts to retirement.

51.4 To Care for a Family Member

- (a) When family and community service leave provided in the relevant clause in this Award is exhausted, an employee with responsibilities in relation to a category as set out below who needs the employees care and support may elect to use available paid sick leave, subject to the conditions specified in the subclause, to provide such care and support when a family member is ill.

- (b) The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous 3 years. In special circumstances, the CEO may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- (c) If required by the CEO, the employee must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (d) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) The employee being responsible for the care and support of the person concerned; and
 - (ii) The person concerned being -
 - (A) A spouse of the employee; or
 - (B) A de facto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
 - (C) A child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent), grandchild or sibling of the employee or of the spouse or of the de facto spouse of the employee; or
 - (D) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or a relative of the staff member 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.

51.5 Higher-Grade Pay

Where an employee performs, for a period of at least 3 months, work for which is fixed a higher rate of salary than that applicable to the employee's appointed classification and, during the period of 3 months immediately preceding the taking of sick leave, the employee has not ceased to do such work for a period of total or separate periods exceeding the ordinary working week, in such higher classification, the employee shall be paid, in respect of such sick leave, with a maximum of 20 days in respect of any continuous absence the rate of salary applicable to such higher classification which thereafter shall be reduced to the rate of salary applicable to the employee's appointed classification.

51.6 At Retirement

In the event of the retirement of an employee on account of ill health, such retirement shall not be effected earlier than the date on which the employee's credit of leave at full pay shall be exhausted unless paid any accrued sick leave at full pay to which such employee would be entitled under the Sick Leave clause in this Award.

51.7 Workers Compensation

- (a) This clause applies where an employee is or becomes unable to attend for duty or to continue on duty in circumstances, which may give the employee a right to claim for compensation under the *Workers Compensation Act 1987*.

- (b) Where an employee referred to in paragraph 51.7(a) has made a claim for any such compensation, the employee may, pending the determination of that claim and subject to the provisions of this clause relating to sick leave and to paragraphs 51.7(d) and 51.7(g), be granted by the CEO sick leave on full pay for which the employee is eligible and, if that claim is accepted, the equivalent period of any such sick leave shall be restored to the credit of the employee.
- (c) An employee who continues in receipt of compensation after the completion of the period of 26 weeks referred to in section 9.1(a) of the *Workers Compensation Act 1987* may, subject to the provisions of this clause relating to sick leave and to paragraph 51.7(g), be paid an amount representing the difference between the amount of compensation payable under that Act and the ordinary rate of pay of the employee. Sick leave equivalent to the amount of the difference so paid shall be debited against the employee.
- (d) Where an employee referred to in paragraph 51.7(a) notifies the CEO that he/she does not intend to make a claim for any such compensation, sick leave on full pay shall not be granted but the CEO shall decide as to whether that leave may be granted.
- (e) Where an employee who is required to submit to examination by a medical practitioner, or by a medical referee or Board under the *Workers Compensation Act 1987*, in relation to a claim for compensation under that Act, refuses to submit to or in any way obstructs any such examination, the employee shall not be granted sick leave on full pay until that examination has taken place and a medical certificate has been given indicating that the employee is not fit to resume duty.
- (f) Where a medical practitioner, or a medical referee or Board under the *Workers Compensation Act 1987*, gives a certificate setting out the condition and fitness for employment of the employee or the kind of employment for which the employee is fit, and the CEO makes available to the employee employment falling within the terms of that certificate and the employee refuses or fails to resume or perform the employment so provided, all payments in accordance with this clause shall cease from the date of that refusal or failure.
- (g) Notwithstanding paragraphs 51.7(b) or 51.7(c), where there is a redemption of weekly payments by the payment of a lump sum under the *Workers Compensation Act 1987*, there shall thereupon be no grant of further sick leave on full pay.

52. Special Leave

52.1 Special Purposes

- (a) Special leave on full pay shall be granted to an employee:
 - (i) For the purpose of attending any examination required to qualify for appointment to a position where possession of such qualification is a prerequisite for an appointment to that position; and
 - (ii) Up to a maximum of 5 days in any one year for the purpose of attending at any other examination approved by the Corporation for the purpose of this paragraph.
- (b) Special leave granted for the purpose of attending at an examination shall include leave for any necessary travel to or from the place at which the examination is held.
- (c) Special leave on full pay may be granted to an employee for such other purposes and during such periods and subject to such conditions as may be determined from time to time by the Corporation.

52.2 Jury Service

- (a) An employee shall, as soon as possible, notify the CEO of the details of any jury summons served on the employee.

- (b) An employee who, during any period when otherwise required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the CEO any certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendance by the employee during any such period and the details of any payment or payments made to the employee under section 72 of the Jury Act 1977, in respect of any such period.
- (c) The CEO shall, in respect of any period during which an employee was required to be on duty:
 - (i) Upon receipt of any such certificate of attendance, grant, in respect of any such period for which the employee has been paid out-of-pocket expenses only, special leave on full pay; or
 - (ii) In any other case, grant at the sole election of the employee:
 - (a) Subject to this clause, annual leave on full pay; or
 - (b) Leave without pay.

52.3 Witness at Court

- (a) This clause does not apply to an employee who is subpoenaed or called as a witness in an official capacity.
- (b) An employee who is subpoenaed or called as a witness shall:
 - (i) Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
 - (ii) Pay into the Corporation all money paid to the employee under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.

53. Notification of Absence from Duty

- 53.1 An employee of the Corporation shall not be absent from duty unless reasonable cause can be shown.
- 53.2 If an employee is absent from duty on account of illness or other emergency, the employee shall forthwith furnish or cause to be furnished, an explanation of the absence.
- 53.3 An employee who is unable to attend for duty because of sickness, or for any other reason, must ensure that the appropriate Manager is notified by 10.00 a.m. or as soon as practicable thereafter on the day in question of inability to attend for duty.

If the absence is likely to extend beyond one day, notification of that fact shall be made on the first day of absence, if known; otherwise, notification of absence shall be made on each subsequent day until duration of likely absence is known.
- 53.4 If an employee is absent from duty without authorised leave and does not forthwith furnish, or cause to be furnished, an explanation of the absence to the satisfaction of the CEO, the CEO shall cause to be deducted from the pay of the employee such amount as was paid to the employee in respect of the period of absence.
- 53.5 An employee who is dissatisfied with a decision of the CEO under subclause 53.4 may appeal against that decision pursuant to the appeal arrangements provided in this Award.
- 53.6 Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from duty without authorised leave.

54. Public Holidays

- 54.1 Unless directed to attend for duty by the CEO, a staff member is entitled to be absent from duty on any day which is:
- (a) A public holiday throughout the State; or
 - (b) A local holiday in that part of the State at or from which the staff member performs duty; or
 - (c) A day between Boxing Day and New Year's Day determined by the CEO as an additional day.
- 54.2 A staff member who is required by the CEO to work on a local holiday may be granted time off in lieu on an hour-for hour-basis for the time worked on a local holiday.
- 54.3 If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

55. Study Time

Study time is available to develop the skills and versatility of staff and may be granted at the discretion of CEO for approved courses.

56. Reimbursement of Fees

Staff undertaking approved part-time study or training shall be eligible for reimbursement of all or part of the fees and/or other compulsory charges.

57. Training and Development

The provisions relating to staff development and training activities as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 shall apply.

58. Motor Vehicles

The Corporation shall provide motor vehicles usage to staff as appropriate where it is a requirement of their work.

59. Flexible Work Practices

- 59.1 Nothing in this Award shall affect the hours of duty of a staff member who is covered by a written flexible working hours agreement negotiated under a Flexible Work Practices, Policy and Guidelines.
- 59.2 Flexible working hours agreements negotiated in terms of the NSW Government Flexible Work Practices, Policy and Guidelines after the effective date of this Award shall be subject to the conditions specified in this Award and in consultation with the Association.

60. Working from Home

The CEO may grant approval to staff to work from home for temporary or fixed periods.

61. Part Time Work and Job Share Arrangements

- 61.1 Staff of the Corporation may work part-time or on a job-sharing arrangement where the Corporation supports it.
- 61.2 Such arrangements shall be detailed in a signed agreement between the staff member and the Corporation.

- 61.3 Part-time work is permanent employment and part-time staff members normally work fewer hours than full-time staff members and receive all the entitlements of full-time staff members on a proportional basis.
- 61.4 Job-sharers perform the role of one job and the workload and performance expectations should be similar to what would be expected if one staff member were performing the job.

62. Secondary (Private) Employment

The CEO may approve applications by staff to engage in secondary employment.

62.1 A staff member shall not:

- (a) Accept or continue to hold or discharge the duties of or be employed in any paid office in connection with any banking, insurance, mining, mercantile or other commercial business, whether it is carried on by a corporation, company, firm or individual; or
- (b) Engage in or undertake any such business, whether as principal or agent; or
- (c) Engage in or continue in the private practice of any profession, occupation or trade, or enter into any employment, whether remunerative or not, with any corporation, company, firm or individual so engaged, except with the permission of the CEO.

62.2 The CEO may withdraw any such permission at any time.

62.3 Subclauses 62.1 and 62.2 are subject to any other Act that expressly applies to staff members.

62.4 If a staff member:

- (a) Is the holder of an office or position; or
- (b) Is engaged in any employment whatever,

other than in connection with the duties of the staff member's position under the Crown, the staff member must at once notify the fact to the CEO.

62.5 If a staff member has given a notification to the CEO under subclause 62.4, then the CEO may require the staff member to resign the office or position or to abstain from engaging in the employment.

62.6 Current staff shall (if they have not already done so) seek appropriate approval for any existing or intended secondary employment or interests that may conflict with this clause.

63. Performance Management and Appraisal

63.1 A performance management system shall be used to provide employees with formal feedback on their performance and identify and address individual development needs.

63.2 The focus of the system shall be on reviewing specific objectives or key outcomes required of employees in their roles.

63.3 For most positions in the Corporation, objectives or key outcomes may be obtained from, but are not limited to:

- (a) The job description;
- (b) Specific performance standards that are applicable (e.g. processing turn around times from service level contract); or

- (c) Any specific objectives agreed with the employee on their commencement in the position or at their last performance review.
- 63.4 Each objective or key outcome must be measurable and the measure must be clearly defined as part of the performance management system.
- 63.5 Although formal performance reviews are completed on an annual basis, managers are expected to provide regular ongoing feedback to their staff regarding their performance.

64. Conduct and Discipline of Employees

- 64.1 Staff shall abide by the Corporation's Code of Conduct and related policies and procedures.
- 64.2 Where there appears to be a breach of discipline or poor performance issues, the following steps shall be taken:
- (a) The employee who exhibits unsatisfactory performance or behaviour shall be counselled, in order to outline the expected standards.

The employee is then offered assistance and guidance in achieving those standards.
 - (b) Create a confidential written record of the counselling.

The employee receives a copy of the record, and is given an opportunity to comment either in writing or orally.

The record is placed on the employee's personnel file only where the employee has been given the opportunity to respond.
 - (c) Allow the employee adequate time to demonstrate a willingness to improve the performance or behaviour.

If, at the end of this period, no willingness has been demonstrated, then disciplinary action (up to and including dismissal) may be undertaken
 - (d) Nothing in the procedure limits the rights of the Corporation to summarily dismiss an employee for serious and wilful misconduct.
 - (e) Ensures that the employee is entitled to have an available employee (from another area not under the direct supervision of the reviewing Manager) present as a witness throughout the process.

A union representative or nominated agent may also be informed, providing confidentiality is not breached.
- 64.3 The disciplinary procedures are designed to obtain compliance with established rules of conduct and to correct under achievement of goals and obligations established by the employment relationship. These disciplinary procedures are not intended to punish employees.

65. Managing Displaced Staff and Redundancy

- 65.1 Where changes result in staff becoming displaced, the arrangements for managing such staff shall be in accordance with the NSW Government public sector "Managing Displaced Employees" policy.
- 65.2 The arrangements shall be based on professional management practice, systematic restructuring process as well as merit and equity principles.
- 65.3 The provisions for redundancy as outlined in the "Managing Displaced Employees" policy shall apply to the Corporation.

66. Anti-Discrimination

- 66.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibility as a carer.
- 66.2 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.
- 66.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 66.4 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.
- 66.5 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.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
"Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

67. Transitional Arrangements

Where, through job evaluation, restructuring or other means, the gradings of positions may be affected, each staff member's individual circumstances shall be taken into account and personal arrangements made as appropriate.

68. Grievance and Dispute Settling Procedures

- 68.1 Process
- (a) All grievances and disputes relating to the provisions of this Award are to be dealt with initially as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate division, if required.
 - (b) Further details and guidelines on process shall be in accordance with Corporation policy.

68.2 Formal Notification and Graduated Steps

- (a) An employee is required to notify in writing their immediate Manager as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (b) The immediate Manager must convene a meeting in order to resolve the grievance, dispute or difficulty within 2 working days, or as soon as practicable, of the matter being brought to attention.
- (c) If the matter remains unresolved with the immediate Manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This Manager must respond within 2 working days, or as soon as practicable.
- (d) The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the CEO.
- (e) If the matter remains unresolved, the CEO must provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning the action to be taken, or the reason for not taking action, in relation to the matter.

68.3 Representation and Third Parties

- (a) An employee, at any stage, may request to be represented by their Association or an Agent.
- (b) The employee or the Association or Agent on their behalf or the CEO may seek the assistance of an agreed mediator.
- (c) The employee or the Association or Agent on their behalf or the CEO may refer the matter to the NSW Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (d) The employee and Association and Agent agree to be bound by any order or determination by the NSW Industrial Relations Commission in relation to the dispute.

68.4 Normal Work to Continue

- (a) Whilst the procedures outlined above are being followed, normal work undertaken prior to the notification of the dispute or difficulty continues unless otherwise agreed between the parties.
- (b) In a case involving occupational health and safety, if practicable, normal work proceeds in a manner which avoids any risk to the health and safety of any employee or member of the public.

69. Relationship to Other Awards

- 69.1 This Award shall be reviewed in light of any variation to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, or an award replacing it, in so far as it may affect clauses referred to in that award by this Award.
- 69.2 Where there may be inconsistencies between this Award and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, the arrangements in this Award shall prevail.

70. Deduction of Union Membership Fees

- 70.1 The Association shall provide the employer with a schedule setting out Association membership fees payable by members of the Association in accordance with the Association's rules.

- 70.2 The Association shall advise the Corporation of any change to the amount of membership fees made under its rules. Any variation to the schedule of Association membership fees payable shall be provided to the Authority at least one month in advance of the variation taking place.
- 70.3 Subject to subclauses 70.1 and 70.2 the Corporation shall deduct Association membership fees from the salary of any officer who is a member of the Association in accordance with the Association's rules, provided that the officer has authorised the Authority to make such deductions.
- 70.4 Monies so deducted from officers' salary shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to officers' Association membership accounts.

71. Secure Employment

71.1 Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

71.2 Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph 71.2, upon receiving notice under paragraph 71.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
- (i) whether the employee will convert to full-time or part-time employment; and

- (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (g) Following an agreement being reached pursuant to paragraph (f) the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

71.3 Occupational Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
 - (i) 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.
 - (ii) 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.
- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (ii) 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;
 - (iii) 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
 - (iv) 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.
- (c) Nothing in this subclause 71.3 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*.

71.4 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.

71.5 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.

72. Additional Maternity, Adoption and Parental Leave Entitlements

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

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

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

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

72.3 Right to request

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

to assist the employee in reconciling work and parental responsibilities.

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

The employee's request and the CEO's decision made under 72.3(a)(ii) and 72.3(a)(iii) must be recorded in writing.

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

Where an employee wishes to make a request under 72.3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

72.4 Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the CEO shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the CEO about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the CEO of changes of address or other contact details which might affect the CEO's capacity to comply with paragraph (a).

73. Casual Personal Carers and Bereavement Leave Entitlements

73.1 Personal Carers entitlement for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in clause 51.4(d) of this Award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
- (b) The CEO and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) A CEO must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the CEO to engage or not to engage a casual employee are otherwise not affected.
- (d) The casual employee shall, if required,
 - (i) 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
 - (ii) establish by production of documentation acceptable to the CEO or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

73.2 Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the CEO).
- (b) The CEO and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) A CEO must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the CEO to engage or not engage a casual employee are otherwise not affected.
- (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the CEO of their inability to attend for duty. If it is not reasonably practicable to inform the CEO during the ordinary hours of the first day or shift of such absence, the employee will inform the CEO within 24 hours of the absence."

74. No Extra Claims

This Award is premised on the basis that there will be no new salaries or condition claims arising from negotiation of productivity and efficiency improvements covered by this Award.

75. Area, Incidence and Duration

- 75.1 This Award shall apply to all employees of the Superannuation Administration Corporation unless otherwise specified by the CEO.
- 75.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the superannuation Administration Corporation (Salaries and Conditions 2004) Award published 6 May 2005 (350 I.G. 899) and all variations thereof.
- 75.3 The changes made to the Award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 18 December 2007.
- 75.4 This Award remains in force until varied or rescinded, the period for which it was made already having expired.

PART B**MONETARY RATES****Table 1 - Allowances****Effective 1 July 2007**

Item No	Clause No	Description	Amount \$
1		Meal expenses on one day journeys	
	25	Capital cities and high cost country centres (see list in item 2)	
	25	Breakfast	20.20
	25	Dinner	38.95
	25	Lunch	22.65
	25	Tier 2 and other country centres (see list in item 2)	
	25	Breakfast	18.05
	25	Dinner	35.60
	25	Lunch	20.65
2	26	Travelling allowances when staying in non-govt accommodation	
		Capital cities	Per day
		Adelaide	\$242.25
		Brisbane	\$253.25
		Canberra	\$211.25
		Darwin	\$238.25
		Hobart	\$201.25
		Melbourne	\$247.25
		Perth	\$233.25
		Sydney	\$280.25
	26	High cost country centres	Per day
		Alice Springs (NT)	\$195.25
		Ballarat (VIC)	\$199.25
		Bendigo (VIC)	\$204.75
		Broome (WA)	\$250.25
		Bunbury (WA)	\$194.25
		Burnie (TAS)	\$210.75
		Carnarvon (WA)	\$206.75
		Christmas Island (WA)	\$217.25
		Cocos (Keeling) Island	\$197.25
		Dampier (WA)	\$247.25
		Derby (WA)	\$236.25
		Devonport (TAS)	\$203.75
		Emerald (QLD)	\$193.75
		Exmouth (WA)	\$224.75
		Geraldton (WA)	\$194.25
Gold Coast (QLD)	\$215.25		
Halls Creek (WA)	\$222.25		
Horn Island (QLD)	\$216.25		
Jabiru (NT)	\$287.25		

		Kadina (SA)	\$194.25
		Kalgoorlie (WA)	\$199.75
		Karratha (WA)	\$286.25
		Kununurra (WA)	\$244.25
		Launceston (TAS)	\$198.25
		Mackay (QLD)	\$197.25
		Maitland (NSW)	\$195.75
		Mount Gambier (SA)	\$194.25
		Mount Isa (QLD)	\$207.25
		Naracoorte (SA)	\$193.25
		Newcastle (NSW)	\$202.25
		Newman (WA)	\$233.25
		Norfolk Island	\$195.25
		Port Hedland (WA)	\$276.75
		Port Lincoln (SA)	\$193.25
		Port Macquarie (NSW)	\$200.25
		Portland (VIC)	\$198.25
		Thursday Island (QLD)	\$262.25
		Wagga Wagga (NSW)	\$197.75
		Warrnambool (VIC)	\$196.75
		Weipa (QLD)	\$222.25
		Whyalla (SA)	\$194.25
		Wollongong (NSW)	\$195.75
		Wonthaggi (VIC)	\$208.25
		Yulara (NT)	\$410.25
	26	Tier 2 country centres	Per day
		Albany (WA)	\$180.75
		Bairnsdale (VIC)	\$180.75
		Bathurst (NSW)	\$180.75
		Bordertown (SA)	\$180.75
		Bright (VIC)	\$180.75
		Broken Hill (NSW)	\$180.75
		Cairns (QLD)	\$180.75
		Castlemaine (VIC)	\$180.75
		Ceduna (SA)	\$180.75
		Dalby (QLD)	\$180.75
		Dubbo (NSW)	\$180.75
		Echuca (VIC)	\$180.75
		Esperance (WA)	\$180.75
		Gladstone (QLD)	\$180.75
		Horsham (VIC)	\$180.75
		Innisfail (QLD)	\$180.75
		Orange (NSW)	\$180.75
		Port Augusta (SA)	\$180.75
		Renmark (SA)	\$180.75
		Roma (QLD)	\$180.75
		Seymour (VIC)	\$180.75

	26	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	Per Day 50% of the appropriate location rate
3	38	Use of private motor vehicle Official business Engine capacity- 2601cc and over 1601cc-2600cc 1600cc or less	Cents per kilometre 83.0 77.3 55.3
	38	Casual rate Engine capacity- 2601cc and over 1601cc-2600cc 1600cc or less Motor cycle allowance Normal business	 29.5 27.4 23.1 36.4
4	32	On-call (stand-by) and on-call allowance (effective fpp on or after 1 July 2007)	0.73 per hour
5	31	First aid allowance (effective fpp on or after 1 July 2007) - Holders of basic qualifications - Holders of current occupational first aid certificate	Per annum \$666 pa \$1002 pa
6	22	Overtime meal allowances Breakfast Lunch Dinner Supper	Effective 1 July 2007 \$22.60 \$22.60 \$22.60 \$8.70

Table 2 - Salaries

Classification	Year	From first pay period after 1 July 2007 \$
General Scale	Year 1	27,055
	Year 2	32,723
	Year 3	35,266
	Year 4	36,229
	Year 5	37,762
	Year 6	38,448
	Year 7	39,400
	Year 8	40,857
	Year 9	42,338
	Year 10	43,903
	19 Yrs & HSC	30,656
SAC Officer Level 1	Year 1	46,320
	Year 2	47,682
SAC Officer Level 2	Year 1	49,012
	Year 2	50,356

SAC Officer Level 3	Year 1	51,784
	Year 2	53,344
SAC Officer Level 4	Year 1	55,010
	Year 2	56,701
SAC Officer Level 5	Year 1	61,128
	Year 2	63,056
SAC Officer Level 6	Year 1	65,527
	Year 2	67,448
SAC Officer Level 7	Year 1	69,468
	Year 2	71,546
SAC Officer Level 8	Year 1	74,527
	Year 2	76,896
SAC Officer Level 9	Year 1	79,188
	Year 2	81,414
SAC Officer Level 10	Year 1	84,738
	Year 2	87,263
SAC Officer Level 11	Year 1	91,589
	Year 2	95,472
SAC Officer Level 12	Year 1	101,454
	Year 2	105,923

Table 3 - Settlement Periods for Work Hours System

	Commences on	Finishes on
Period 1	31/12/07	25/01/08
Period 2	28/01/08	22/02/08
Period 3	25/02/08	21/03/08
Period 4	24/03/08	18/04/08
Period 5	21/04/08	16/05/08
Period 6	19/05/08	13/06/08
Period 7	16/06/08	11/07/08
Period 8	14/07/08	08/08/08
Period 9	11/08/08	05/09/08
Period 10	08/09/08	03/10/08
Period 11	06/10/08	31/10/08
Period 12	03/11/08	28/11/08
Period 13	01/12/08	26/12/08
Period 1	29/12/08	23/01/09
Period 2	26/01/09	20/02/09
Period 3	23/02/09	20/03/09
Period 4	23/03/09	17/04/09
Period 5	20/04/09	15/05/09
Period 6	18/05/09	12/06/09
Period 7	15/06/09	10/07/09
Period 8	13/07/09	07/08/09
Period 9	10/08/09	04/09/09
Period 10	07/09/09	02/10/09
Period 11	05/10/09	30/10/09
Period 12	02/11/09	27/11/09
Period 13	30/11/09	25/12/09
Period 1	28/12/09	22/01/10
Period 2	25/01/10	19/02/10
Period 3	22/02/10	19/03/10
Period 4	22/03/10	16/04/10
Period 5	19/04/10	14/05/10

Period 6	17/05/10	11/06/10
Period 7	14/06/10	09/07/10
Period 8	12/07/10	06/08/10
Period 9	09/08/10	03/09/10
Period 10	06/09/10	01/10/10
Period 11	04/10/10	29/10/10
Period 12	01/11/10	26/11/10
Period 13	29/11/10	24/12/10

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

TAFE NSW SYDNEY INSTITUTE (GRAPHIC ARTS SECTION) WAGES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1766 of 2007)

Before Commissioner Tabbaa

20 December 2007

REVIEWED AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Anti-discrimination
4.	Rates of Pay
5.	Wage Sacrifice for Superannuation and Wage/Salary Packaging Arrangements
6.	Hours of Work
7.	Leave
8.	Personal/Carers Leave
9.	Overtime
10.	Duties of Employees
11.	Training
12.	Redundancy
13.	Dispute Resolution Procedure
14.	Deduction of Union Membership Fees
15.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

2. Definitions

- (a) "Department" means the Department of Education and Training.
- (b) "Employee" means any permanent or temporary printing support officer assigned to work in the Graphic Arts Section at the TAFE NSW Sydney Institute, and who works 38 hours per week.
- (c) "Employer" means the Division Head of the NSW Department of Education and Training.
- (d) "Part Time Employee" means any permanent or temporary printing support officer assigned to work at the Graphic Arts Section at the TAFE NSW Sydney Institute, and who works less than 38 hours per week.

- (e) "Printing Support Officer - Level 1" performs routine maintenance and cleaning of machines and workshop. Attends to equipment, carries out necessary adjustments, replaces parts and installs equipment. No formal qualifications required, no operation of trade equipment.
- (f) "Printing Support Officer - Level 2" operates single purpose machines and equipment. Attends to equipment, carries out necessary adjustments, replaces parts and installs equipment. Cleans workshop and equipment. No formal qualifications required, no operation of trade equipment.
- (g) "Printing Support Officer - Level 3" provides high quality printing, class support services and advice. Operates, maintains, repairs and installs printing and related equipment to the level of qualifications, training and skills possessed. Specialised in at least one area of the printing industry. Recognises and acts on quality assurance problems. Formal qualifications in the printing industry or recognised equivalent.
- (h) "Printing Support Officer - Level 4" manages and co-ordinates the printing support operations within the Graphic Arts Section. Develops, implements and monitors an ongoing preventative maintenance program for all printing and related equipment. Prepares printing support staff rosters, checks timebooks, prepares weekly attendance returns, certifies overtime claims. Formal qualifications in the printing industry or recognised equivalent with demonstrated management experience.
- (i) Printing Computer Support Officer provides high quality computing class support services and advice. Ensures that computer equipment is maintained and operative, recognises and acts on quality assurance problems. Identifies and responds to computer related problems and takes necessary action to rectify. Formal qualifications in the printing industry or recognised equivalent with broad computer knowledge.
- (j) "TAFE" means the New South Wales Technical and Further Education Commission.
- (k) "Union" means the Australian Manufacturing Workers Union, Printing Division NSW.

3. Anti-Discrimination

- (a) It is the intention of the parties to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed under clause 13 of 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 shall 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.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and
 - (iv) a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- (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.

4. Rates of Pay

- (a) The weekly rates of pay for all printing support officers are set out in Table 1 of Part B, Monetary Rates.
- (b) The maximum weekly rates of pay for part time employees shall be the hourly equivalent of the ordinary weekly rate of pay prescribed by subclause (a) of this clause of the classifications in which the employee is engaged for the actual number of hours worked.
- (c) The weekly wage rates as set out in Table 1 of Part B, Monetary Rates, shall be adjusted in line with the Crown Employees Wages Staff (Rates of Pay) Award 2007 or any variation to, or successor instruments to the said award.

5. Wage Sacrifice for Superannuation and Wage/Salary Packaging Arrangements

- (i) The entitlement to salary package in accordance with this clause is available to:
 - (a) permanent full-time and part-time employees;
 - (b) temporary employees, subject to the Department's convenience; and
 - (c) casual employees, subject to the Department's convenience, and limited to salary sacrifice to superannuation in accordance with subclause (vii).
- (ii) For the purposes of this clause:
 - (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 4, Rates of Pay, and Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgment debtor/garnishee orders.
- (iii) By mutual agreement with the employer, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
 - (a) a benefit or benefits selected from those approved by the employer; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the employer for the benefit provided to or in respect of the employee in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the employer at the time of signing the Salary Packaging Agreement.
- (vii) Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
 - (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or

- (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Department's agreement, paid into another complying superannuation fund.
- (viii) Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- (ix) Where the employee makes an election to salary package and 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*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,

the employer must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

- (x) Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause (ix) of this clause, the employer must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the employer may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) Where the employee makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (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 the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 4, Rates of Pay, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) The Department may vary the range and type of benefits available from time to time following discussion with the union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (xiii) The Department will determine from time to time the value of the benefits provided following discussion with the union. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

6. Hours of Work

- (a) The ordinary working hours of employees covered by the award shall be thirty-eight per week. Such hours shall be worked on a twenty-day four-week cycle, Monday to Friday inclusive, with nineteen working days of eight hours each with 0.4 of one hour on each day worked accruing as an entitlement to take up to one day off in each work cycle paid for as though worked. The day off shall preferably be a Monday or Friday and may be either a fixed day or a rostered day depending upon the particular

requirements of management. Where special circumstances arise the day so determined may be altered to some other day to meet the needs of the establishment.

- (b) Part time employees who work regular hours on a five day basis may, by mutual agreement between the employee and the Director of Sydney Institute, be entitled to the benefit of the 38 hour week, 19 day month on a pro rata basis.
- (c) Starting and finishing times for employees covered by this award shall be determined by the Director of Sydney Institute provided that the earliest starting time shall be 6.15 am and the latest ceasing time shall be 9.00 pm.
- (d) In the event of an employee's ordinary ceasing time being later than 5.30 pm the Director of Sydney Institute shall give the employee at least 24 hours prior notice of such later ceasing time. Work performed after 5.30 pm shall attract overtime in accordance with the provisions of clause 9, Overtime of this award.
- (e) An employee who is required to work on their rostered day off shall be entitled to an alternative rostered day to be taken within a period of three months.
- (f) Rostered days may be accumulated during semesters and taken in the vacation next occurring.
- (g) Where an employee's rostered day off falls on a public holiday, to which the employee is normally entitled as a day off without loss of pay, the employee shall within three months of the date of that public holiday, be given an alternative day in lieu of the day off which falls on the public holiday.
- (h) Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- (i) An employee who has not worked, or is not regarded by reason of subclause (e) as having worked, a complete four-week cycle shall receive pro rata accrued entitlements for each day worked (or each fraction day worked) or regarded as having been worked in such cycle payable for the rostered day off or, in the termination of employment, on termination.
- (j) The Director of Sydney Institute shall give employee's covered by the terms of this award 48 hours notice of any decision to change a pre-specified rostered day.
- (k) Subject to clause 1 the Director of Sydney Institute may require an employee to work reasonable overtime at overtime rates.
- (l) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (m) For the purposes of clause 1 what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Director of Sydney Institute of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

7. Leave

- (a) Annual Recreation Leave - All employees, other than casual employees, will be entitled to a minimum of 20 days recreation leave or pro-rata where employed for periods of less than the equivalent full-time.

- (b) Annual Leave Loading - All employees, other than casual employees, shall be paid a loading of 17.5 per cent of their salary for each week of the four weeks minimum annual leave as provided for in subclause (a) of this clause for each 12 months of service, or pro-rata on the basis of the employees ordinary hours of work.
- (c) Sick Leave
- (i) All full-time employees shall be entitled to 15 days per annum with the unused component of the annual entitlement being fully cumulative.
- (ii) All part time or temporary employees sick leave entitlement shall be in that proportion of 15 days which their appointment bears to the proportion of the year that they work.
- (d) Extended Leave
- (i) All printing support officers shall be entitled to extended leave of 44 working days on full pay or 88 working days on half pay after completing ten years of service and a further 11 working days for each completed year of service after ten years.
- (e) Family and Community Services Leave
- (i) The Director of Sydney Institute may grant all printing support officers, family and community services leave:
- (1) for reasons related to family responsibilities;
- (2) for the performance of community service; or
- (3) in cases of pressing necessity.
- (ii) The maximum amount of family and community service leave on full pay which may be granted is whichever is the greater of:
- (1) Two and one half working days during the first year of service and five working days in any period of two years after the first year of service; or
- (2) One working day for each year of service after two years of continuous service, less any period of family and community service leave already taken.
- (iii) The Director of Sydney Institute may grant employee's up to a maximum of five days family and community service leave without pay in any year if the entitlement of paid family and community service leave has been used. The amount of such leave granted in any one year is to be reduced by the amount of any paid family and community service leave already taken in that period.
- (iv) Family and community services leave could be used for the following situations:
- (1) the illness of a relative;
- (2) where a child carer is unable to look after their charge;
- (3) to arrange or attend a funeral of a relative;
- (4) adverse weather conditions which prevent attendance or threaten life or property;
- (5) to accompany a relative to a medical appointment where there is no element of emergency;
- (6) parent and teacher meetings;

- (7) education week activities; and
 - (8) to care for an elderly relative.
- (v) The Director of Sydney Institute may also grant family and community service leave for matter such as:
- (1) attending to accommodation;
 - (2) citizenship;
 - (3) motor vehicle accidents on the way to work;
 - (4) representing Australia or the State in amateur sport other than in the Olympic games or the Commonwealth Games; and
 - (5) office holders in local government (other than as Mayor) for attendance at meetings, conferences or other associated duties.
- (vi) Employee's are not to be granted family and community service leave for attendance at court to answer a criminal charge, except with the approval of the Director of Sydney Institute.

8. Personal/Carer's Leave

- (a) Use of Sick Leave
- (i) Any employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 8 (iii) (b) below who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current sick leave entitlement or sick leave accrued in the previous three years, as provided for in clause 7 (c), of this award for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
 - (ii) The employee shall, if required, establish either by production of a medical certificate or statutory declaration the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (3) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

- (5) a relative of the employee who is a member of the same household where, for the purposes of this section:
- (i) "relative" means a person related by blood, marriage or affinity;
 - (ii) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.
 - (iv) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
 - (iv) Subject to the evidentiary and notice requirements in 8 (a) (ii) and 8 (a) (iii) (5) (iv), casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 8 (a) (iii) of 8. Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
 - (v) The employer and the employee shall agree on the period for which the employee will not be entitled to be available to attend work. In the absence of agreement, the employee is entitled to not be available for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non attendance.
 - (vi) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (b) Unpaid Leave for Family Purpose
- (i) An employee may elect, with the consent of the employer to take unpaid leave or the purpose of providing care and support to a member of a class of person set out in section (b) of subparagraph (iii) of subclause (a) above, who is ill.
- (c) Use of Annual (Recreation) Leave
- (i) An employee may elect with the employer's agreement to take annual leave not exceeding ten days in single day periods, or part thereof, in any calendar year at a time or times agreed by the parties to care for a person prescribed in subclause 8 (a) (iii) of 18, Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
 - (ii) An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
 - (iii) Access to annual leave, as prescribed in paragraph (i) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

- (d) Time Off in Lieu of Payment for Overtime
- (i) An employee may elect, with the consent of the Director of Sydney Institute, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
 - (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (iii) If, having elected to take time as leave in accordance with clause 8 (d) (i) above, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
 - (iv) Where no election is made in accordance with clause 8 (d) (i) above, the employee shall be paid overtime rates in accordance with this award.
- (e) Make - Up time
- (i) To care for an ill family member, an employee may, with the employers consent, elect to work make-up time. This means the employee takes time off during ordinary hours and works those hours at a later time, but during the spread of ordinary hours and at the ordinary rate of pay.
- (f) Rostered Days Off
- (i) An employee may elect, with the consent of the employer, to take an accrued rostered day off for personal/carers leave purposes at any time.
 - (ii) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (g) Bereavement Leave
- (i) An employee other than a casual employee shall be entitled up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed for the purposes of Personal Carer's Leave in subclause 8 (a) (iii) (b).
 - (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
 - (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in subclause 8 (a) (iii) (b), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
 - (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
 - (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (a), (b), (c), (d), (e) and (f) of this clause. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

9. Overtime

- (a) For all work required to be performed in excess of 8 hours on any one day the rates of pay shall be time and a half for the first two hours and double time thereafter.

- (b) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day without having had ten consecutive hours off duty shall be paid at double rates until released from duty for such period and shall be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

10. Duties of Employees

- (a) The employer, their delegate, nominee or representative may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classifications covered by this award and provided that such duties are not designed to promote de-skilling.
- (b) The employer, their delegate, nominee or representative may direct an employee to carry out such duties and use such tools, materials and equipment as may be required provided that the employee has been properly trained in the use of such tools, materials and equipment.
- (c) Any directions issued by the employer, their delegate, nominee or representative pursuant to sub-clauses (a) and (b) shall be consistent with the employer's responsibility to provide a safe and healthy working environment.

11. Training

- (a) If management perceives that there is a need for Printing Support Officers to increase their skills the appropriate training will be provided.

12. Redundancy

The Department's Procedures for Managing Potentially Displaced, Displaced and Excess Permanent Employees and Displaced Long Term Temporary Employees, as varied from time to time, shall apply to persons employed under this award.

13. Dispute Resolution Procedure

- (a) Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:
- (i) Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and or the Union workplace representative shall raise the matter with the appropriate supervisor as soon as practicable.
- (ii) The appropriate supervisor shall discuss the matter with the employee and or the Union workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- (iii) Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and or the Union may raise the matter with an appropriate officer of the Department or TAFE NSW Sydney Institute with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
- (iv) Where the procedures in paragraph (iii) do not lead to resolution of the dispute, the matter shall be referred to the Deputy Director General, Workforce Management and Systems Improvement of the Department and the General Secretary of the Union. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- (b) Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

14. Deduction of Union Membership Fees

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

15. Area, Incidence and Duration

- 15.1 This award shall apply to all printing support officers assigned to work in the Graphic Arts Section of the TAFE NSW Sydney Institute. This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the New South Wales TAFE Commission (Graphic Arts Section, Sydney Institute of Technology) Wages and Conditions Award published on 11 March 2005 (349 I.G. 82), as varied.
- 15.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 7 December 2007.

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

- 15.3 To the extent that this award replaces, deals with the same subject matter or modifies policy, the provisions of this award will prevail.

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

Clause 4 - Rates of Pay		From 1.7.07
		\$
Printing Support Officer		
Level 1		862.30
Level 2		935.70
Level 3		1,166.90
Level 4		1,312.90
Printing Computer Support Officer		1,166.90

I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - TOURIST AND SERVICE COACH DRIVERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1672 of 2007)

Before Commissioner Murphy

21 December 2007

REVIEWED AWARD

1. Delete clause 34, Area Incidence and Duration, of the award published 18 August 2000 (317 I.G. 1079) and insert in lieu thereof the following:

34. Area, Incidence and Duration

This award rescinds and replaces the Transport Industry - Tourist and Service Coach Drivers (State) Award published 2 August 1996 (294 I.G. 93), and all variations thereof.

It shall apply to drivers of tourist, parlour and service coaches or cars within the jurisdiction of the Transport Industry - Motor Bus Drivers and Conductors (State) Industrial Committee.

This award shall take effect on and from 31 January 2000 and shall remain in force for a period of twelve months.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 21 December 2007.

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

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

**TRANSPORT INDUSTRY (STATE) SUPERANNUATION AWARD
(NO. 2)**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1675 of 2007)

Before Commissioner Murphy

4 December 2007

REVIEWED AWARD

1. Delete subclause 9.2 of clause 9, Area, Incidence and Duration of the award published 19 October 2001 (328 I.G. 1056) and insert in lieu thereof the following:
- 9.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 4 December 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

SERIAL C6410**STATE WAGE CASE 2007**INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by Unions New South Wales for a State Decision - State Wage Case 2007 under s 51 of the *Industrial Relations Act 1996*

(No. IRC 3613 of 2006)

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

8 June 2007

ORDERS

We make the following orders:

1. Pursuant to s 51(1) of the *Industrial Relations Act 1996* the Full Bench of the Industrial Relations Commission of New South Wales orders that the Commission's Wage Fixing Principles shall be as set out in Appendix A to this decision.
2. Pursuant to s 52 of the Act, the Commission orders that awards which do not contain wage increases awarded since 29 May 1991, other than safety net, State Wage Case and minimum rates adjustments, may be varied in accordance with the Commission's Wage Fixing Principles upon application to include a State Wage Case adjustment of \$20.00 per week. At the hearing of any such application, the Commission may, in its discretion, award the whole or part of the amounts referred to in the Principles or determine that no amount should be awarded.
3. Pursuant to s 52 of the Act, the Commission orders that the following rates may be increased by 4 per cent upon application in accordance with the Commission's Wage Fixing Principles:
 - (i) Existing allowances which relate to work or conditions which have not changed, including shift allowances expressed as monetary amounts and service increments; and
 - (ii) Junior rates expressed as monetary amounts.
4. Pursuant to s 52 of the Act, the Award Review Classification Rate is increased by \$27.00 from \$504.40 to \$531.40.
5. A party to the proceedings in the State Wage Case 2007 shall have liberty to apply on reasonable notice in the event that any decision made by the Australian Fair Pay Commission in 2007 has adverse implications for more than one New South Wales award. Adverse implications shall not include the mere fact that the AFPC has granted an increase in the Federal Minimum Wage that is different to the increases awarded in this decision.
6. Orders (1), (2), (3), (4) and (5) shall operate on and from 8 June 2007 until further order of the Commission.
7. The application by the LHMU in Matter No IRC 3608 of 2006 is remitted to a Member of the Commission to be dealt with in accordance with this decision.

ANNEXURE A**INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES****STATE WAGE CASE 2007****WAGE FIXING PRINCIPLES****1. Preamble**

These principles have been developed with the aim of providing for their period of operation, a framework under which all concerned - employers, workers and their unions, governments and tribunals - can co-operate to ensure that measures to meet the competitive requirements of enterprises and industry are positively examined and implemented in the interests of management, workers and, ultimately, Australian and New South Wales society.

In exercising its powers and obligations under the *Industrial Relations Act* 1996 ('the Act'), the Commission will continue to apply structural efficiency considerations including minimum rates adjustment provisions.

Movements in wages and conditions must fall within the following principles.

2. When an Award may be Varied or Another Award Made Without the Claim Requiring Consideration as a Special Case

In the following circumstances an award may, on application, be varied or another award made without the application requiring consideration as a special case:

- (a) to include previous State Wage Case increases in accordance with Principle 3;
- (b) to incorporate test case standards in accordance with Principle 4;
- (c) to adjust allowances and service increments in accordance with Principle 5;
- (d) to adjust wages pursuant to work value changes in accordance with Principle 6;
- (e) where the application is consented to by the parties it will be dealt with in terms of the Act;
- (f) to adjust wages for the State Wage Case 2007 in accordance with Principle 8;
- (g) to approve of an enterprise arrangement reached in accordance with Principle 11; and
- (h) to adjust wages pursuant to an application claiming that work has been undervalued on a gender basis in accordance with Principle 14.

3. Previous State Wage Case Increases

Applications for increases available under previous State Wage Case decisions will be determined in accordance with the relevant principles contained in those decisions.

4. Test Case Standards

Test case standards established and/or revised by a Full Bench of the Commission may be incorporated into an award in accordance with the Act. Where disagreement exists as to whether a claim involves a test case standard, those asserting that it does must make an application for a special case.

5. Adjustment of Allowances and Service Increments

- (a) Existing allowances which constitute a reimbursement of expenses incurred may be adjusted from time to time where appropriate to reflect relevant changes in the level of such expenses.
- (b) Existing allowances which relate to work or conditions which have not changed, including shift allowances expressed as monetary amounts and service increments, may be increased by 4.0 per cent for the State Wage Case 2007 adjustment.
- (c) Existing allowances for which an increase is claimed because of changes in the work or conditions will be determined in accordance with the relevant provisions of the Work Value Changes principle of these principles.
- (d) New allowances to compensate for the reimbursement of expenses incurred may be awarded where appropriate having regard to such expenses.
- (e) Where changes in the work have occurred or new work and conditions have arisen, the question of a new allowance, if any, will be determined in accordance with the relevant principles of these principles. The relevant principles in this context may be Work Value Changes or First Award and Extension to an Existing Award.
- (f) New service increments may only be awarded to compensate for changes in the work and/or conditions and will be determined in accordance with the relevant provisions of the Work Value Changes principle of these principles.

6. Work Value Changes

- (a) Changes in work value may arise from changes in the nature of the work, skill and responsibility required or the conditions under which work is performed. Changes in work by themselves may not lead to a change in wage rates. The strict test for an alteration in wage rates is that the change in the nature of the work should constitute such a significant net addition to work requirements as to warrant the creation of a new classification or upgrading to a higher classification.

In addition to meeting this test a party making a work value application will need to justify any change to wage relativities that might result not only within the relevant internal award structure but also against external classification to which that structure is related. There must be no likelihood of wage leapfrogging arising out of changes in relative position.

These are the only circumstances in which rates may be altered on the ground of work value and the altered rates may be applied only to employees whose work has changed in accordance with this principle.

- (b) In applying the Work Value Changes principle, the Commission will have regard to the need for any alterations to wage relativities between awards to be based on skill, responsibility and the conditions under which work is performed.
- (c) Where new or changed work justifying a higher rate is performed only from time to time by persons covered by a particular classification, or where it is performed only by some of the persons covered by the classification, such new or changed work should be compensated by a special allowance which is payable only when the new or changed work is performed by a particular employee and not by increasing the rate for the classification as a whole.
- (d) The time from which work value changes in an award should be measured is the date of operation of the second structural efficiency adjustment allowable under the State Wage Case August 1989 (1989) 30 IR 107.
- (e) Care should be exercised to ensure that changes which were or should have been taken into account in any previous work value adjustments or in a structural efficiency exercise are not included in any work evaluation under this Principle.

- (f) Where the tests specified in (a) are met, an assessment will have to be made as to how that alteration should be measured in money terms. Such assessment will normally be based on the previous work requirements, the wage previously fixed for the work and the nature and extent of the change in work.
- (g) The expression 'the conditions under which the work is performed' relates to the environment in which the work is done.
- (h) The Commission will guard against contrived classifications and over-classification of jobs.
- (i) Any changes in the nature of the work, skill and responsibility required or the conditions under which the work is performed, taken into account in assessing an increase under any other principle of these principles, will not be taken into account under this principle.
- (j) In arbitrating an application made under this Principle, the Commission is required to determine whether or not future State Wage Case general increases will apply to the award.

7. Standard Hours

In approving any application to reduce the standard hours to 38 per week, the Commission will satisfy itself that the cost impact is minimised. Claims for reduction in standard weekly hours below 38 will not be allowed.

8. State Wage Case Adjustments

In accordance with the State Wage Case 2007 decision awards may, on application, be varied to include a State Wage Case adjustment of \$20.00, subject to the following:

- (a) The operative date will be no earlier than the date of the variation to the award.
- (b) That at least twelve months have elapsed since the rates in the award were increased in accordance with the State Wage Case 2006 decision except in accordance with Principle 8(h).
- (c) In awards where the variation for a safety net adjustment arising from the 2001, 2002, 2003, 2004, 2005, 2006 or 2007 State Wage Case decisions is by consent and does not result in an increase in the wage rates actually paid to employees or increase the wage costs for any employer, any applicable 12 months' delay between variations may be waived.
- (d) At the time when the award is to be varied to insert the State Wage Case adjustment (or a proportionate amount in the cases of part-time and casual employees, juniors, trainees, apprentices, employees on a probationary rate, employees on a supported wage or with permits under s 125 of the Act), each union party to the award will be required to give a specific commitment as to the absorption of the increase. In particular, the union commitments will involve the acceptance of absorption of the adjustment to the extent of:
 - (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.
- (e) The following clause must be inserted in the award:

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

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

The above clause will replace the offsetting clause inserted into awards pursuant to the Principles determined in the State Wage Case 2006 decision.

- (f) By consent of all parties to an award, where the minimum rates adjustment has been completed, award rates may be expressed as hourly rates as well as weekly rates. In the absence of consent, a claim that award rates be so expressed may be determined by arbitration.
- (g) The State Wage Case adjustment will only be available where the rates in the award have not been increased, other than by safety net or State Wage Case adjustments, or as a result of the application of the Minimum Rates Adjustment principle, since 29 May 1991.
- (h) The State Wage Case adjustment may apply where the rates in an award have increased under the Work Value and/or Equal Remuneration Principles in accordance with the Commission's decision as set out in Principles 6(j) and 14(p) respectively.

9. Award Review Classification Rate

The Award Review Classification Rate of \$531.40 shall be the rate below which no full-time adult employee (excluding trainees, apprentices and employees on a supported wage or on a probationary rate) should be paid under the relevant award.

Where a classification in an award is below the Award Review Classification Rate the following process will apply on application:

- (a) The award will be listed for a mention at which the parties will report as to:
 - (i) how the Award Review Classification Rate will be achieved, or
 - (ii) whether the award is obsolete.

The Commission may direct the parties to confer in order to set a program for an updating of the award to reflect the Award Review Classification Rate.
- (b) If the parties to the award do not appear at this mention, the Commission shall request the parties to the award to show cause why the award should not be considered obsolete, and rescinded under s 17(3) of the Act.
- (c) Where no agreement is reached with respect to (a) above, the Commission shall re-list the matter in order to conciliate the issues in dispute.
- (d) If the attempt at conciliation is unsuccessful the Commission shall arbitrate any outstanding issue.

10. Special Case

Except for the flow on of test case provisions, any claim for increases in wages and salaries, or changes in conditions in awards, other than those allowed elsewhere in the principles, will be processed as a special case before a Full Bench of the Commission, unless otherwise allocated by the President.

This principle does not apply to applications for awards consented to by the parties, which will be dealt with in the terms of the Act or to enterprise arrangements, which will be dealt with in accordance with the Enterprise Arrangements principle.

11. Enterprise Arrangements

- (a) The Commission may approve of enterprise arrangements reached in accordance with this principle and the provisions of the Act.

- (b) Industrial unions of employees and industrial unions of employers, or industrial unions of employees and employers, or employees and employers may negotiate enterprise arrangements which, subject to the following provisions, shall prevail over the provision of any award or order of the Commission that deals with the same matters in so far as they purport to apply to parties bound by the arrangements, provided that where the arrangement is between employees and an employer a majority of employees affected by the arrangement genuinely agree.
- (c) An enterprise arrangement shall be an agreed arrangement for an enterprise, or discrete section of an enterprise, being a business, undertaking or project, involving parties set out in paragraph (b).
- (d) Enterprise arrangements shall be for a fixed term and there shall be no further adjustments of wages or other conditions of employment during this term other than where contained in the arrangement itself. Subject to the terms of the arrangement, however, such arrangement shall continue in force until varied or rescinded in accordance with the Act.
- (e) For the purposes of seeking the approval of the Commission, and in accordance with the provisions of the Act, a party shall file with the Industrial Registrar an application to the Commission to either:
 - (i) vary an award in accordance with the Act; or
 - (ii) make a new award in accordance with the Act.
- (f) On a hearing for the approval of an enterprise arrangement, the Commission will consider in addition to the industrial merits of the case under the State Wage Case principles:
 - (i) ensuring the arrangement does not involve a reduction in ordinary time earnings and does not depart from Commission standards of hours of work, annual leave with pay or long service leave with pay; and
 - (ii) whether the proposed award or variation is consistent with the continuing implementation at enterprise level of structural efficiency considerations.
- (g) The Commission is available to assist the parties to negotiations for an enterprise arrangement by means of conciliation and, in accordance with these principles and the Act, by means of arbitration. If any party to such negotiations seeks arbitration of a matter relating to an enterprise arrangement such arbitration shall be as a last resort.
- (h) Enterprise arrangements entered into directly between employees and employers shall be processed as follows, subject to the Commission being satisfied in a particular case that departure from these requirements is justified:
 - (i) All employees will be provided with the current prescriptions (e.g. award, industrial agreement or enterprise agreement) that apply at the place of work.
 - (ii) The arrangement shall be committed to writing and signed by the employer, or the employer's duly authorised representative, with whom agreement was reached.
 - (iii) Before any arrangement is signed and processed in accordance with this principle, details of such arrangement shall be forwarded in writing to the union or unions with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member.
 - (iv) A union or employer association may, within 14 days thereof, notify the employer in writing of any objection to the proposed arrangements, including the reasons for such objection and in such circumstances the parties are to confer in an effort to resolve the issue.

- (v) Where an arrangement is objected to by a union or employer association and the objection is not resolved, an employer may make application to the Commission to vary an award or create a new award to give effect to the arrangement.
- (vi) consent to the arrangements agreed upon by the parties.
- (vii) If no party objects to the arrangement, then a consent application shall be made to the Commission to have the matter approved in accordance with paragraph (e) of this principle.
- (viii) Such arrangement once approved shall be displayed on a notice board at each enterprise affected.

12. Superannuation

- (a) An application to make or to vary a minimum rates or paid rates award which:
 - (i) seeks a greater quantum of employer contributions than required by the *Superannuation Guarantee (Administration) Act 1992* (Cth) ('the SGA Act'); or
 - (ii) seeks employer contributions to be paid in respect of a category of employee in respect of which the SGA Act does not require contributions to be paid;

shall be referred to a Full Bench for consideration as a special case, unless otherwise allocated by the President. Exceptions to this process are applications which fall within the Enterprise Arrangements and First Awards and Extensions to Existing Awards principles.

- (b) If an application is made that does not fall within paragraph (a), the Commission will, subject to paragraph (c):
 - (i) make or vary an award by inserting a clause stating:

‘Superannuation Legislation - The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth); the *Superannuation (Resolution of Complaints) Act 1993* (Cth) and s124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties’.
 - (ii) if appropriate, ensure that the award contains specification of an employee's earnings (e.g. ‘ordinary time earnings’) which, for the purposes of the SGA Act, will operate to provide a ‘notional earnings base’, and
 - (iii) if the award is to continue to prescribe a ‘flat dollar’ amount of employer contribution, ensure that appropriate amounts are inserted so as to give effect to the levels of contribution required from time to time under the SGA Act.
- (c) The Commission may award provisions which differ from those in paragraph (b):
 - (i) by consent; or
 - (ii) in the absence of consent, by arbitration, provided the Commission is satisfied that there are particular factors warranting the awarding of different provisions. Such factors may include:
 - (A) the wishes of the parties;
 - (B) the nature of the particular industry or enterprise;

- (C) the history of the existing award provisions;
 - (D) relevant decisions of the Commission establishing superannuation principles; and
 - (E) relevant statutory provisions.
- (d) Before any different provisions are awarded under paragraph (c), either by consent or arbitration, the Commission must be satisfied, on expert evidence, that the award to be made will not contain requirements that would result in an employer not meeting the requirements imposed by the SGA Act.
- (e) Subject to s124 of the Act, any specification of a fund will carry with it the obligation for an employer to pay contributions at such intervals as are required by the fund.
- (f) In determining applications as to specification of fund, the Commission will, as appropriate:
- (i) ensure that any fund specified by it is one into which payment will meet the employer's obligations under the SGA Act;
 - (ii) have regard to the *Superannuation Industry (Supervision) Act 1993* (Cth) ('the Supervision Act') which provides for the prudent management of certain superannuation funds and for their supervision by the Insurance and Superannuation Commissioner. In particular, the requirement with respect to equal representation of employers and members on what are called 'standard employer-sponsored funds' (Pt 9 of the Supervision Act) should be noted;
 - (iii) have regard to previous decisions of the Commission with respect to the specification of a fund or funds; and
 - (iv) have regard to relevant statutory provisions.
- (g) Due to the variety of existing award superannuation provisions and the impact and complexity of the SGA Act, all applications to the Commission may not be capable of being dealt with in accordance with the approach set out above. In any such case it may be appropriate for the application to be dealt with as a special case.

13. First Award and Extension to an Existing Award

Any first award or an extension to an existing award must be consistent with the Commission's obligations under Part 1 Chapter 2 of the Act.

In determining the content of a first award the Commission will have particular regard to:

- (a) relevant wage rates in other awards, provided the rates have been adjusted for previous State Wage Case decisions and are consistent with the decision of the State Wage Case 1989;
- (b) skill, responsibility and the conditions under which the work is performed;
- (c) or conditions of employment, other than wage rates, prima facie the existing conditions of employment;
- (d) that the award would comply with the requirements of section 19 of the Act.

14. Equal Remuneration and Other Conditions

- (a) Claims may be made in accordance with the requirements of this principle for an alteration in wage rates or other conditions of employment on the basis that the work, skill and responsibility required, or the conditions under which the work is performed, have been undervalued on a gender basis.

- (b) The assessment of the work, skill and responsibility required under this principle is to be approached on a gender neutral basis and in the absence of assumptions based on gender.
- (c) Where the under-valuations is sought to be demonstrated by reference to any comparator awards or classifications, the assessment is not to have regard to factors incorporated in the rates of such other awards which do not reflect the value of work, such as labour market attraction or retention rates or productivity factors.
- (d) The application of any formula, which is inconsistent with proper consideration of the value of the work performed, is inappropriate to the implementation of this principle.
- (e) The assessment of wage rates and other conditions of employment under this principle is to have regard to the history of the award concerned.
- (f) Any change in wage relativities which may result from any adjustments under this principle, not only within the award in question but also against external classifications to which the award structure is related, must occur in such a way as to ensure there is no likelihood of wage leapfrogging arising out of changes in relative positions.
- (g) In applying this principle, the Commission will ensure that any alteration to wage relativities is based upon the work, skill and responsibility required, including the conditions under which the work is performed.
- (h) Where the requirements of this principle have been satisfied, an assessment shall be made as to how the undervaluation should be addressed in money terms or by other changes in conditions of employment, such as reclassification of the work, establishment of new career paths or changes in incremental scales. Such assessments will reflect the wages and conditions of employment previously fixed for the work and the nature and extent of the undervaluation established.
- (i) Any changes made to the award as the result of this assessment may be phased in and any increase in wages may be absorbed in individual employees' overaward payments.
- (j) Care should be taken to ensure that work, skill and responsibility which have been taken into account in any previous work value adjustments or structural efficiency exercises are not again considered under this principle, except to the extent of any undervaluation established.
- (k) Where undervaluation is established only in respect of some persons covered by a particular classification, the undervaluation may be addressed by the creation of a new classification and not by increasing the rates for the classification as a whole.
- (l) The expression 'the conditions under which the work is performed' has the same meaning as in Principle 6, Work Value Change.
- (m) The Commission will guard against contrived classification and over classification of jobs. It will also consider:
 - (i) the state of the economy of New South Wales and the likely effect of its decision on the economy;
 - (ii) the likely effect of its decision on the industry and/or the employers affected by the decision; and
 - (iii) the likely effect of its decision on employment.
- (n) Claims under this principle will be processed before a Full Bench of the Commission, unless otherwise allocated by the President.
- (o) Equal remuneration shall not be achieved by reducing any current wage rates or other conditions of employment.

- (p) In arbitrating an application made under this Principle, the Commission is required to determine whether or not future State Wage Case general increases will apply to the award.

15. Economic incapacity

Any employer or group of employers bound by an award may apply to, temporarily or otherwise, reduce, postpone and/or phase in the application of any increase in labour costs determined under the principles on the ground of very serious or extreme economic adversity. The merit of such application shall be determined in the light of the particular circumstances of each case and any material relating thereto shall be vigorously tested. Significant unemployment or other serious consequences for the employees and employers concerned are significant factors to be taken into account in assessing the merit of any application.

Such an application shall be processed according to the Special Case principle.

Any decision to temporarily reduce or postpone an increase will be subject to a further review, the date of which will be determined by the Commission at the time it decides any application under this principle.

16. Duration

These principles will operate until further order of the Commission.

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

Printed by the authority of the Industrial Registrar.

ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA08/3 - Teachers' Enterprise Agreement 2007-2010 for The Members of the Board of Wahroonga Preparatory School

Made Between: Association of Independent Schools of NSW Limited -&- the New South Wales Independent Education Union.

New/Variation: New.

Approval and Commencement Date: Approved 10 January 2008 and commenced 1 February 2008.

Description of Employees: The agreement applies to all teachers employed by The Members of the Board of Wahroonga Preparatory School, located at 61 Coonanbarra Road, Wahroonga NSW 2076 who fall within the coverage of the Teachers (Independent Schools) (State) Award 2007.

Nominal Term: 24 Months.

EA08/4 - Macleay Options Incorporated (Supported Employees) Workplace Agreement 2007

Made Between: Macleay Options Incorporated -&- Gavin Larkins, Bronwyn Ritchie.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 14 February 2008.

Description of Employees: The agreement applies to all employees employed by Macleay Options Incorporated located at 39 Elbow Street, West Kempsey NSW 2440, who are engaged in the tasks contained in Schedule B, Skills Matrix/Job Models and who fall within the coverage of the Restaurant, &c., Employees' Retail Shops (State) Award.

Nominal Term: 36 Months.

EA08/5 - Family Planning NSW Administrative, Health Promotion, Professional and Management Enterprise Agreement 2007

Made Between: Family Planning New South Wales Ltd -&- the Australian Services Union of N.S.W..

New/Variation: Replaces EA04/206.

Approval and Commencement Date: Approved and commenced 20 December 2007.

Description of Employees: The agreement applies to all administrative, health promotion and professional and managerial employees employed by Family Planning NSW, 328-336 Liverpool Road, Ashfield NSW 2131, who fall within the coverage of the Social and Community Services Employees (State) Award. The agreement does not apply to Executive Management, Nursing and Medical Practitioner employees.

Nominal Term: 36 Months.

EA08/6 - Midcoast County Council Enterprise Agreement 2007

Made Between: Midcoast County Council -&- the Electrical Trades Union of Australia, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch).

New/Variation: New.

Approval and Commencement Date: Approved and commenced 13 February 2008.

Description of Employees: The agreement applies to all employees (excluding the General Manger), who are employed by MidCoast County Council (MidCoast Water), located at 26 Muldoon Street, Taree NSW 2430, who fall within the coverage of the Mid Coast County Council Enterprise Award 2004.

Nominal Term: 36 Months.

Printed by the authority of the Industrial Registrar.