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MUSEUM OF CONTEMPORARY ART CONDITIONS OF EMPLOYMENT AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4122 of 2005)

Before Mr Deputy President Sams

23 September 2005

REVIEWED AWARD

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1. Title

This Award shall be referred to as the Museum of Contemporary Art Conditions of Employment Award 2005.

2. Parties to the Award

The parties to this Award are the Museum of Contemporary Art Limited and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

3. Definitions

"Accident Pay" means a weekly amount equal to the difference between workers' compensation payments and the employee's normal rate of pay.

"Approved Course" shall mean a course approved by the Director.

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

"Birth" includes Stillbirth.

"Director" means the Chief Executive Officer of the Museum holding the title of Director, or such officer of the Museum duly delegated in writing by the Director in the event of the absence of the Director from time to time.

"Examination Leave" means time allowed off from normal duties granted on full pay to employees undertaking examinations in an approved part time course.

"Expected date of birth" 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 pregnancy, in relation to a female employee who is pregnant, or, in the case of adoption, to the date that the employee takes custody of the child concerned

"Full Time Employee" means an employee employed for normal hours.

"Joint Consultative Committee" means a committee formed for the purpose of improving and strengthening communication between management, the Association and employees with reference to industrial issues.

"Museum" means the Museum of Contemporary Art Ltd.

"Normal Hours" means the standard hours worked by employees in a Week to a maximum of 38 hours.

"Ordinary rate of pay" means the sum ascertained by dividing the basic annual salary by 52.179 then dividing this figure by the number of ordinary weekly hours specified for that position.

"Overtime" means hours worked in excess of 38 hours per Week.

"Part-time Course" shall mean a course undertaken concurrently with employment and shall include courses involving face to face or oral instruction and those conducted externally to the institution through correspondence study.

"Part-time Employee" means an employee employed on an ongoing basis for 13 hours or more per week.

"Employee Committee" means a committee formed for the purpose of representing the employee of the Museum. The Employee Committee will comprise of 4 representatives; namely 2 full time employees, 1 permanent part time and 1 casual, plus 1 management representative with voting rights.

"Employee Development and Training" shall mean short educational and professional training courses, conducted by either the Museum or an external institution or body recognised by the Director.

"Study Accumulation" shall mean the aggregation of short periods of study time granted for private study purposes.

"Study Time" shall mean time allowed off from normal duties granted on full pay to employees who are studying in approved part-time courses.

"Time-in-Lieu" means paid time taken off work during ordinary hours, in lieu of payment for overtime worked.

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

"Week" means Monday to Sunday.

4. Hours of Duty

- (a) Except where otherwise provided in this clause, the normal hours of duty shall be 38 hours per Week to be worked between the hours of 8:30am and 7:30pm on Monday to Friday. Which five days of the week employees, including casual employees, shall be required to work shall be determined taking into account the needs of the MCA and the employee.
- (b) A meal break of not less than 45 minutes and not more than one hour shall be taken where possible between noon and 2:00 pm provided that not more than five hours shall elapse between the commencement of work on any one day and the commencement of the meal break. Where work on any day continues beyond the period specified in subclause (a) of this clause, a second meal break shall be taken not less than five hours after the conclusion of the first meal break.
- (c) Notwithstanding subclause (b) of this clause, casual employees may agree to a meal break of 30 minutes only, if it is mutually suitable to the Museum and the employee.

5. Casual Employees

- (a) Casual employees are engaged from day-to-day.
- (b) A casual employee shall be engaged for a minimum period of four hours provided that this minimum period may be reduced to two hours for consultation/planning and training meetings.
- (c) The employment of an employee engaged as a casual may be terminated by either party without notice, subject to the minimum period set out in subclause (b) of this clause being worked. The employee shall have recourse to the dispute settling procedures specified in clause 18, Grievance Dispute Settling Procedures.
- (d) The hourly rate for employees engaged on a casual basis is calculated by adding twenty percent to the ordinary rate of pay of the relevant classification. This loading is in lieu of payment for recreation leave, sick leave, leave loading, long service leave, maternity and paternity leave.

6. Preparators

- (a) Preparators shall work any hours between 7:00am and 11:00pm.
- (b) Hours worked between 7.00am to 8:30am and 7.30pm to 11:00pm shall accrue an allowance calculated at 15% of the normal hourly rate for the time worked.
- (c) Overtime shall be paid beyond 38 hours per week at the rate of:
 - 38 - 45 hours @ time and a half,
 - 45 hours plus @ double time.
- (d) Preparators shall be paid a meal allowance when working weekend days.
- (e) Subclauses (a) and (b) of clause 4, Hours of Duty shall not apply to Preparators, they may be asked to work any day of the week.
- (f) A Preparator who commences work between 7.00am and 8.30am and works in excess of 10 hours will also be paid a morning meal allowance.
- (g) If a Preparator works after 7.30pm then they are entitled to an evening meal allowance regardless of the length of shift.

7. Fixed Term Employment

An employee may be engaged under the terms of this Award for a period not to exceed 12 months for specific projects, which is renewable at the end of that fixed term.

8. Overtime and Time in Lieu

- (a) Subject to subclause (b) of this clause, the Museum may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of subclause (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.
- (d) Subject to the exceptions otherwise provided in this clause, all time worked at the direction of the Museum or in an emergency and which is in excess of the Normal Hours in the case of an employee, shall be paid at time and a half for the first two hours and double time thereafter.
- (e) When overtime work is necessary, it shall wherever reasonably practicable be so arranged that employees have at least ten consecutive hours off duty between work on successive days.

- (f) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of work on the following day that the employee has not had at least ten consecutive hours off duty between those times shall be released after the completion of overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (g) If, on the instructions of the Museum, such an employee resumes or continues work without having had ten consecutive hours off duty, the employee shall be paid at time-and-a-half until released from duty, then they shall be entitled to be absent for ten consecutive hours without loss of pay for ordinary working time occurring during such absence.
- (h) Notwithstanding subclauses (a) and (b) of clause 6, Preparators, overtime shall be calculated to the nearest quarter of an hour on each occasion overtime is worked and shall be based upon the ordinary rate of pay the employee is receiving at the time the overtime is worked.
- (i) Time off in lieu shall be taken at such time mutually convenient to the employee and the Museum. Time off in lieu shall be calculated by reference to applicable overtime rates.
- (j) When an employee finishes work after 9:30pm, the Museum shall provide the employee taxi fare or a Cabcharge docket to the employee's place of residence provided that such residence is not situated more than 30 kilometres from the Museum premises. Where the employee's residence is situated more than 30 kilometres from the Museum premises the Museum will provide the employee taxi cab fare or a Cabcharge docket to the public transport station nearest to the Museum premises and a taxi fare or Cabcharge docket from a public transport station nearest the employee's residence to the employee's residence.

9. Payment of Salaries and Wages

Salaries shall be paid weekly or fortnightly or as otherwise agreed with the written consent of Joint Consultative Committee.

10. Call Back

- (a) An employee or casual employee recalled to work overtime, whether notified before or after leaving the Museum's premises, shall be paid for a minimum of four hours work.
- (b) Notwithstanding subclause (d) of clause 8, Overtime and Time in Lieu, an employee or casual employee recalled to work emergency duty shall not be obliged to work the minimum period provided by subclause (a) of this clause if the work is performed and completed in less time.

11. Meal Allowance

- (a) An employee who is required to work overtime covering a period between the hours of 7:30pm and 8:30am, shall either be supplied with a meal by the Museum or be paid a meal allowance. Such meal allowance shall be equivalent to the meal allowance which would be payable in equivalent circumstances under the provisions relating to meal allowances contained in the then current Crown Employees (Public Service Conditions of Employment) Award.
- (b) If a meal break is taken, the time involved shall not be regarded as time worked.

12. Public Holidays

- (a) Employees shall be entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Museum Holiday and any other day or days which are proclaimed as public holidays throughout the State of New South Wales.

For the purpose of this subclause:

- (i) Where Christmas Day falls on a Saturday or a Sunday the following Monday or Tuesday shall be observed as a public holiday.
 - (ii) Where Boxing Day falls on a Saturday or Sunday, the following Monday or Tuesday shall be observed as a public holiday.
 - (iii) When New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Year's Day and the said Saturday and/or Sunday shall be deemed not to be holidays.
- (b) 'Museum Holiday' means a day in place of a Union Picnic Day, taken at a day to be set by the Museum during one of the working days between Boxing Day and New Year's Day.
 - (c) Other days may be added to any of the abovementioned public holidays at the Museum's discretion, for example where an employee is of another religious denomination or ethnic background.
 - (d) An employee who is required to work on any of the public holidays in subclause (a) of this clause will be paid for the day at the rate of double time.

13. First Aid, Uniforms, Protective Clothing Allowances

- (a) First Aid Allowance

Standard First Aid Kits shall be provided and maintained by the Museum in accordance with the Occupational Health & Safety Act or Regulation. In the event of any serious accident happening to any employee or casual employee whilst at work the Museum, at its own expense, shall provide transport facilities to the nearest hospital or doctor.

- (b) Uniforms

The Museum will provide Museum Employees with MCA T-shirts, sweatshirts and jackets, where these are required to be worn as part of a uniform. The Museum will also provide MCA labels that may be sewn on to any clothing belonging to an employee that they are required to wear as part of a uniform.

The Museum will provide overalls for Museum employees working in the construction of exhibitions or any other activity that is subject to wet or dusty conditions or chemical conditions. The cost of any laundering or dry cleaning of such T-shirts or overalls shall be borne by the Museum if left on the Museum's premises for cleaning.

14. Travelling Compensation

The Museum shall consider the convenience of the employee when such employee is required to travel to a temporary work location.

14.1 Excess Travelling Time

When an employee, in order to perform official duties, is required to travel, the employee may, if the employee so desires, apply to the Museum for compensation. If it is convenient to the Museum, equivalent time off in lieu or payment shall be granted for excess time occupied in so travelling, or payment shall be made. Time off in lieu, or payment, shall be granted subject to:

- (a) where travel is on a non-working day for the employee concerned, travel was undertaken by direction of the Museum.
- (b) where travel is on a working day only, and is at the direction of the Museum, the time spent in travelling before or after the employee's ordinary hours of work shall count.

- (c)
- (i) There shall be deducted from an employee's total 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;
 - (ii) claims of less than one-quarter of an hour on any one day shall be disregarded;
 - (iii) travelling time shall not include any period of travel between 11:00 pm on any one day and 7:30 am on the following day where the employee has travelled overnight and sleeping facilities have been provided for the employee by the Museum;
- (d) compensation for excess travelling time shall not apply in respect of overseas travel.

14.2 Calculation and Method of Payment

- (a) Payment for travelling time shall be at the employee's ordinary rate of pay on an hourly basis calculated as follows:
- (i) For employees employed on a 5 day basis

$$\frac{\text{Annual Salary}}{1} \times \frac{1}{52.179} \times \frac{1}{\text{no of ordinary hours of work per week}}$$
 - (b) Employees who are in receipt of a salary in excess of the rate applicable to the maximum rate for Grade 5, shall be paid travelling time or waiting time calculated at the rate applicable to the maximum rate for Grade 5.
 - (c) Time off in lieu or payment, as the case may be, for excess travelling time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

14.3 Meal Allowances on Journeys not Requiring Temporary Residence

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, and who must purchase a meal, shall be paid a meal allowance equivalent to the meal allowance payable in accordance with the terms and conditions of the then current Crown Employees (Public Service Conditions of Employment) Award.

14.4 Accommodation Allowances

An employee who performs official duty at or from a temporary work location; and is thereby compelled to reside temporarily at a place other than the employee's residence; and is not provided with accommodation by the Museum shall, subject to this clause, be paid an allowance for the expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform that duty.

14.5 Claims for Payment

- (a) Payment in advance: the Museum may approve applications for advance payments of travelling and sustenance allowances. Such applications should detail the approximate expenditure anticipated.
- (b) Time for submitting claims: claims should be submitted promptly i.e. within one month from the completion of the work or within such time as the Museum determines.

14.6 Table of Allowances

Where an employee travels on company business the allowances set out below represent the maximum refundable expenditure. Any claims must be justified by actual invoices/receipts on return.

14.6.1 Domestic Travelling Allowance Rates for Employees

Allowances for employees include components for: a) meals; b) accommodation; and c) incidentals. When calculating entitlements each of these components must be included.

Domestic travel allowance rates shall be payable at a rate equivalent to the rate payable in the same circumstances in accordance with the terms and conditions of the then current Crown Employees (Public Service Conditions of Employment) Award.

14.6.2 International Travelling Allowance Rates for Employees

Primarily the allowance has two components:

- (a) A daily rate for meals and incidentals. Incidentals include such items as:

gratuities for personal services

payments to porters for the handling of personal luggage

laundry and dry cleaning

private telephone calls

newspapers

International travel allowance rates shall be payable at a rate equivalent to the rate payable in the same circumstances in accordance with the terms and conditions of the then current Crown Employees (Public Service Conditions of Employment) Award.

- (b) The actual cost of accommodation

In addition to this allowance, other reasonable expenses are claimable, for example:

land transport costs

the cost of official telephone calls

charges for inoculations, health examinations, etc

fees for passports and visas

entry and exit fees or other imposts of governments

costs associated with the purchase or conversion of currency

14.6.3 Allowance Review and Adjustment

The allowance paid under this clause shall be adjusted as prescribed and published in the Premier's Department Circulars from time to time relating to amendments under the then current Crown Employees (Public Service Conditions of Employment) Award.

For overseas transfers of longer than one month where an agreement is reached which is to the mutual benefit of the employee and the Museum the provisions of paragraph 14.6.2 may be negotiated on a case-by-case basis.

14.7 Absence on Official Duty

An employee who:

- (a) performs official duty at or from a temporary work location; and
- (b) is thereby compelled to reside temporarily at a place other than the employee's residence shall be paid such allowances for the expenses incurred during the time actually spent away from the employee's residence in order to perform that duty as is prescribed by paragraph 14.6.1 of this Award.

14.8 Use of Private Motor Vehicle

- (a) An employee who, with the approval of the Museum, uses a private motor vehicle or other means of conveyance for the conduct of the Museum's business shall be paid a private motor vehicle allowance. The private motor vehicle allowance shall be payable at a rate equivalent to the rate payable in the same circumstances in accordance with the terms and conditions of the then current Crown Employees (Public Service Conditions of Employment) Award.
- (b) An allowance shall not be paid under this clause in respect of a journey if a Museum of Contemporary Art fleet motor vehicle was available for the journey.
- (c) Where a Museum of Contemporary Art fleet motor vehicle was not available for a journey but public transport was reasonably available for the journey, the amount of any allowance paid under this clause shall not exceed the cost of the journey by public transport.
- (d) The allowances payable under this clause shall be adjusted as prescribed and published in the Premier's Department Circulars from time to time in respect of changes effected under the Crown Employees (Public Service Conditions of Employment) Award.

14.9 Compensation for Loss or Damage to Personal Property

- (a) The Museum shall compensate an employee to the extent of damage sustained to their personal property (but not theft) where such damage is sustained:
 - (i) due to the negligence of the Museum, another employee, or both, in the execution of their duties; or
 - (ii) by a defect in the Museum's material or equipment; or
 - (iii) where an employee has protected or attempted to protect the Museum's property from loss or damage.
- (b) For the purpose of this subclause, personal property means an employee's clothes, spectacles, hearing-aid or tools of trade which are ordinarily required for the performance of their duties.
- (c) Compensation to the extent of damage sustained shall be made where, in the course of work, clothing, spectacles or hearing aids are damaged or destroyed by fire.

15. Leave

15.1 General Provisions

- (a) An application by an employee for leave under this clause shall be made to and dealt with by the Museum.

- (b) The Museum, in dealing with any such application, shall have regard to the exigencies of the Museum of Contemporary Art, but as far as practical shall deal with the application in accordance with the wishes of the Employee.

15.2 Maternity Leave

- (a) For the purposes of this award, Adoption Leave entitlements shall be identical to those for Maternity Leave.
- (b) A female employee who is pregnant and has completed not less than forty (40) weeks continuous service shall, subject to this clause, be entitled to be granted maternity leave for a period of up to 12 months, including 3 months on full pay and the remainder without pay. Having met these conditions once, the employees shall not be required to work the 40 weeks continuous service again to qualify for further periods of Maternity Leave.
- (c) Maternity Leave may commence up to three (3) months prior to the expected date of birth.
- (d) An employee who has been granted Maternity Leave may, with the permission of the Museum, take leave after the actual date of birth on a part-time basis over a period not exceeding two (2) years, or partly full-time and partly part-time over a proportionate period.
- (e) An employee who has applied for or been granted Maternity Leave shall, as soon as practical after the termination of her pregnancy (whether by the birth of a living child or otherwise), notify the Museum of the termination and the date on which it occurred.
- (f) An employee who has been granted Maternity Leave and who gives birth to a living child shall not resume duty, on either a full-time or a part-time basis, before the expiration of six (6) weeks after the birth of the child, unless a medical practitioner states that she is fit to do so.
- (g) An employee who has been granted Maternity Leave and whose child is stillborn may elect to take available Sick Leave instead of Maternity Leave.
- (h) An employee who resumes duty immediately on the expiration of Maternity Leave shall -
 - (i) if the position occupied by her immediately before the commencement of that leave still exists

be entitled to be placed in that position;
 - (ii) if 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 at the same graded level or be entitled to a redundancy pay as per the Redundancy Policy.
- (i) Except as otherwise provided by paragraph (b) of this subclause, Maternity Leave shall be granted without pay.
- (j) Applications and Variations
 - (i) An employee shall give written notice of not less than eight (8) weeks prior to the commencement of Maternity Leave, except if the birth is premature. Such notice shall include a Medical Certificate stating the expected date of the birth.

An employee who has so notified the Museum may vary the period of Maternity Leave any number of times before she actually commences that leave. A minimum of four (4) weeks notice of variation shall be given, although the Museum may accept less notice if convenient.

- (ii) An employee after commencing Maternity Leave, may vary the period of her Maternity Leave, once without consent of the Museum, or any number of times with the consent of the Museum. A minimum of four (4) weeks notice must be given, although the Museum may accept less notice if convenient.
- (k) Calculation of Leave Credits on Return from Full-time Maternity Leave

Paid Maternity Leave shall be counted as service for the purposes of calculating the Superannuation vestment period or Long Service Leave, Recreation Leave, Sick Leave, and other forms of leave entitlement.
- (l) Payment in Advance

Taking into account the wishes of the employee, Maternity Leave, may be paid at the discretion of the Museum:

 - (i) on a normal fortnightly basis; or
 - (ii) in advance in a lump sum; or
 - (iii) at the rate of half pay over a period of 6 months on a regular fortnightly basis.
- (m) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, the Museum shall be obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from section 70 of the NSW *Industrial Relations Act 1996*. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

15.3 Parental Leave

- (a) Subject to such conditions as may from time to time be determined by the Museum of Contemporary Art, the Museum may grant Parental Leave for a period not exceeding twelve (12) months to an employee who becomes a parent but is not entitled to Maternity Leave or Adoption Leave.
- (b) Parental Leave may commence at any time up to two (2) years from the date of birth or adoption of the child.
- (c) An employee who has been granted Parental Leave may, with the permission of the Museum, take such leave:
 - (i) full-time for a period not exceeding twelve (12) months; or
 - (ii) part-time over a period not exceeding two (2) years, or partly full-time and partly part-time over a proportionate period.
- (d) An employee who resumes duty immediately on the expiration of Parental Leave shall -
 - (i) if the position occupied by him or her immediately before the commencement of that leave still exists - be entitled to be placed in that position; or
 - (ii) if the position so occupied by him or her has ceased to exist - be entitled to be appointed (subject to the availability of other suitable positions) to another position for which he or she is qualified or be entitled to a redundancy pay as per the Redundancy Policy.

- (e) Parental Leave shall be granted without pay.

15.4 Recreation Leave

- (a) Recreation Leave on full pay accrues to employees at the rate of twenty (20) working days per year.
- (b) Recreation Leave accrues from month to month only, but for the purposes of calculating Recreation Leave which may be due on cessation of employment, credit shall be given for periods of service of less than one (1) month.
- (c) Recreation Leave accrued and not taken by an employee owing to exigencies of the Museum of Contemporary Art or for any other reason the Museum considers sufficient, accumulates up to a maximum of forty (40) working days.
- (d) The Museum may direct an employee to take accrued Recreation Leave at such time as is convenient to the working of the Museum of Contemporary Art, but as far as is practical the wishes of the employees concerned are to be taken into consideration in directing the time for the taking of leave.
- (e) If the Museum is satisfied that an employee is prevented from taking an amount of Recreation Leave sufficient to reduce the accrued leave below forty (40) working days, the leave accrued in excess of forty (40) working days shall not be forfeited, however the Museum reserves the right to direct the employee to take leave.

Recreation Leave shall not be granted for a period of less than a half day or in other than multiples of a half day.

- (f) Recreation Leave for which an employee is eligible on cessation of employment shall be calculated to an exact half day, fractions of less than a half day being taken to the next higher half day.
- (g) Recreation Leave does not accrue to an employee in respect of any period of absence from duty without pay or without leave.
- (h) The proportionate deduction to be made in respect of the accrual of Recreation Leave on account of any period of absence referred to in the aforementioned clause shall be calculated to an exact half day. Fractions of less than a quarter day being disregarded and not included in the calculation.
- (i) Recreation Leave accrues 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 Act 1987*; or
 - (ii) any period of sick leave without pay; or
 - (iii) any other period of leave without pay, not exceeding five (5) working days in any period of twelve (12) months.
- (j) If an employee takes Extended Leave on half pay, the period of that leave shall be taken into account to the extent of one-half of the leave only in calculating the accrual of Recreation Leave.
- (k) An employee who resigns or retires or whose services are otherwise terminated (except by death) shall, on cessation of employment, be entitled to be paid forthwith, in lieu of Recreation Leave accrued and remaining untaken the money value of that leave.

- (l) An employee may elect to take either the whole or part of the Recreation Leave accrued and remaining untaken at cessation of active duty as Recreation Leave on full pay instead of taking the money value of that leave.
- (m) Where an employee has acquired a right to Recreation Leave with pay and dies before entering on it, or after entering on it dies before its termination -
 - (i) the spouse or de facto spouse whether same or opposite sex; or
 - (ii) if there is no such spouse or de facto spouse, the children of the employee; or
 - (iii) if there is no such spouse or de facto spouse or children, the person who, in the opinion of the Museum was, at the time of the death of the employee, a dependent relative of the employee, is entitled to receive the money value of the leave not taken.
- (n) If there is no such person entitled under paragraph (m) of this subclause, the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.
- (o) If there is no person entitled under paragraphs (m) or (n) of this subclause to receive the money value of any leave not taken or not completed by an employee or which would have accrued to an employee, the payment shall be made to the personal representative of the employee.
- (p) Where payment of the money value of leave has been made under this clause no proceeding may be brought against the Museum of any amount in respect of that leave.

15.5 Sick Leave

- (a) Sick Leave on full pay accrues to an employee at the rate of ten (10) days each calendar year, and any such accrued leave which is not taken is cumulative to a maximum of forty (40) days, except as provided in paragraph (g) of this subclause.
- (b) Sick Leave on full pay accrues at the beginning of the calendar year, but if an employee is appointed during a calendar year, sick leave on full pay accrues on the date the employee commences duty at the rate of one (1) day for each complete month before the next 1 January up to a maximum of ten (10) days.
- (c) Sick Leave without pay shall not be counted as service for the accrual of Sick Leave.
- (d) For the purposes of determining the amount of Sick Leave accrued where Sick Leave is granted on less than full pay, the amount of Sick Leave granted shall be converted to its full pay equivalent.
- (e) If an employee who is on Recreation Leave or Long Service Leave furnishes to the Museum a satisfactory Medical Certificate in respect of illness occurring during that leave, the Museum may, subject to the provisions of this part relating to Sick Leave, grant Sick leave to the employee for the following period:
 - (i) in the case of an employee on Recreation Leave - the period set out in the Medical Certificate;
 - (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 seven (7) calendar days.
- (f) Paragraph (e) applies to all employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

- (g) The Museum may, at its discretion, grant additional (special) Sick Leave as outlined in paragraph (h) to an employee who:
- (i) has exhausted the Sick Leave entitlement which may be granted under paragraphs (a) and (b);
 - (ii) has had ten (10) or more years of service; and
 - (iii) is absent on Sick Leave for a period of at least three (3) months duration.
- (h) Special Sick Leave may be granted as follows:

Completed Years of Service	Number of Working Days (5 Day Week)
10	22
20	44
30	66
40	88
50	110

15.6 Sick Leave - 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 employees a right to claim compensation under the *Workers Compensation Act 1987*.
- (b) If an employee 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, be granted by the Museum Sick Leave on full pay for which the employee is eligible, and if that claim is accepted the equivalent period of any 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 twenty six (26) weeks referred to in section 36 of the *Workers Compensation Act 1987* may, subject to the provisions of this clause relating to Sick Leave, 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 but Sick Leave equivalent to the amount of the difference so paid shall be debited against the employee.
- (d) If an employee notifies the Museum that he or she does not intend to make a claim for any such compensation, Sick Leave on full pay may be granted by the Museum.
- (e) If an employee, who is required to submit to a Medical Examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under the 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) If, as a result of any such Medical Examination, a Certificate is given under the *Workers Compensation Act 1987* setting out the condition and fitness for employment of the employee or the kind of employment for which the employee is fit, and the Museum 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 (b) or (c) of this subclause, if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*, there shall then be no further Sick Leave granted on full pay.

15.7 Sick Leave - Other than Workers Compensation

- (a) If the circumstances of an injury to or illness of an employee may give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, Sick Leave on full pay may, subject to an in accordance with this clause, be granted to the employee on completion by the employee of an undertaking in form approved by the Museum that any such claim if made will include a claim for the value of any period of Sick Leave on full pay granted and that, in the event that the employee receives or recovers damages or compensation pursuant to the claim for loss of salary or wages during any such period of Sick Leave, the employee; will repay the Museum of Contemporary Art such money as is paid by the Museum of Contemporary Art in respect of any such period of Sick Leave.
- (b) Sick Leave on full pay shall not be granted to an employee who refuses or fails to complete an undertaking referred to in paragraph (a) of this subclause except with the express approval of the Museum given on the grounds that the refusal or failure is unavoidable in the circumstances.
- (c) On repayment made to the Museum pursuant to an undertaking given by an employee, Sick Leave equivalent to that repayment, calculated at the ordinary rate of pay of the employee, shall be restored to the credit of the employee.

15.8 Sick Leave to care for a family member

An employee with responsibilities in relation to a category of person set out in paragraph (c) of this subclause who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.

- (a) 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 (3) years. In special circumstances, the Museum may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- (b) If required by the Museum, the employee must establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care and support of the person concerned;
and
 - (2) the person concerned being:
 - the spouse or de facto spouse whether same or opposite sex; or
 - 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
 - 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.

15.9 Special Leave

Special Leave may be granted to an employee on a paid or unpaid basis at the discretion of the Museum for the following purposes: Compassionate Leave, Military Leave, Jury Service, attendance in court, emergency volunteer activities, trade union activities, academic study, examination leave, graduation and academic ceremonies, professional meetings, electoral office activities, first aid training, blood donation, Olympic and Commonwealth Games participation, National Aborigines Day celebrations (where an employee identifies as an Aborigine), or in other cases of pressing necessity.

15.10 Long Service Leave

- (a) Full and Part-time employees are entitled after service of ten (10) years, to leave for three (3) months on full pay or six (6) months on half pay, and after ten (10) years service to an amount of leave on a pro rata basis to three (3) months for every additional ten (10) years worked.
- (b) For the purpose of calculating the entitlement of an employee to Long Service Leave under this subclause:
 - (i) service commences from the date of commencement of employment (as a full time or part time employee) with the Museum of Contemporary Art Limited or the date of the commencement of employment with The University of Sydney if the employee subsequently transferred to the Museum of Contemporary Art Limited.
 - (ii) Long Service Leave previously taken will be excluded from any calculation of Long Service Leave due.
- (c) If the services of an employee with at least five (5) years service and less than ten (10) years service are terminated:
 - (i) by the Museum for any reason other than the employee's serious and intentional misconduct; or
 - (ii) by the employee on account of illness, incapacity or other exceptional circumstances subject to the discretion of the Museum,

The employee is entitled:

 - (iii) for five (5) years of service, to 1.5 month's leave on full pay; and
 - (iv) for service after five (5) years, to a proportionate amount of leave on full pay calculated on the basis of three (3) month's leave for ten (10) years service.
- (d) For purposes of calculating Long Service Leave "service" does not include any period of Leave Without Pay.
- (e)
 - (i) an employee who has acquired a right to Long Service Leave with pay under paragraph (a) of this subclause) is entitled, immediately on the termination of the employee's services, to be paid instead of that leave the money value of the Long Service Leave in addition to any payment to which the employee may be otherwise entitled;
 - (ii) any pension to which such employee is entitled under the *Superannuation Act 1916* commences from and including the date on which the employee's Long Service Leave if taken, would have commenced.
- (f) If an employee has acquired a right under this clause to Long Service Leave with pay and dies before starting it, or after starting it dies, paragraphs (m)-(p) of subclause 15.4, Recreation Leave apply.

- (g) Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.
- (h) Long Service Leave should be taken at a mutually agreeable time. All efforts will be taken to grant the applicant's Long Service Leave following the giving of reasonable notice. Long Service Leave to be approved no longer than 12 months after receipt of written application except by mutual agreement between the applicant and the Museum.

16. Study Assistance

16.1 Objectives

Study assistance is available to develop the skills and versatility of people working in the Museum of Contemporary Art. It should be equitably accessible to all employees and should be used to promote a highly trained and skilled workforce.

The objectives of study assistance are:

- (a) to assist employees to undertake study which is relevant to the Museum and which improves their ability to perform their duties;
- (b) to develop the skills, versatility and adaptability of people working in the Museum of Contemporary Art;
- (c) to provide an opportunity for employees who have suffered education disadvantage to bridge gaps in their educational qualifications;
- (d) to encourage employees to pursue the highest standards in courses of study;
- (e) to provide a tangible expression of the commitment to employee development in a cost effective way.

16.2 Approved Courses and Study Types

Courses and other forms of study for which Study Leave may be granted shall be taken on a part time basis provided that they relate to the student's current employment and meet one or more of the following criteria:

- (a) be administered by a recognised public institution;
- (b) lead to a recognised qualification;
- (c) be a bridging/qualifying course;
- (d) lead to membership of a registered professional organisation;
- (e) contribute to the professional development of the employee;

16.3 Part Time Course

A part time course may be undertaken through correspondence or may require face to face or oral instruction. Study Leave may be granted for an approved course. More than one course may be undertaken at the same time, provided that the two or more courses together result in a part time load.

16.4 Study Time

- (a) Full time or part time employees desiring to undertake study shall make written application to the Course Approval Committee four or more weeks prior to the commencement of the proposed course.

- (b) A maximum of four (4) hours per week paid leave may be granted for attendance at lectures and other appropriate study. Such time shall be considered hours worked for purposes of calculating Sick Leave, Recreational Leave, Long Service Leave, etc. Such time shall include travel to and from the place of study.
- (c) Study Leave may, at the discretion of the Director, be granted in accumulated blocks for the duration of the course.
- (d) Study Leave shall be granted for under-graduate, graduate and post-graduate study. In special circumstances Study Leave may be granted for overseas study, including scholarships and fellowships, where applicant can demonstrate financial need.
- (e) Where study time is refused, the employee shall have recourse to the dispute settling procedures as specified in clause 18, Grievance Dispute Settling Procedures.

16.5 Examination Leave

- (a) Examination Leave shall be granted to a maximum of five (5) days per annum, at the normal rate of pay. Such time shall be considered hours worked for the purposes of calculating Sick Leave, etc.
- (b) Pre Examination Leave is also available at the discretion of the Museum.

16.6 Study Leave Without Pay

The Director shall consider requests for Leave Without Pay for the purposes of study in the following instances:

- (a) the applicant is the recipient of a Fellowship or Scholarship which provides its own form of financial support.
- (b) the applicant's proposed course of study is not considered to be of immediate relevance to the applicant's skills for which they are employed by the Museum.
- (c) repeat subjects where evidence can be provided that failure was caused by circumstances beyond their control, such as sickness, domestic circumstances, etc.

Leave Without Pay shall be granted at the discretion of the Director and shall not be considered time worked for the purposes of calculating Sick Leave, etc.

16.7 Refusal of Study Leave

- (a) Sufficient notice must be given of refusal of Study Leave to enable the applicant to consider alternatives. Counselling shall be provided to assist applicants in considering alternatives.
- (b) The employee has recourse to the dispute procedures as specified in clause 18, Grievance Dispute Settling Procedures.

16.8 Employee Development and Training Opportunities

- (a) Definition

For the purpose of this part, the following are regarded as employee development and training 'activities'.

- (i) employee development courses conducted by the Museum of Contemporary Art;
- (ii) short educational and training courses conducted by generally recognised public or private educational bodies; and

- (iii) conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.

(b) Types of Activities

The activities defined above can be grouped into three types:

- (i) Activities considered by the Museum to be essential for the efficient operation of the Museum of Contemporary Art.

Such activities would include the attendance at selected employee training sessions on the operations of a new office machine such as a computer which they will be required to use, or attendance at a course which is indirectly related to the work of the employees and is seen as essential for the employees to perform their duties adequately.

- (ii) Activities considered to be developmental and of benefit to the museum profession:

These activities which are developmental and serve to enhance the knowledge and skill of employees, being of clear benefit to the employees both in their work and in their career development as well as having a consequential benefit for the Museum of Contemporary Art or the museum profession. These activities would comprise the majority of employee development and training courses.

- (iii) Activities considered to be principally of benefit to the person and indirectly of benefit to the museum profession.

Attendance of employees at conferences or professional societies, or a series of lectures conducted by an educational institution, are examples of such activities.

(c) Attendance on duty

Attendance of employees at activities described in paragraphs (b) (i) and (b) (ii) of this subclause would be regarded as on duty. This means that where employees attended such an activity during normal working hours, they would be regarded as on duty for the purposes of payment of salary.

- (d) Conditions for activities considered to be essential for the efficient operation of the Museum. Because the activities described in paragraph (b) (i) of this subclause are seen as essential it is clear that employees would be entitled to conditions contained in this award on the basis that the employees are performing their normal duties. These conditions would include.

- (i) recognition that the employees are performing normal duties during the course;
- (ii) adjustment for the hours so worked under flexible working hours;
- (iii) payment of course fees;
- (iv) payment of all actual necessary expenses or payment of allowances in accordance with this award, provided that the expenses involved do not form part of the course; and
- (v) payment of overtime where the activity could not be conducted during the employee's normal hours and the Museum is satisfied that the approval to attend constitutes a direction to work overtime under clause 8, Overtime and Time in Lieu, of this award.

- (e) Conditions for activities considered to be essential for the efficient operation of the Museum

The conditions to apply to the types of activities described in paragraph (b) (ii) of this subclause would be restricted to:

- (i) recognition of the employee as being on duty during normal working hours whilst attending the activity;
 - (ii) payment of course fees;
 - (iii) reimbursement of any actual necessary expenses incurred by the employee for travel costs, meals and accommodation, provided that the expenses involved do not form part of the course fee; and
 - (iv) such other conditions as may be considered appropriate by the Museum given the circumstance of attending at the activity, such as compensatory leave for excess travel or payment of the expenses allowance provided by clause 8, Overtime and Time in Lieu, of this award.
- (f) Conditions for activities considered to be principally of benefit to the employee and indirectly of benefit to the Museum.

The activities described in paragraph (b) (iii) of this subclause would be attended by an employee through the grant of Special Leave up to a maximum of ten (10) days in accordance with subclause 15.9 Special Leave of clause 15, Leave, of this award.

17. 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:
 - (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.
- (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:

- (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."

18. Grievance Dispute Settling Procedures

Grievance and dispute settling procedures are in Appendix A to this award.

19. Deduction of Union Membership Fees

- (a) The Association shall provide the Museum with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- (b) The Association shall advise the Museum 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 Museum at least one month in advance of the variation taking effect.
- (c) Subject to (a) and (b) above, the Museum 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 Museum to make such deductions.
- (d) Monies so deducted from an 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.
- (e) Unless other arrangements are agreed to by the Museum and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- (f) Where an employee has already authorised the deduction of Association membership fees from their 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.

20. Area, Incidence, and Duration

This award shall apply to all employees of the Museum of Contemporary Art and employees of any affiliate of the Museum of Contemporary Art as defined in clause 3, Definitions, of this award.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Museum of Contemporary Art Conditions of Employment Award 2002 published 7 March 2003 (338 IG 690) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 23 September 2005.

The award will remain in force until 15 October 2005, this being the term of the original award.

APPENDIX A

Grievance/Dispute Procedure

Grievance resolution

The grievance resolution process

Who is responsible for implementing this policy

Principles of grievance resolution

- (i) What is a grievance?
- (ii) Why raise and resolve a grievance?
- (iii) Grievance resolution
- (iv) Documentation
- (v) Natural justice
- (vi) The support/information role for some grievances
- (vii) The mediator role for some grievances
- (viii) The advocate role for some grievances

Grievance resolution:

All employees are entitled to express a grievance and have that issue or concern examined and resolved.

The intent of the Museum's grievance resolution policy is that grievances are managed effectively and in a timely manner in the local workplace, consistent with award and legislative requirements.

The grievance resolution process

A grievance occurs in the workplace	Is the grievance resolved by discussion in the local workplace?	Yes
	No	
	Write to immediate supervisor documenting - the grievance - the remedy sought	
	Hold a meeting to discuss the matter (within 2 days)	
	Is the matter resolved	Yes
	No	
	The employee or Department Manager/Team Leader may refer to General Manager	
	As soon as practical, hold a meeting to Discuss/investigate the matter	
	No	
	The General Manager may authorise a separate investigation	
		Yes

Is the matter resolved?	Ensure all relevant Parties are informed of the outcome; document and follow up as needed
The General Manager (or delegate) responds in writing to the employee, including any reasons for not implementing any proposed remedy	Yes Stop

Note 1: 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 Director or delegate.

Note 2: The employee may be represented by the relevant union at any stage.

Note 3: This is a general summary only.

Who is responsible for implementing this policy?

All grievances brought to the attention of a Supervisor or Manager must be investigated. Resolution is sought which is most satisfactory to all parties concerned and is consistent with any legislative or Award requirements.

For some grievances it maybe essential that additional corrective action is undertaken. This could include change in policy or systems to ensure that the grievance does not recur. The management of follow-up, implementation and corrective actions is essential. This is the responsibility of the relevant Supervisor or Manager.

Within the confines of law, decisions regarding workplace conditions, relationships and flow and type of work lie with management. Management also has a responsibility for effectively managing grievances.

Principles of grievance resolution

(i) What is a Grievance?

A grievance is a work related problem, concern or complaint which could be about issues such as:

distribution of work

work relationships

working conditions

access to opportunities for training, equipment, promotion or higher duties.

In this policy, the following terms are used:

grievant - the person who has the grievance

respondent - any person against whom a grievance is brought is referred to as the respondent, for example if the grievance is about harassment, the alleged harasser is the respondent

supervisor - this includes the immediate manager or team leader.

(ii) Why raise and resolve a grievance?

Effective grievance management resolves conflict quickly and effectively, decreasing distractions and improving morale. Grievances may also help identify if legislative and Award requirements are not being complied with, for example grievances related to occupational health and safety.

(iii) Grievance resolution

Reporting a grievance

If you have a grievance you may choose to handle the matter in a number of ways. The Museum of Contemporary Art encourages its employees to resolve grievances at the local workplace level.

The first step is to discuss the grievance with your supervisor, work colleague/s or other relevant employees associated with grievance. For example, if the grievance is related to work allocation, it is appropriate to discuss the matter with your supervisor. If the grievance is about your work relationship with a colleague, it is appropriate to discuss the matter with the colleague direct.

Discussing the matter with the parties directly involved may be very effective, particularly if they are unaware of the impact of their behaviour or your concerns.

You have the right to make a formal written complaint at any time. This Policy provides that an employee should first document the grievance and the remedy sought, for their supervisor. A meeting must be held within two days to aim to resolve the matter.

The following stages are implemented in the process of resolving a grievance. The depth and thoroughness of each stage will depend on the gravity of the situation. Confidentiality is to be maintained at all times. For most grievances it will be the supervisor who is most directly involved in this process. If the supervisor is the respondent in the grievance, the grievant should seek the assistance of the supervisor's manager.

Supervisors receiving a grievance should:

always take the grievance seriously

ask the grievant what remedy they are seeking

discuss the grievance and help the grievant to decide if the situation can be resolved at the local workplace level

reassure the grievant that their grievance will remain confidential and will not be disclosed outside the investigation process

assist the grievant in understanding options and steps in the grievance process

listening to the grievant's concern or distress.

In conjunction with these responsibilities, the key stages in the grievance process include the Supervisor:

clarifying the facts and separating these from opinion and emotion

assessing the seriousness of the matter and involving expert advice where appropriate

considering if particular formal policies are relevant to the matters raised

exploring possible options and considering their likely consequences

considering if it is necessary to investigate the facts further by interviewing witnesses gathering evidence etc

agreeing on appropriate actions and who will take them

setting completion and review dates

initiating or recommending actions to prevent the grievance recurring

ensuring that the grievant is informed of the outcome of the investigation and decision making process.

Investigating a grievance

Grievances may be investigated within the Museum by a single officer or a panel. The Director or the General Manager will determine the membership of a panel. For example, a panel may consist of the Team Leader responsible for the grievant and an independent employee.

Investigations should be fully completed, including the sign-off of any reports, as quickly as possible and ideally within five working days. The level of investigation will relate in part to the seriousness of the grievance.

In carrying out an investigation, the panel must:

be fair and impartial

discuss the grievance with the grievant and obtain as much information as possible including a description of the events, times/dates and the names of any witnesses

advise the respondent (if there is one) that a grievance has been made, describe the nature of it and also obtain a full description of the events and the names of any witnesses

explain the investigative process to the grievant and respondent (if there is one)

establish the facts by interviewing any witnesses or other relevant parties, (taking written statements as required), referring to file documentation and/or using other appropriate methods

remind all parties not to discuss the matter and assure them that confidentiality will be maintained

keep factual notes on all discussions, meetings and interviews

assess whether or not the grievance is substantiated.

Depending on the nature of the grievance, an investigating officer or panel should consider whether one or more parties should be given alternative work arrangements for the duration of the investigation. In most instances this will not be necessary.

In some cases an independent and external investigation process may be established by the Museum and/or agencies such as the Anti-Discrimination Board

The outcome of the investigation process is usually a report which summarises the key events and issues and recommends a course of action to resolve the complaint.

Resolving informal grievances

It is often possible to resolve informal grievances at the local workplace level.

If the grievance is minor and all parties are satisfied with the outcome, formal documentation on the grievant's and respondent's personal file may not be required.

Resolving formal grievances

The investigating officer or panel asks the grievant to describe any actions that the respondent and/or the organisation should carry out before the grievant is satisfied. The panel takes these suggestions into account

when it recommends a course of action for approval and adoption. The relevant Manager, General Manager or Director makes the final decision on the recommendation.

In those cases which involve breaches of policy, any disciplinary action which is recommended should be appropriate to the nature of the offence - consider whether it is a first or a repeated offence, the severity of the behaviour and so on.

If the grievance was substantiated, appropriate actions may include one or a combination of:

- a verbal or written apology from the respondent
- mediation between the parties
- skills development for one or both parties
- moving the respondent to other work assignments so that the respondent no longer works with the grievant
- a formal warning
- temporary or permanent demotion
- termination of employment, in serious instances.

It is essential that the relevant Manager co-ordinates any follow-up action and to ensure that decisions are fully implemented. Advice to unions may be necessary.

The formal grievance and its outcome should be documented with copies placed on the appropriate employees' files.

Employees who have a grievance may also obtain confidential, personal counselling through the Museum's Employee Assistance Program (EAP).

(iv) Documentation

Documentation is to be maintained, including copies of the grievance (if it is in writing) and response. It should also summarise the actions taken to resolve the matter and include details such as:

- dates
- times
- location
- the names of the relevant parties.

The level of documentation will reflect the gravity of the grievance. Confidentiality needs to be maintained with all the documentation. It is usually filed on the personnel files of the grievant and respondent.

(v) Natural Justice

It is sometimes alleged that the respondent behaved in an unacceptable or inappropriate manner, causing the grievance. It is also important to protect this person's rights, for example the respondent needs to be informed of the alleged grievance and be given a right of reply.

The principles of natural justice and procedural fairness must be adhered to throughout, requiring that:

an impartial and proper investigation of facts and circumstances is conducted, taking into account any mitigating circumstances

the respondent is given the opportunity and sufficient notice to present their response to allegations and/or decisions made

all employees are made aware of their right to use the Museum's grievance resolution procedures and/or to seek a union representative at any stage

any penalties imposed are lawful.

(vi) The Support/Information role for some grievances

In some grievances, the grievant or respondent may wish to obtain support or information from a third party on a confidential basis. This may be the case, for example, in harassment cases if an employee is harassed by their supervisor and is not sure who they should talk to or the options available to deal with the issue.

Providers of this support or information may include:

Human resource specialists

Other managers and employees

External providers, such as EAP provider - Davidson Trehaire

External agencies if relevant (eg. Anti-Discrimination Board).

People providing support or information in this way must ensure that they are impartial and do not prejudge any matter.

(vii) The Mediator role for some grievances

In some cases the resolution of a grievance may require a mediator who, as an independent third party, can assist the grievant and respondent to resolve the grievance.

The mediator is someone both the grievant and respondent agree to. The mediator has an important role in actively resolving the issue in a fair and equitable manner and cannot dismiss it without clarifying and evaluating it.

The mediator does not have to take responsibility for someone else's issues, rather their role is to support and assist the parties involved. The role of mediator is impartial and judgments of issues and people are to be avoided.

Mediators may include:

human resource specialists

other managers or employees

external individuals with experience in this role

their Union

At any stage in the process the grievant, respondent and supervisor may choose to obtain advice from an external mediator such as an employee assistance program provider.

(viii) The Advocate role for some grievances

In some grievances, the grievant or respondent may seek another person to act as an advocate and support them. Advocates may participate directly in discussions to try to deal with the grievances.

Employees' advocates usually include:

union delegates or officials

co-workers.

In practice, most grievances do not require the participation of advocates, particularly if it is effectively managed to the satisfaction of all parties in the local workplace.

Advocates are most typically involved if a grievance is of such a serious matter that it may result in formal disciplinary action or an industrial dispute.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(1658)

SERIAL C4140**CROWN EMPLOYEES (MAJOR AND COMMUNITY EVENTS REASSIGNMENT) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4137 of 2005)

Before The Honourable Mr Deputy President Harrison

26 October 2005

REVIEWED AWARD**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Parties
4.	Definitions
5.	Acknowledgments by the Parties
6.	Consultation
7.	Coverage
8.	Nature of Reassignment
9.	Right of Return and Continuity of Employment
10.	Relationship to Relevant Awards
11.	Rates of Pay
12.	Suspension of Home Agency Flexitime and Other Similar Arrangements
13.	Working Hours
14.	Rest Breaks and Accrued Attendance Entitlements
15.	Time Off In Lieu (TOIL)
16.	Sick Leave, Family and Community Service Leave and Other Paid Leave
17.	Payroll Issues and Record of Attendance
18.	Transport, Travelling Time and Travelling Allowances
19.	Termination of Reassignment
20.	Grievance and Disciplinary Policy
21.	Occupational Health and Safety
22.	Anti-Discrimination
23.	No Extra Claims
24.	Area, Incidence and Duration

Appendix A - List of Agencies

Appendix B

Schedule 1 - Major and Community Events to which this award applies

2. Title

This Award will be known as the Crown Employees (Major and Community Events Reassignment) Award.

3. Parties

3.1 The Parties to the Award are:

- (i) The Public Employment Office;
- (ii) All agencies referred to in Appendix A;
- (iii) Public Service Departments listed in Schedule 1 to the Act;
- (iv) Declared Authorities listed in section 133 of the Act, except for the State Rail Authority of New South Wales and the State Transit Authority of New South Wales;
- (v) Unions NSW on behalf of affiliated unions;
- (vi) The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);
- (vii) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch; and
- (viii) The organiser of the Major and Community Events specified in Schedule 1 of this Award as varied from time to time.

4. Definitions

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

"Agency" means those NSW Government organisations:

listed in Schedule 1 to the Act; or

listed in section 133 of the Act except for the State Rail Authority of New South Wales and the State Transit Authority of New South Wales; or

listed in Appendix A.

"Major and Community Event" means an event set out in Schedule 1 to this Award as varied from time to time.

"Organiser of the Major and Community Event" means the body organising the relevant Major and Community Events as set out in Schedule 1 to this Award as varied from time to time.

"Home agency" means the agency employing the staff member.

"Ordinary working hours" means the number of ordinary working hours set by the staff member's relevant Award.

"Reassignment period" means the period specified for the operation of a Major and Community Event as set out in Schedule 1 to this Award as varied from time to time, or some other time agreed on an individual basis, during which a staff member may be reassigned.

"Reassignment/reassigned" means where a staff member has volunteered to undertake duties for a Major and Community Event as directed by the organiser of the Major and Community Event.

"Relevant Award" means the Award or other industrial instruments applying to the staff member's contract of service or employment in their home agency.

"Staff member" means an employee of a home agency who has volunteered for reassignment to a Major and Community Event.

5. Acknowledgements By the Parties

- 5.1 The parties agree that reassignment is voluntary and is subject to an expression of interest by the staff member and the approval by the home agency, which is to be based on the home agency's operational and service requirements and efficient use of resources. Staff members shall not be forced to undertake reassignment.
- 5.2 The parties acknowledge that the arrangements contained in this Award may vary the normal working arrangements and conditions which may otherwise have applied to staff members had they not been reassigned.
- 5.3 The parties acknowledge that future Major and Community Events will arise and appropriate variations will be made to Schedule 1 of this Award to facilitate reassignment of staff to those events.
- 5.4 The parties agree that the arrangements contained in this Award recognise the need for equity, fairness, flexibility and transparency in dealing with staff considerations.

6. Consultation

- 6.1 The organiser of the Major and Community Event will consult with the parties to this Award, (in relation to Union parties either directly or through Unions NSW) in relation to requirements for staff and how staff will be managed, including hours of work, duties and remuneration.

7. Coverage

- 7.1 This Award applies to a staff member employed by or in an agency who is reassigned to a Major and Community Event in accordance with this Award but does not include a staff member employed under the *Education (School Administrative and Support Staff) Act 1987* or those staff covered under the Crown Employees (Teachers in Schools and TAFE and Related Employees) Salaries and Conditions Award other than non school based teaching service staff and those TAFE Related Employees not entitled to agreed weeks of paid non attendance.
- 7.2 Employment arrangements to which this Award applies are:
- (i) full-time;
 - (ii) permanent part-time;
 - (iii) long term temporary staff employed under section 27 of the Act, where there is a continuing relationship that amounts to an ongoing or continuing contract of employment for a period beyond the expiry of the relevant Major and Community Event.

8. Nature of Reassignment

- 8.1 At all times during a period of reassignment the staff member will remain the employee of the home agency but will be subject to the control and direction of the organiser of the Major and Community Event while on reassignment.
- 8.2 To volunteer for reassignment, a staff member is to express an interest in reassignment in accordance with procedures established by the Premier's Department.
- 8.3 The approval of the home agency to a staff member being reassigned is subject to the service delivery needs of the home agency at the time of reassignment.
- 8.4 Reassignment will be for a specified term. The minimum duration will be ten working days or as otherwise agreed between the staff member, the organiser of the Major and Community Event and the home agency.

- 8.5 A staff member may be reassigned during the reassignment period at any time and on any number of occasions, which may vary in duration.
- 8.6 Reassignment may extend to times outside the reassignment period, as agreed between the staff member, the home agency and the organiser of the Major and Community Event on a case by case basis.
- 8.7 While it is expected that the staff member, having volunteered for reassignment, will remain with the Major and Community Event for the agreed time, it is recognised that the staff member may terminate the reassignment and return to their home agency, but will do so in accordance with Clause 19 of this Award.

9. Right of Return and Continuity of Employment

- 9.1 A staff member who has been reassigned is entitled at the end of the reassignment to return to the position and salary level in the home agency occupied substantively by the staff member immediately before the reassignment. Thereafter the usual staff establishment management arrangements of the home agency apply to the staff member.
- 9.2 Nothing in relation to reassignment will affect the staff member's continuity of service, process for termination of service, or other employment rights with the home agency.

10. Relationship to Relevant Awards

- 10.1 It is the intention of the parties that the staff member's relevant Award will continue to apply while the staff member is on reassignment. However, where this Award varies or replaces arrangements in the staff member's relevant Award, the provisions in this Award are to apply.

11. Rates of Pay

- 11.1 The staff member's rate of pay while the staff member is on reassignment will be the rate of pay they would have received in their home agency had they not been reassigned.
- 11.2 The nominal grading given to a position by the organiser of the Major and Community Event is indicative of the level from which staff seeking reassignment might be drawn. It will not entitle a staff member to higher pay nor operate to reduce a staff member's normal rate of pay.
- 11.3 The rate of pay is to include any shift penalties and other allowances in the nature of salary which the staff member would have been entitled to receive had the staff member not been reassigned.
- 11.4 Where there is any doubt as to the shift penalties that the staff member would have been entitled to receive, the average of the last 4 week rostered period, not including any period of annual or other leave, will be used.
- 11.5 The staff member's rate of pay will apply to all reassignment work, irrespective of the duration, the time of day or day of the week worked.
- 11.6 A staff member who is a shift worker will not be paid shift penalty rates based on any shift rosters applying to the reassigned work.
- 11.7 A staff member who is not a shift worker will not receive payment of shift penalty rates for any shift rosters applying to the reassigned work.

12. Suspension of Home Agency Flexitime and Other Similar Arrangements

- 12.1 A staff member's entitlements under flexible working hours (flexitime), fortnightly or monthly rostered days off or any other work attendance arrangement operating in the staff member's home agency will be suspended for the duration of the staff member's reassignment. All entitlements and associated balances will be preserved until the staff member returns from reassignment. The home agency is to implement

an appropriate extension of time for the staff member to access entitlements and clear associated balances after reassignment.

- 12.2 Accrued flex leave, banked time, accrued days off or rostered days off entitlements, which may have accrued to the staff member under a work attendance arrangement, will not be available during reassignment unless there is prior agreement between the staff member, the home agency and the organiser of the Major and Community Event. Otherwise, the entitlement to access these accruals will be preserved until the staff member returns from reassignment.

NOTE: Working hours arrangements during reassignment may allow staff to use hours worked in excess of the staff member's ordinary working hours towards additional days off duty, as provided in sub-clauses 14.4 and 14.5 of this Award.

13. Working Hours

- 13.1 For the purpose of this Award, the ordinary working hours of a staff member while on reassignment will be the weekly equivalent of the ordinary working hours set by the staff member's relevant Award.
- 13.2 Fixed starting and finishing times or other standard hours arrangements are not provided by this Award.
- 13.3 The number of hours worked by a staff member on reassignment may vary from the staff member's ordinary working hours. Additional hours worked outside the staff member's ordinary hours of work and on weekends may be anticipated.
- 13.4 Daily hours will be agreed between the organiser of the Major and Community Event and the staff member having regard to the Major and Community Event's needs. A staff member will not be required to work daily hours of more than 12 hours inclusive of all meal breaks, or no less than four hours duration unless agreed by the staff member.
- 13.5 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:
- (1) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
 - (2) any risk to staff member 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 organiser of the Major and Community Event regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours; or
 - (5) any other relevant matter.
- 13.6 Where practicable, daily hours shall be in accordance with the staff member's letter of appointment. Where daily hours or the days on which work is to be performed are modified, the organisers of the Major and Community Event will, where practicable, give seven days notice of the change.
- 13.7 A staff member who is reassigned will record the working hours they are directed to work in a record of attendance. The accurate completion of the record of attendance is the joint responsibility of the organiser of the Major and Community Event and the staff member. The organiser of the Major and Community Event will forward the record of attendance to the home agency on a monthly basis.
- 13.8 Ordinary hours of work and hours worked in excess of ordinary hours recorded in the record of attendance will be monitored by the home agency. Staff members and the organiser of the Major and

Community Event will encourage the use of additional hours worked in accordance with sub-clauses 14.4 and 14.5 (i.e. additional days off duty) of this Award.

14. Rest Breaks and Accrued Attendance Entitlements

- 14.1 A staff member will not be required to work more than five hours without the provision of a 30 minute unpaid meal break. A staff member will not be required to work more than nine hours without the provision of a 30-minute paid crib break.
- 14.2 A staff member must have a break of at least eight hours between the completion of one shift and the commencement of the next, and at least ten hours where the staff member is required to work a shift of ten hours or more.
- 14.3 A staff member will be rostered off for a minimum of eight days per 28 day period and as far as is practicable, rostered days off should be taken in lots of 2 consecutive days.
- 14.4 Subject to the operational needs of the organiser of the Major and Community Event, a staff member may take one additional rostered day off per 28 days utilising hours worked in excess of the staff member's ordinary working hours. Hours used to take an additional rostered day off shall be deducted from the time accrued towards time off in lieu as specified in this Award.
- 14.5 Every effort will be made by the parties to utilise hours worked in excess of a staff member's ordinary working hours during the period of reassignment, so as to limit the accrual of time off in lieu.

15. Time Off in Lieu (Toil)

- 15.1 Staff members eligible for paid overtime in accordance with their home agency Award may access TOIL as set out in this Award.
- 15.2 TOIL shall be granted for hours that a staff member is directed to work in excess of the staff member's ordinary working hours. Overtime will not be paid in respect of any hours worked.
- 15.3 TOIL shall be calculated on the total hours actually worked over the whole period or periods of reassignment.
- 15.4 If a staff member works hours in excess of their total ordinary working hours across the period or periods of reassignment, TOIL will accrue on an hour for hour basis up to the equivalent of 5 hours per week over the period of the reassignment, i.e., a total period of reassignment of 20 weeks allows for a maximum of 100 hours at time for time. TOIL will accrue at the rate of time and one half for all additional hours thereafter.
- 15.5 The number of hours accruing towards TOIL on an hour for hour basis will be reviewed prior to any variation to Schedule 1 of this Award to add further Major and Community Events.
- 15.6 TOIL accrued during reassignment will be calculated by the staff member's home agency at the end of the reassignment or at the end of the reassignment period based on attendance records.
- 15.7 The giving and taking of TOIL is a mutual responsibility and cannot be unreasonably refused to be given by the home agency or refused to be taken by the staff member.
- 15.8 TOIL will be available to the staff member upon return to their home agency for a period of 12 months. Home agencies will put in place arrangements to allow staff to exhaust TOIL within this period.
- 15.9 An extension of up to 6 months may be negotiated between a staff member and the home agency to clear a time in lieu balance.
- 15.10 A staff member may be directed to take TOIL to exhaust the entitlement within the timeframes specified in the Award. A staff member refusing to take TOIL as directed will not be entitled to claim hours worked.

- 15.11 If TOIL accruals are unable to be cleared within the times specified in this Award even though all reasonable efforts have been made by the home agency and the staff member to do so, the remaining accrued hours will be paid out by the home agency at overtime rates.
- 15.12 A staff member will retain their entitlement to TOIL under this Award in the same manner as is provided for cross-public sector leave arrangements in Division 2 of Part 3.2 of the Act.

16. Sick Leave, Family and Community Service Leave and Other Paid Leave

- 16.1 Sick Leave, Family and Community Service Leave or other emergency leave, and other paid leave to which the staff member is entitled pursuant to their Award or public sector policy arrangement, will continue to be available during reassignment. The requirements of the relevant Award for the taking of such leave, such as the production of a medical certificate, will apply.
- 16.2 Planned leave approved by the home agency may intervene during a staff member's reassignment, but would be subject to the organiser of the Major and Community Event agreeing to the leave prior to reassignment.
- 16.3 Unplanned leave taken during reassignment, such as sick leave, will require the staff member to notify the organiser of the Major and Community Event as soon as possible of their inability to attend work and the duration that they are likely to be absent.
- 16.4 A staff member will submit a leave form to the organiser of the Major and Community Event for all leave taken. Forms will be forwarded to the home agencies as soon as practicable. The duration of any unplanned leave will be recorded in the staff member's record of attendance and forwarded to the home agency on a monthly basis.
- 16.5 If the staff member indicates to the organiser of the Major and Community Event that the unplanned leave will be for a period of 10 days or more, the organiser of the Major and Community Event may terminate the reassignment and notify the staff member. The Major and Community Event is to notify the home agency immediately and the staff member is to resume work with the home agency.
- 16.6 A staff member whose reassignment has been terminated under these circumstances will be entitled to seek further reassignment upon their return to their home agency.

17. Payroll Issues and Record of Attendance

- 17.1 All payroll issues will remain the responsibility of the home agency for the duration of the reassignment.
- 17.2 The staff member will continue to receive their pay, as provided in Clause 11 of this Award, during the reassignment period from the home agency.
- 17.3 The organiser of the Major and Community Event and the staff member are responsible for maintaining a record of attendance, including the days and hours of work and leave of absence for any reason. The organiser of the Major and Community Event will provide the record of attendance to the home agency on a monthly basis.

18. Transport, Travelling Time and Travelling Allowances

- 18.1 If a staff member ceases or commences a shift after 8.00pm and public transport or any other normal means of transport is not reasonably available, then in consideration of the staff member's safety, the organiser of the Major and Community Event may provide transport or make other transport arrangements to or from home, which may include the use of a taxi for that part of the journey for which public transport is not available.
- 18.2 In recognition of the voluntary nature of reassignment, no additional compensation will be provided for additional travel between a staff member's home and place of work with the Major and Community Event, compared with a staff member's home and their home agency.

- 18.3 Travelling allowances and compensation will not be paid where reassigned staff perform duties at a temporary work location. The organisers of the Major and Community Event will meet all reasonable costs associated with travel, overnight accommodation and meals.
- 18.4 For the purpose of subclause 18.3 a temporary work location is any work location apart from that initially nominated by the organiser of the Major and Community Event as the normal work location.

19. Termination of Reassignment

- 19.1 The reassignment may be terminated by:
- (i) mutual agreement;
 - (ii) the staff member;
 - (iii) the organiser of the Major and Community Event; or
 - (iv) the operation of Clause 16, Sick Leave, Family and Community Service Leave and Other Paid Leave.
- 19.2 Fourteen days notice is required unless some other time is agreed.
- 19.3 The organiser of the Major and Community Event is required to notify the home agency of the termination of the reassignment and the date on which the staff member will return.
- 19.4 A staff member will return to their home agency upon the termination of the reassignment.

20. Grievance and Disciplinary Policy

- 20.1 All grievances and disputes relating to the provisions of this award during the period of reassignment shall be initially dealt with as close to the sources as possible, with graduated steps for further attempts at resolution at higher levels of authority within the organiser of the Major and Community Event, if required.
- 20.2 Steps taken shall be in accordance with the procedure detailed in Appendix B.
- 20.3 Where the grievance concerns occupational health and safety or discrimination and harassment, the staff member will advise the home agency and the matter will be dealt with in accordance with the procedure in Appendix B or the policy and procedures that apply in the home agency. Where such a grievance or dispute arises, home agencies shall take all reasonable steps to resolve the grievance in consultation with the organiser of the Major and Community Event.
- 20.4 The organiser of the Major and Community Event will notify the home agency in the case of any disciplinary matter and it shall be dealt with in accordance with the policy and procedures that apply in the home agency.

21. Occupational Health and Safety

- 21.1 Staff reassigned to a Major and Community Event are required to comply with any risk assessment and management plan implemented by the organiser of the Major and Community Event in accordance with Occupational Health and Safety requirements.
- 21.2 The organiser of the Major and Community Event will comply with all Occupational Health and Safety requirements.

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 the effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions of the Award, which by its terms of operation, has a direct or indirect discriminatory effect.
- 22.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise a staff member because the staff member 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 effect:
- (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.

NOTES

- (a) Employers and staff members 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."

23. No Extra Claims

- 23.1 It is a term of this award that the parties undertake not to pursue any new claims relevant to reassignment for the duration of this Award.

24. Area Incidence and Duration

- 24.1 This Award shall apply to staff members employed in Agencies who are reassigned to Major and Community Events in accordance with this Award.
- 24.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Major and Community Events Reassignment) Award published 11 April 2003 (339 IG 203) and all variations thereof.
- 24.3 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 26 October 2005.

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

APPENDIX A

List of Agencies

Health Professionals Registration Boards

Parliament of New South Wales

New South Wales Police

Sydney Water Corporation

APPENDIX B

- (i) All grievances and disputes relating to the provisions of this Award will 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 organiser of the appropriate Major and Community Event, if required.
- (ii) 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.
- (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 staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Head of the organiser of the Major and Community Event
- (iv) The immediate manager, or other appropriate officer, will convene a meeting in order to resolve the grievance, dispute or difficulty within two 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 staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager will respond within two working 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 Head of the Major and Community Event.
- (vi) The Head of the organiser of the Major and Community Event may refer the matter to the Public Employment Office for consideration.
- (vii) If the matter remains unresolved, the Head of the organiser of the Major and Community Event will provide a written response to the staff member 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.
- (viii) A staff member, at any stage, may request to be represented by their union.
- (ix) The staff member or the union on their behalf, or the Head of the organiser of the Major and Community Event may refer the matter to the NSW Industrial Relations Commission (the Commission) if the matter is unresolved following the use of these procedures.
- (x) The staff member, union, Head of the organiser of the Major and Community Event and Public Employment Office will agree to be bound by any order or determination by the Commission in relation to the dispute.

- (xi) While the procedures outlined in clauses (i) to (x) are being followed, normal work undertaken prior to notification of the dispute or difficulty will continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

SCHEDULE 1

Major and Community Events to which this Award applies

Major and Community Event	Organiser of the Major and Community Event	Reassignment Period

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(1623)

SERIAL C4139

**CROWN EMPLOYEES (LIBRARIANS, LIBRARY ASSISTANTS,
LIBRARY TECHNICIANS AND ARCHIVISTS) AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4136 of 2005)

Before The Honourable Mr Deputy President Harrison

26 October 2005

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Parties
3.	Salaries
4.	Definitions
5.	Descriptors
6.	Commencing Rates of Pay
7.	Family and Community Service Leave/Personal Carer's Leave
8.	Anti-Discrimination
9.	Dispute Resolution Procedures
10.	Area, Incidence and Duration

PART B

MONETARY RATES

Schedule 1 - Salaries

PART A

1. Title

This award shall be known as the Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award 2005.

2. Parties

The parties to this Award are:

Public Employment Office

New South Wales Technical and Further Education Commission

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

3. Salaries

- 3.1 The salaries payable to employees covered by this award are as set out in Schedule 1 - Salaries, of Part B, Monetary Rates, of this award.
- 3.2 The rate of pay that shall apply to employees upon the making of this award will be the rate applied to them from the Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Interim Award, which this award replaces.

4. Definitions

"Archivist" means an employee appointed as such who possesses archivist qualifications acceptable for professional membership of the Australian Society of Archivists (ASA) or other combination of qualifications and experience deemed by the Department Head/Managing Director or the PEO to be equivalent, that meets the minimum standard of skill and knowledge inherent in the ASA standard.

"Employee" means a person employed (permanently or temporarily - including part time) under the Public Sector Employment and Management Act 2002, or the Technical and Further Education Commission Act 1990 No 118 (within the classifications).

"Librarian" means an employee appointed as such who possesses qualifications acceptable for professional membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the Department Head/Managing Director or the PEO to be equivalent, that meets the minimum standard of skill and knowledge inherent in the ALIA standard.

"Library Technician" means an employee appointed as such who possesses qualifications acceptable for library technician membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the Department Head/Managing Director or the PEO to be equivalent, that meets the minimum standard of skill and knowledge inherent in the ALIA standard.

"Library Assistant" means an employee appointed as such who is eligible for enrolment in a course of study that leads to a qualification acceptable for either professional or library technician membership of the Australian Library and Information Association (ALIA).

"PEO" means the Public Employment Office.

"TAFE" means the New South Wales Technical and Further Education Commission.

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

5. Descriptors

Archivist Grade 1

A professional practitioner at this level:

- (a) Undertakes professional archives work of an operational nature. May manage discrete archival projects or archival operations and systems in a multi-disciplinary unit or team.
- (b) Requires sound knowledge of archival/record keeping concepts, principles and theory, and a sound understanding of archival/record keeping systems, practices and procedures. May also require an understanding of specific archival/record keeping systems, collections, services or functions.
- (c) Exercises judgment in dealing with a range of operational and/or conceptual tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards and priorities and deviate to a limited extent from precedent. With experience, may solve non-routine problems by applying principle and theory with reference to precedent.

- (d) Works under general supervision of a senior professional or manager. Works either individually or cooperatively as a member of a team or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate, but may be long-term and may affect clients, collections, co-workers or other agencies. Work may assist in the formulation of procedures or policies and contribute to the body of professional knowledge.

Archivist Grade 2

An experienced professional practitioner or developing specialist at this level:

- (a) Undertakes professional archives work of an operational nature at a more complex/in depth or demanding level. May manage discrete archival projects, or archival operations and systems in a multi-disciplinary unit or team. May provide advice and assistance to Archivists Grade 1.
- (b) Requires a well-developed knowledge of archival/record keeping concepts, principles and theory, and well-developed skills in the application of archival/record keeping systems, practices and procedures, which may include specialised systems, collections, services or functions.
- (c) Exercises judgement and initiative in dealing with a range of complex tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate from precedent.
- (d) Works under general direction of a senior professional or manager. Works either individually or cooperatively as a member of a non-hierarchical team or as a leader or supervisor of a team or discrete project.
- (e) The outcome of work, including decisions, is direct but may be long-term in its effects on clients, collections, co-workers or other agencies. May assist in the formulation of policy and advice to senior management. Work often contributes to the body of professional knowledge.

Archivist Grade 3

A senior professional practitioner, manager, or specialist at this level:

- (a) Undertakes projects and other professional work of a policy or specialist nature, or manages a substantial service, project or team, or a range of smaller projects/ services/teams. May manage an archives/records unit in an agency and/or provide specialised advice to senior agency management or staff.
- (b) Requires substantial knowledge of archival/record keeping concepts, principles and theory. Has a high level of proficiency and expertise in specific system/s, collection/s, service/s, function/s or policy area/s. Requires either management expertise or standing as a recognised internal authority in an area of the discipline of significance to the organisation or the sector.
- (c) Exercises judgement and initiative in dealing with a range of complex and detailed operational, conceptual or policy-related problems and tasks that may extend beyond the immediate work area. May develop or introduce enhancements to practices, systems, procedures and services with limited reference to suitable precedent. Demonstrates a sound understanding and ability to interpret professional standards, practices and theory.
- (d) Works under guidance of a senior specialist or professional manager. Work may be reviewed periodically or at key stages for soundness of judgement and adherence to organisational or sector-wide objectives and policies.
- (e) The outcome of work, including decisions, is usually intermediate to long-term and may have considerable effect and impact on the objectives and performance of service delivery for clients, collections or co-workers, or on sector-wide policy or performance/compliance. Work may contribute to the body of professional, subject or policy area knowledge.

Archivist Grade 4

A professional manager or senior specialist at this level:

- (a) Leads and manages significant organisational service/s, project/s or program/s, and/or provides authoritative highly specialised advice to senior management, the organisation as a whole or external parties. May initiate and implement a major archives/records project or program, or oversee the operations and systems of a substantial archives/records program in an agency.
- (b) Requires significant knowledge of archival/record keeping concepts, principles and theory extending across multiple aspects of the discipline. Also requires either significant management expertise or standing as a recognised internal or external authority on system/s, collection/s, service/s or policy area/s of significance to the organisation, industry or profession.
- (c) Exercises independent or interpretive judgement and initiative in dealing with a range of highly complex and detailed operational or conceptual problems and tasks. Is able to create new systems, standards or approaches and interpret information where there is little or no precedent. Demonstrates an extensive understanding of professional standards and multiple aspects of archives/record keeping that require new and unique solutions.
- (d) Works with occasional managerial or professional review or independently as a recognised specialist. Work is primarily reviewed for effectiveness and progress towards agreed objectives.
- (e) The outcome of work, including decisions, has significant long-term effect, and usually contributes substantially to organisational performance and/or to the body of professional, subject or policy area knowledge. Work has significant legal, policy or service delivery implications at an organisational or sector-wide level.

Archivist Grade 5

A senior professional manager or principal specialist at this level:

- (a) Leads and directs a branch or program of strategic significance to the organisation, and/or provides authoritative advice of the highest order on an area of specialist or policy expertise or significance to the organisation, industry, profession or sector.
- (b) Requires extensive knowledge of archives/record keeping concepts, principles and theory extending across multiple aspects of the discipline. Requires extensive management expertise and detailed knowledge of policy and/or service delivery and development issues, and/or standing as a recognised authority of the highest level on system/s, collection/s, service/s or policy area/s, or an area of the discipline of significance to the organisation, industry, profession or sector.
- (c) Exercises critical or managerial judgement and initiative of the highest order to anticipate, conceptualise and resolve sophisticated problems that have strategic organisational impact. Is able to independently conceive of and implement program objectives and strategies, or new systems or approaches in the absence of precedent.
- (d) Work is primarily guided by organisational policies and administrative controls.
- (e) The impact of decisions and actions is strategic. Work contributes substantially to organisational performance and/or the body or professional, subject or policy area knowledge and has significant legal, policy or service delivery implications at an organisational or sector-wide level.

Library Assistant

A practitioner at this level:

- (a) Performs routine activities to gain practical experience required for the operation of information systems and services to clients.

- (b) Requires ability to develop skills in, and knowledge of library and information standards, procedures, practices and operations, and specific library collections obtained from formal course work and/or workplace training.
- (c) Exercises judgment, where a choice of action is available within the application of clearly established standards, practices and procedures.
- (d) Works under direct supervision of a senior paraprofessional or a professional, but exercises increasing autonomy in prioritising and completing tasks. This may involve working co-operatively in the organisation of work.
- (e) The outcome of work undertaken is usually of direct, but short-term effect on clients, collections and co-workers.

Library Technician Grade 1

A paraprofessional practitioner at this level:

- (a) Performs and/or assists in co-ordinating activities required for the operation and maintenance of library and information services and systems.
- (b) Requires sound knowledge and skill and the ability to develop expertise in library and information management concepts necessary to undertake a varied range of tasks in library procedures and operations.
- (c) Exercises judgment in dealing with a range of general or specialist tasks and problems, with reference to established standards, practices and procedures. Some adaptation of systems, standards or practices may be undertaken.
- (d) Works under general supervision of a senior paraprofessional or a professional or manager. Works either individually or co-operatively as a member of a team, or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate, but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies.

Library Technician Grade 2

An experienced paraprofessional practitioner or specialist at this level:

- (a) Performs and co-ordinates activities required for the operation and maintenance of information services and systems at a comprehensive level. May manage discrete library and information management projects or coordinate the operations and systems of a unit or team.
- (b) Requires substantial knowledge and skill, as well as a high level of proficiency and expertise in library and information principles and theory necessary to undertake a wide range of tasks in library procedures and operations.
- (c) Exercises judgment in dealing with a range of complex or specialist tasks and problems, and in the application of principles and theory. Is able to adapt systems, standards or priorities, and deviate substantially from precedent.
- (d) Works under minimal direction of a senior professional or manager, and is reviewed occasionally or at key stages. Work may be undertaken individually as a specialist or co-operatively as a member of a non-hierarchical team, or as a leader or supervisor of a team.
- (e) The outcome of work may have a long-term effect on clients, collections, co-workers or other agencies. Develops or applies work practices, procedures or policies in their area of responsibility. Work may contribute to the body of knowledge in library and information services, or area of specialisation.

Librarian Grade 1

A professional practitioner at this level:

- (a) Provides professional library and information services and/or assists in the development of library and information services and systems. May co-ordinate discrete library and information management projects or assist in the operations and systems of a unit, team or library service.
- (b) Requires sound knowledge of library and information service concepts, principles and theory, and a sound understanding of library systems, practices and procedures.
- (c) Exercises judgment in dealing with a range of operational and/or conceptual tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate to a limited extent from precedent. With experience may solve non-routine problems by applying principle and theory with reference to precedent.
- (d) Works under general supervision of a senior professional or manager. Works either individually or co-operatively as a member of a team or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate, but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies and contribute to the body of professional knowledge.

Librarian Grade 2

An experienced professional practitioner and/or developing specialist at this level:

- (a) Provides complex or specialist library and information services. May co-ordinate/supervise a discrete library and information management project, or the operations and systems of a unit, team or library service.
- (b) Requires a well-developed knowledge of library and information management concepts, principles and theory, and well-developed skills in the application of library and information systems, collections, services or subject knowledge.
- (c) Exercises judgment and initiative in dealing with a wide range of complex tasks and problems, with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate substantially from precedent.
- (d) Works under general direction of a senior professional or manager. Works either individually as a specialist or co-operatively as a member of a non-hierarchical team, or as a leader or supervisor of a team or discrete project.
- (e) The outcome of work including decisions is direct, but may be long term in its effect on clients, collections and co-workers. May assist in the formulation of policy and advice to senior management. Work often contributes to the body of professional knowledge.

Librarian Grade 3

A senior professional practitioner, manager and/or specialist at this level:

- (a) Manages and/or provides complex or specialist library and information services. May manage substantial library and information management projects, or the operations and systems of a unit, team or library service.
- (b) Requires substantial knowledge of library and information management concepts, principles and theory. Has a high-level of proficiency and expertise in specific systems, collections, services or subject knowledge. Requires either management expertise or standing as a recognised internal authority in an area of the discipline of significance to the organisation.

- (c) Exercises judgment and initiative in dealing with a range of complex and detailed operational or conceptual problems and tasks that may extend beyond the immediate work area. May develop and/or introduce enhancements to practices, systems and procedures with limited reference to precedent. Demonstrates a sound understanding and ability to interpret professional standards, practices and theory.
- (d) Works under guidance of a senior professional or manager. Work may be reviewed periodically or at key stages for soundness of judgment and adherence to organisational objectives and policies.
- (e) The outcome of work including decisions is usually intermediate to long term, and may have considerable effect and impact on the objectives and performance of service delivery for clients, collections and co-workers within the legal, library and information management context. May formulate policy and advice to senior management. Work often contributes to the body of professional, subject or policy area of knowledge.

Librarian Grade 4

A principal professional practitioner and/or senior manager and/or senior specialist at this level:

- (a) Leads and manages significant organisational service/s, project/s or program/s, and/or provides authoritative highly specialised advice to senior management, the organisation as a whole, or external parties. May initiate and implement a major library and information management project or program, or oversee the operations and systems of a significant unit, team or library service.
- (b) Requires and applies significant knowledge of library and information management concepts, principles and theory extending across multiple aspects of the profession. Also requires either significant management expertise or standing as a recognised internal or external authority on systems, collections, services or subject knowledge, or an area of the discipline of significance to the organisation, industry or profession.
- (c) Exercises independent or interpretive judgment and initiative in dealing with a range of highly complex and detailed operational or conceptual problems and tasks. Is able to create new systems, standards or approaches and interprets information where there is little or no precedent. Demonstrates an extensive understanding of professional standards and multiple aspects of library and information services that may require new or unique solutions.
- (d) Works with occasional managerial or professional review or independently as a recognised specialist. Work is primarily reviewed for effectiveness and progress towards agreed organisational objectives.
- (e) The outcome of work including decisions has significant long-term effect, and usually contributes substantially to organisational performance, and/or to the body of professional or subject knowledge. Work is expected to have significant policy, legal or service delivery implications at the organisational level and may also have an impact at the State or National level.

Librarian Grade 5

A principal professional manager and/or principal specialist at this level:

- (a) Leads and directs a branch or program or library service of strategic significance to the organisation and/or provides authoritative advice of the highest order in an area of specialist expertise of significance to the organisation, industry or profession.
- (b) Requires extensive knowledge of library and information management concepts, principles and theory extending across multiple aspects of the profession. Requires extensive management expertise and detailed knowledge of service delivery and development issues, and/or standing as a recognised authority on systems, collections, services, or subject knowledge, or an area of the discipline of significance to the organisation, industry or profession.
- (c) Exercises critical or managerial judgment and initiative to anticipate, conceptualise and resolve sophisticated problems that have strategic organisational impact. Is able to independently conceive of,

and implement program objectives and strategies, or new systems or approaches in the absence of precedent.

- (d) Work is primarily guided by organisational policies and administrative controls.
- (e) The outcome of work, including decisions is strategic, and contributes substantially to organisational performance, or to the body of professional or subject knowledge. Work has significant legal, policy or service delivery implications at the organisational, State or National level.

6. Commencing Rates of Pay

- 6.1 An employee appointed as a Librarian or Archivist Grade 1 who has a qualification acceptable for appointment that required three years full-time study (or equivalent for part-time) shall have a commencing salary of not less than the rate prescribed for the first year of service as set out in Schedule 1 - Salaries, of Part B, Monetary Rates, of this award.
- 6.2 An employee appointed as a Librarian or Archivist Grade 1 who has a qualification acceptable for appointment that required a minimum of four years full-time study (or equivalent for part-time) shall have a commencing salary of not less than the rate prescribed for the second year of service as set out in Schedule 1 - Salaries, of Part B, Monetary Rates, of this award.

7. Family and Community Service Leave/Personal Carer's Leave

- 7.1 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:
 - (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 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 officer; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (i) 'relative' means a person related by blood, marriage, affinity or aboriginal kinship structures;
 - (ii) 'affinity' means a relationship that one spouse or partner has to relatives of the other; and
 - (iii) 'household' means a family group living in the same domestic dwelling.
- 7.2 Family and Community Service Leave
 - 7.2.1 The Department Head/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.

Family and Community Service Leave replaces Short leave.

7.2.2 The maximum amount of family and community service leave on full pay that may be granted to an employee is:

- (i) 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
- (ii) 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.

7.2.3 Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.

7.2.4 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 7.1.

7.3 Use of Sick Leave to care for a sick family member - general

When Family and Community service leave, as outlined in clause 7.2.2 is exhausted, the sick leave provisions under clause 7.4 may be used by an employee to care for a sick family member.

7.4 Use of sick leave to care for a sick family member - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined in clause 7.1.
- (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 Department Head/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 Clause 7.4 (c).
- (e) If required, a medical certificate or statutory declaration must be made by the officer 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 Department Head/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 Department Head/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.

8. Anti-Discrimination

- 8.1 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.

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.

- 8.2 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.

- 8.3 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.

- 8.4 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."

9. Grievance and Dispute Resolution Procedures

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

- 9.2 A 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.

- 9.3 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.

- 9.4 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.
- 9.5 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. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Department Head/Managing Director.
- 9.6 The Department Head/Managing Director may refer the matter to the PEO for consideration.
- 9.7 If the matter remains unresolved, the Department Head/Managing Director shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking any action, in relation to the matter.
- 9.8 An employee, at any stage, may request to be represented by their union.
- 9.9 The employee or the union on their behalf, or the Department Head/Managing Director may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- 9.10 The employee, union, department, and PEO and/or institute and TAFE shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- 9.11 Whilst the procedures outlined in subclauses 9.1 to 9.9 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties. In a case involving occupational health and safety, if practicable, normal work shall proceed in a manner that avoids any risk to the health and safety of any employee or member of the public.

10. Area, Incidence and Duration

This award applies to employees in the classifications of Librarian, Library Assistant, Library Technician or Archivist employed under the *Public Sector Employment and Management Act 2002* or the Technical and Further Education Commission Act 1990.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award 2002 published 7 February 2003 (338 I.G. 209) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 26 October 2005.

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

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

Librarians and Archivists				
Classification and Grades	1.7.03 Per annum \$	1.7.04 Per annum +4% \$	1.7.05 Per annum +4% \$	1.7.06 Per annum +4% \$
Grade 1				
Year 1	39,594	41,178	42,825	44,538
Year 2	41,895	43,571	45,314	47,127
Year 3	44,265	46,036	47,877	49,792
Year 4	47,023	48,904	50,860	52,894
Year 5	49,384	51,359	53,413	55,550
Year 6	51,731	53,800	55,952	58,190
Grade 2				
Year 1	53,901	56,057	58,299	60,631
Year 2	56,013	58,254	60,584	63,007
Year 3	58,796	61,148	63,594	66,138
Year 4	61,158	63,604	66,148	68,794
Grade 3				
Year 1	64,374	66,949	69,627	72,412
Year 2	66,362	69,016	71,777	74,648
Year 3	68,968	71,727	74,596	77,580
Year 4	71,723	74,592	77,576	80,679
Grade 4				
Year 1	73,871	76,826	79,899	83,095
Year 2	76,045	79,087	82,250	85,540
Year 3	78,290	81,422	84,679	88,066
Year 4	80,731	83,960	87,318	90,811
Grade 5				
Year 1	83,010	86,330	89,783	93,374
Year 2	85,791	89,223	92,792	96,504
Year 3	88,550	92,092	95,776	99,607
Year 4	91,554	95,216	99,025	102,986
Library Assistants and Library Technicians				
Library Assistant				
Year 1	30,969	32,208	33,496	34,836
Year 2	32,865	34,180	35,547	36,969
Year 3	34,925	36,322	37,775	39,286
Year 4	37,528	39,029	40,590	42,214
Year 5	38,913	40,470	42,089	43,773
Library Technician				
Grade 1				
Year 1	39,594	41,178	42,825	44,538
Year 2	41,895	43,571	45,314	47,127
Year 3	44,265	46,036	47,877	49,792
Year 4	47,023	48,904	50,860	52,894

Grade 2				
Year 1	52,252	54,342	56,516	58,777
Year 2	53,901	56,057	58,299	60,631
Year 3	56,013	58,254	60,584	63,007
Year 4	58,796	61,148	63,594	66,138

R. W. HARRISON *D.P.*

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(1179)

SERIAL C4138

CROWN EMPLOYEES (ENVIRONMENT PROTECTION AUTHORITY NEW SOUTH WALES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4135 of 2005)

Before The Honourable Mr Deputy President Harrison

26 October 2005

REVIEWED AWARD

Arrangement

Part A

Clause No.	Subject Matter
1.	Definitions
2.	Parties
3.	Salary System
4.	Working Hours and Arrangements
5.	Overtime
6.	Easter Half day
7.	Excess Travelling Time
8.	Irregular Shift Work
9.	Annual Leave Loading
10.	After Hours Incident Service (AHIS)
11.	Out of Hours Disturbance
12.	Salary Sacrifice to Superannuation
13.	Effects of the Crown Employees (Public Sector - Salaries 2004) Award
14.	Delegates Rights and Obligations
15.	Industrial Grievance Procedure
16.	Anti-Discrimination
17.	Deduction of Union Membership Fees
18.	Area, Incidence and Duration

PART B

MONETARY RATES

Schedule 1 - Salaries

PART A

1. Definitions

- 1.1 "Award" means any Award made under the *Industrial Relations Act 1996*.
- 1.2 "Class" means a Class listed in Clause 3, Salary System of this Award.
- 1.3 "Determination" means any Determination made by the Public Employment Office pursuant to the provisions of Section 130 of the *Public Sector Employment and Management Act, 2002*.

- 1.4 "Director-General" means the Chief Executive Officer of the Environment Protection Authority.
- 1.5 "EPA" means the Environment Protection Authority, New South Wales.
- 1.6 "Industrial Agreement" means an Industrial Agreement under the *Industrial Arbitration Act* 1940 that is continued in force by the provisions of the *Industrial Relations Act*, 1996.
- 1.7 "Officer" means an employee of the EPA including those employed on a temporary basis but does not include those employed under individual contracts through employment agencies, employees formally covered by the provisions of the Crown Employees (Senior Officer Salaries 2004) Award, or those employed in the Senior Executive or Chief Executive Services.
- 1.8 "Public Sector Agreement" means any Agreement made pursuant to the provisions of section 131 of the *Public Sector Employment and Management Act*, 2002.
- 1.9 "Reporting Officer" means an Officer who has direct supervisory responsibility for a staff member, for performance management and reporting purposes.
- 1.10 "Salary Point" means a salary nominated within a Class.
- 1.11 "Salary Scale" means the whole set of salaries payable under this Award.
- 1.12 "Subject Officer" means a staff member who reports to a Reporting Officer for performance management and reporting purposes.
- 1.13 "Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, or the Association of Professional Engineers, Scientists and Managers Australia (NSW Branch), having regard to their respective coverage.

2. Parties

The parties to this Award are:

Public Employment Office;

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

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

3. Salary System

- 3.1 The rates of pay for Officers of the EPA will be in accordance with the rates contained in Schedule 1, subject to any agreed Salary and Benefit Packaging arrangement.
- 3.2 Each Officer covered by the award will be classified as an Environment Protection Officer and paid within the salary classes as set out in Schedule 1, subject to any agreed Salary and Benefit Packaging arrangement.
- 3.3 The level of appointment to a salary point within a Class will be determined by the Director-General or nominee, following assessment of an applicant's past work experience in a related field and/or relevant skill levels and/or educational qualifications. Where an Officer is promoted to a higher Class, they will move to the minimum salary point of the higher Class, or at least one salary point above their current substantive salary, whichever is the higher.
- 3.4 Applicants who are offered employment by the EPA and who possess the Higher School Certificate or equivalent will be appointed to no less than the 2nd salary point of Class 1.
- 3.5 Any Officer aged 21 years or over shall be paid no less than the salary prescribed for Class 1 salary point 4 subject to any agreed Salary and Benefit Packaging arrangement.

- 3.6 Movement from one salary point to another within a Class will be subject to the EPA's Staff Appraisal and Performance Related Pay provisions.
- 3.7 Movement from Class to Class will be by way of appointment to a vacancy except in the circumstances described in subclause 3.8 below.
- 3.8 Positions Requiring Scientific and Engineering Degrees
- 3.8.1 Officers employed in positions identified by the EPA as requiring scientific or engineering degrees (or equivalent) will be placed, as a minimum, on the salary scale below and will progress through this scale subject to the EPA's Staff Appraisal and Performance Related Pay provisions.

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

- 3.8.2 Officers with a recognised 3 year degree or qualifications deemed by the EPA as equivalent will be appointed to point 1 on the salary scale.
- 3.8.3 Officers with a recognised 4 year degree or higher or qualifications deemed by the EPA as equivalent will be appointed to point 2 on the salary scale.
- 3.8.4 Officers on the above scale shall be eligible to progress beyond Class 6 Salary Point 2 subject to:
the availability of work at the higher level in the Officer's discipline/s; and
demonstrated ability and capacity to undertake more responsible work, as deemed appropriate by the EPA having regard to the Officer's discipline/s.
- 3.8.5 For Officers on the above scale, work will be redesigned from time to time, in accordance with the agreed process, to ensure that the work performed by the Officer is commensurate with the Class that they currently occupy.
- 3.8.6 Progression beyond Class 7 salary point 4 will be by way of promotion to a vacant position.

4. Working Hours and Arrangements

4.1 Ordinary Working Hours

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

4.2 Bandwidth

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

4.3 Standard Bandwidth

The Standard Bandwidth is 10.5 hours commencing at 7.30 am and ceasing at 6.00 pm. The maximum number of hours that can be recorded as being worked under this bandwidth is 10 hours (10.5 hours less a 0.5 hour lunch break). This will be the bandwidth that an Officer covered by this award operates under unless their bandwidth is varied as per sub-clause 4.4.

4.4 Variable Bandwidth

The Standard Bandwidth hours may be varied at an Officer's request and with prior approval, to start as early as 5.30 am or finish as late as 8.00 pm, provided that changing the bandwidth does not of itself incur additional overtime, meal money payments or travelling compensation claims.

The maximum number of hours Officers may record as being worked in a day remains at 10 hours (10.5 hours less a 0.5 hour lunch break).

Under these arrangements the earliest possible bandwidth for an Officer will be 5.30 am to 4.00 pm and the latest possible bandwidth will be 9.30 am to 8.00 pm.

4.5 Coretime

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

4.6 Standard Coretime

The Standard Coretime hours for the EPA will be 9.30 am to 3.30 pm. The maximum meal break which can be taken by an Officer during Standard Coretime is 2.5 hours (as per clause 4.8.1), such that the minimum an Officer must work during Coretime, exclusive of a meal break, is 3.5 hours. These Coretime arrangements will apply to an Officer of the EPA unless they vary their Coretime as per sub-clause 4.7.

4.7 Variable Coretime

4.7.1 Where an Officer proposes to vary their Coretime (i.e. they do not wish to work the Standard Coretime), they must seek the prior approval of their Reporting Officer. Variation of Coretime will not be agreed by the Reporting Officer if he/she considers that the proposed arrangement will result in withdrawal of service or impediment to work area operations.

4.7.2 An Officer may vary his/her Coretime such that they work a minimum of 3.5 hours between the hours of 8.30 am and 5.00 pm. Wherever possible, the Officer should work at least 3.5 hours continuously during that period, i.e. without a meal break (see sub clause 4.8.2 for meal break requirements). The proposed hours to be worked under such an arrangement are to be clearly defined at the time approval is sought.

4.7.3 If an Officer commences duty after the commencement of their agreed Coretime hours, or ceases duty prior to the cessation of their agreed Coretime without prior approval (i.e. is not on approved leave), the Officer will have the appropriate amount of recreation leave debited, from their Recreation Leave balance, in multiples of a quarter-day.

4.8 Meal Breaks

4.8.1 An Officer on the Standard Bandwidth and Coretime is entitled to take a meal break between the hours of 11.30 a.m and 2.30 p.m. The minimum meal break is 30 minutes and the maximum is 2.5 hours.

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

4.9 Flex Days

4.9.1 Ordinary Flex Day

An Officer may take one 'Ordinary' Flex Day per settlement period (as described in subclause 20 (p) of the Crown Employees (Public Service Conditions of Employment) Award 2002.

4.9.2 Ordinary Flex Day Accrual

Where organisational requirements prevent the Officer taking their Ordinary Flex Day during a settlement period, or where it is at the request of the Officer and the Reporting Officer agrees, that flex day may be accrued at the end of the settlement period provided that the Officer's balance does not fall below a debit of 10 hours.

4.9.3 Second Flex Day

An Officer who has taken their Ordinary Flex Day in a settlement period may, in addition, accrue a second flex day (or ½ Flex day) at the end of the settlement period if they have a balance of at least 7 hours credit (after deducting contract hours).

4.9.4 Accrued Flex Days

- (a) Only one Flex Day (either the Ordinary Flex Day or the Second Flex Day) may be accrued and carried over from any settlement period.
- (b) An Officer may accumulate up to 4 Accrued Flex Days which shall be taken at a mutually convenient time.
- (c) An Officer may take their Accrued Flex Days in combination with an Ordinary Flex Day. A maximum of 5 consecutive working days may be taken by this arrangement.

4.9.5 Where an Officer combines Accrued Flex days with the accrual of Time Off In Lieu of Excess Travelling time as set out in Clause 7, the maximum number of flex days that can be accrued may not exceed four days at any time.

5. Overtime

5.1 An Officer will be eligible for Overtime where:

- (a) They are directed to work before or after their agreed bandwidth; or
- (b) They are directed to work beyond 7 hours (excluding a meal break) on a particular day.

5.2 The Overtime Barrier (i.e. the maximum rate that will be paid to any Officer required to work Overtime) will be Class 8 Salary Point 4 as set out in Schedule 1, subject to any agreed Salary and Benefit Packaging arrangement.

6. Easter Half Day

6.1 Notwithstanding the provisions of subclause 20(s) of the Crown Employees (Public Service Conditions of Employment) Award 2002, Officers will be granted an additional 3.5 hours flex leave during the Easter Flex period which may be taken on the day immediately prior to, or following Easter i.e. 'Easter Half Day'.

6.2 Subject to organisational convenience, an Officer may use other accumulated leave in combination with the 3.5 hours additional flex leave contained in subclause 6.1 above, in order to take the whole day off, however there is no automatic entitlement to this.

- 6.3 Where, in order to ensure an adequate service to clients, an Officer is directed to work the days prior to and after Easter, the Officer shall be able to take the additional 3.5 hours flex leave within one month of Easter Sunday.

7. Excess Travelling Time

- 7.1 Time spent travelling, as defined under Clause 25 of the Crown Employees (Public Service Conditions of Employment) Award 2002:

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

and

From one hour prior to the end of the agreed bandwidth,

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

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

- 7.2 Where organisational requirements prevent an Officer taking Time Off In Lieu of Excess Travelling Time within the time frame allowed under the Crown Employees (Public Service Conditions of Employment) Award 2002 or where it is at the request of the Officer and their Reporting Officer agrees, this time may be accumulated such that: it may be accrued in minimum ½ day amounts up to 4 days, or added to the Officer's Accrued Flex Days under paragraph 4.9.4 to be taken at a mutually convenient time. Where Time Off In Lieu of Excess Travelling time is added to the officer's Accrued flex days, the maximum balance of Accrued flex days will not exceed four days at any time.

8. Irregular Shiftwork

- 8.1 From time to time the EPA may request an irregular or infrequent shift to be performed during the period Monday to Friday.
- 8.2 Where shift work is irregular or infrequent, the EPA shall pay a shift allowance of 30% on the normal daily rate.
- 8.3 No Officer, unless it is part of that Officer's normal duties, or by way of mutual agreement, shall be required to perform such a shift.
- 8.4 The requirement to work an irregular shift should not, of itself, reduce the need to work overtime on the day concerned. However, Officers working an irregular shift will be paid overtime, or may opt to take time off in lieu at overtime rates for any time worked in excess of seven hours. Flexitime credits cannot be accrued when working an irregular shift.
- 8.5 An Officer shall be eligible for an irregular shift allowance if required to commence duty outside of the hours 5.30 am to 9.30 am, and the Officer is not eligible for a regular shift allowance.
- 8.6 After an Officer has worked an irregular shift, the Officer must take a break of 10 hours prior to recommencing work. However, if requested by the EPA because of special circumstances to recommence work without completing a 10 hour break, overtime shall be paid from the time work is recommenced until such a break is taken.

9. Annual Leave Loading

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

- (a) be paid their leave loading when they take sufficient leave (i.e. Recreation leave and/or Extended leave together with Flex days and/or public holidays totalling 10 or more week days), or;

- (b) defer their payment until the end of the relevant leave year, i.e. 30 November. Wherever possible, payment will be made on the first pay day after 30 November.

10. After Hours Incident Service (Ahis)

10.1 Arrangements

The details, arrangements and conditions relating to the EPA's After Hours Incident Services are set out in EPA Procedural Guides (PG) 7.22 & 7.24.

10.2 Payment

Payment relating to Officers 'rostered on' the AHIS at the date of making this award:

\$184.90	per week allowance - incorporates components for "inconvenience" and six incoming calls;
\$16.00	for each call above 6 - No limit on the number of calls;
\$32.10	extra for public holidays falling on a weekday;
\$8.10	late call allowance for each call received between midnight and 0500hrs (i.e. \$24.10 per call)
\$32.10	for Officers not rostered on and who are contacted for advice (refer to Clause 11)

Minimum 3 hours at overtime rates if Officer "called-out" (refer to subclause 10.3)

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

- 10.2.1 The parties acknowledge that "responding" involves a reasonable amount of time and work, for which Officers are compensated under the provisions of subclause 10.2. However in unusual circumstances a particular incident may require excessive time to resolve in which case the Officer may put a case to their Reporting Officer that the particular incident warrants the payment of overtime. Overtime may not be claimed in addition to being Called-Out (refer subclause 10.3) for the same period.

10.3 Call-Out

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

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

Where an Officer is Called-Out he/she is entitled to a ten hour break in circumstances set out in PG 7.22.

Where he/she is required by management to resume working before completing a ten hour break the Officer will be paid at overtime rates until a ten hour break is taken.

11. Out of Hours Disturbance

Officers who are not rostered on duty on the After Hours Incident Service will receive an allowance of \$32.10 if contacted for advice or assistance in relation to emergency complaints or pressing issues outside normal working hours. Such payment will only be made once in any twenty-four (24) hour period, and is not payable when an Officer is Called-Out as in subclause 10.3.

12. Salary Sacrifice to Superannuation

- 12.1 Details of salary packaging arrangements in the EPA are included in the EPA Memorandum of Understanding.
- 12.2 Notwithstanding the salaries prescribed by Clause 3 of this Award, an officer may elect, subject to the agreement of the EPA, to sacrifice a portion of the salary payable under Clause 3 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed fifty (50) percent of the salary payable under Clause 3 or fifty (50) percent of the currently applicable superannuable salary, whichever is the lesser. In this clause, "superannuable salary" means the officer's salary as notified from time to time to the New South Wales Public Sector Superannuation Trustee Corporations.
- 12.3 Where an officer has elected to sacrifice a portion of that payable salary to additional employer superannuation contribution:
- (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to an officer's salary, shall be calculated by reference to the salary which would have applied to the employee under Clause 3 of this Award in the absence of any salary sacrifice to superannuation made under this Award.
- 12.4 An officer may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the EPA's agreement, paid into a private sector complying superannuation scheme as employer superannuation.
- 12.5 Where an officer elects to salary sacrifice in terms of subclause 12.4, the EPA will pay the sacrificed amount into the relevant superannuation fund.
- 12.6 Where an officer is a member of a superannuation scheme established under:
- (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*
- the EPA will ensure that the amount of any additional employer superannuation contribution specified in subclause 12.2 is included in the officer's superannuable salary which is notified to the New South Wales Public Sector Superannuation Trustee Corporations.
- 12.7 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an officer had entered into an agreement with the EPA to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause 12.5, the EPA will continue to base contributions to that fund on the salary payable under Clause 3 to the same extent as applied before the officer sacrificed portion of that salary to superannuation. This clause applies even though the

superannuation contributions made by the EPA may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

13. Effects of the Crown Employees (Public Sector - Salaries 2004) Award.

Should there be a variation to the Crown Employees (Public Sector - Salaries 2004) 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.

14. Delegates Rights and Obligations

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

15. Industrial Grievance Procedure

15.1 General

15.1.1 The aim of this procedure is to ensure that, during the life of this Award, industrial grievances, (including grievances within the meaning of the *Anti-Discrimination Act 1977*) or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.

15.1.2 The parties agree that whilst the procedures contained in this Clause are being followed, there is an expectation that normal work will continue.

15.1.3 In seeking a resolution to any industrial dispute or industrial grievance, the EPA may be represented by an industrial organisation of employers, and the Officers of the EPA may be represented by an industrial organisation of employees.

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

15.2 Steps to Resolve Industrial Grievances or Disputes

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

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

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

- Step 2. If, after a week since the matter was discussed with the Union delegate and the Reporting Officer the matter remains unresolved, the Officer(s) concerned may discuss the matter with the Union delegate and the Branch Director. If the matter remains unresolved follow Step 3.
- Step 3. If, after a week since the matter was discussed with the Union delegate and the Branch Director, the matter is still unresolved, the Officer(s) concerned may discuss the matter with the Branch Director, a representative of the Human Resources Branch and a Union delegate and/or official.
- Where it is agreed by the parties, and the matter is of an urgent nature, the Officer may go to Step 3 immediately. In the event that the parties agree to go to Step 3 immediately, no more than a week should elapse since the matter was first raised until Step 4 is followed.
- Step 4. The matter is discussed between senior representatives of the EPA and the relevant Union. The parties agree to exhaust the process of conciliation before considering Step 5 below.
- It is agreed that the parties will not deliberately frustrate or delay these procedures. All efforts are to be made to resolve the matter promptly. The conciliation process should take no longer than one month, unless the parties agree to a longer period.
- Step 5. If no resolution is found, the matter may be referred to the Industrial Registrar in order for the Industrial Relations Commission or Industrial Court to exercise their functions under the *Industrial Relations Act, 1996*.

16. Anti-Discrimination

- 16.1 It is the intention of the parties bound by this Award to achieve the object in Section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 16.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed in this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

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

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

17. Deduction of Union Membership Fees

- 17.1 The unions party to this Award shall provide the EPA with a schedule setting out union fortnightly membership fees payable by members of each union in accordance with each union's rules.
- 17.2 Each union shall advise the EPA 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 EPA at least one month in advance of the variation taking effect.
- 17.3 Subject to 17.1 and 17.2 above, the EPA shall deduct union fortnightly membership fees from the pay of any officer who is a member of the Union in accordance with the union's rules, provided that the officer has authorised the EPA to make such deductions.
- 17.4 Monies so deducted from the officer's pay shall be forwarded regularly to the respective union together with all necessary information to enable the union to reconcile and credit subscriptions to officers' union membership accounts.
- 17.5 Unless other arrangements are agreed by the EPA and the respective unions, all union membership fees shall be deducted on a fortnightly basis.
- 17.6 Where an officer has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the officer to make a fresh authorisation in order for such deductions to continue.

18. Area, Incidence and Duration

- 18.1 This Award shall apply to all Officers of the Environment Protection Authority of New South Wales
- 18.2 This Award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Environment Protection Authority New South Wales) Award published 16 May 2003 (339 I.G. 439).
- 18.3 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 26 October 2005.
- 18.4 The award remains in force until varied or rescinded, the period for which it was made having expired.
- 18.5 The Crown Employees (Public Service Conditions of Employment) Award 2002 or any Replacement Award applies to employees covered by this award, except in relation to specific 'local arrangements' allowed under Clause 10 of that Award, and included in this Award.

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

Environmental Protection Officers - Environment Protection Authority New South Wales				
Classification	1.7.03 Per annum \$	1.7.04 Per annum +4% \$	1.7.05 Per annum +4% \$	1.7.06 Per annum +4% \$
Class 1				
1	23,350	24,284	25,255	26,265
2	28,210	29,338	30,512	31,732
3	30,962	32,200	33,488	34,828
4	32,855	34,169	35,536	36,957
5	34,310	35,682	37,109	38,593
6	36,180	37,627	39,132	40,697
7	39,980	41,579	43,242	44,972
Class 2				
1	39,980	41,579	43,242	44,972
2	41,153	42,799	44,511	46,291
3	42,245	43,935	45,692	47,520
4	43,823	45,576	47,399	49,295
Class 3				
1	42,245	43,935	45,692	47,520
2	43,823	45,576	47,399	49,295
3	46,016	47,857	49,771	51,762
4	47,401	49,297	51,269	53,320
Class 4				
1	46,016	47,857	49,771	51,762
2	47,401	49,297	51,269	53,320
3	49,369	51,344	53,398	55,534
4	51,309	53,361	55,495	57,715
Class 5				
1	49,369	51,344	53,398	55,534
2	51,309	53,361	55,495	57,715
3	53,267	55,398	57,614	59,919
4	54,908	57,104	59,388	61,764
Class 6				
1	53,267	55,398	57,614	59,919
2	54,908	57,104	59,388	61,764
3	57,042	59,324	61,697	64,165
4	58,778	61,129	63,574	66,117
Class 7				
1	57,042	59,324	61,697	64,165
2	58,778	61,129	63,574	66,117
3	60,556	62,978	65,497	68,117
4	63,026	65,547	68,169	70,896
Class 8				
1	60,556	62,978	65,497	68,117
2	63,026	65,547	68,169	70,896
3	65,001	67,601	70,305	73,117
4	68,317	71,050	73,892	76,848
Class 9				
1	65,001	67,601	70,305	73,117
2	68,317	71,050	73,892	76,848
3	70,283	73,094	76,018	79,059

4	72,412	75,308	78,320	81,453
Class 10				
1	70,283	73,094	76,018	79,059
2	72,412	75,308	78,320	81,453
3	75,299	78,311	81,443	84,701
4	77,507	80,607	83,831	87,184
Class 11				
1	75,299	78,311	81,443	84,701
2	77,507	80,607	83,831	87,184
3	79,827	83,020	86,341	89,795
4	82,986	86,305	89,757	93,347
Class 12				
1	79,827	83,020	86,341	89,795
2	82,986	86,305	89,757	93,347
3	85,768	89,199	92,767	96,478
4	87,610	91,114	94,759	98,549
Class 13				
1	85,768	89,199	92,767	96,478
2	87,610	91,114	94,759	98,549
3	90,516	94,137	97,902	101,818
4	91,869	95,544	99,366	103,341
Class 14				
1	90,516	94,137	97,902	101,818
2	91,869	95,544	99,366	103,341
3	96,125	99,970	103,969	108,128
4	100,383	104,398	108,574	112,917
Class 15				
1	96,125	99,970	103,969	108,128
2	100,383	104,398	108,574	112,917
3	104,639	108,825	113,178	117,705
4	108,893	113,249	117,779	122,490
Other Rates and Allowances	1.7.03	1.7.04	1.7.05	1.7.06
	Per week	Per week	Per week	Per week
Brief Description	\$	+4%	+4%	+4%
Inconvenience and 6 incoming calls	171.00	177.80	184.90	192.30
For each call above 6 with no limit on the number of calls	14.80	15.40	16.00	16.60
Extra for public holiday falling on a weekday	29.70	30.90	32.10	33.40
Late call allowance for each call (between midnight and 0500 hours)	7.50	7.80	8.10	8.40
Total per call	22.30	23.20	24.10	25.10
Out of hours disturbance	29.70	30.90	32.10	33.40

R. W. HARRISON *D.P.*

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(1325)

SERIAL C4315**SYDNEY CRICKET AND SPORTS GROUND TRUST
(MAINTENANCE STAFF) ENTERPRISE AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Sydney Cricket and Sports Ground Trust.

(No. IRC 6706 of 2005)

Before Commissioner McKenna

16 January 2006

AWARD**PART A****1. Title**

This enterprise award shall be known as the Sydney Cricket and Sports Ground Trust (Maintenance Staff) Enterprise Award 2005.

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Parties
4.	Definitions
5.	Intent of the Award
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PART B**MONETARY RATES**

Table 1 - Rates of Pay

3. Parties

- 3.1 The parties to this enterprise award are:
- 3.1.1 The Sydney Cricket and Sports Ground Trust; and
 - 3.1.2 the following industrial organisations of employees that represent persons employed, or intending to be employed, in this enterprise:
 - 3.1.2.1 The New South Wales Plumbers and Gasfitters Employees' Union;
 - 3.1.2.2 The Construction, Forestry, Mining and Energy Union (New South Wales Branch);
and
 - 3.1.2.3 The Electrical Trades Union of Australia, New South Wales Branch.

4. Definitions

- 4.1 "Enterprise Award" means this enterprise award.
- 4.2 "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.
- 4.3 "Enterprise" means the Sydney Cricket and Sports Ground Trust.
- 4.4 "Union(s)" means:
- 4.4.1 The New South Wales Plumbers and Gasfitters Employees' Union
 - 4.4.2 Construction, Forestry, Mining and Energy Union (New South Wales Branch)
 - 4.4.3 Electrical Trades Union of Australia, New South Wales Branch

5. Intent of the Award

- 5.1 This award has been negotiated to provide the vehicle by which the repair and maintenance operations of the Trust can be established in an efficient, flexible and productive manner.
- 5.2 The Trust, the unions and the employees each recognise that the work methods which were used in the past may not be consistent with the current needs of the enterprise. It is, therefore, important that change be introduced in a consultative, constructive and managed way in order to secure the future viability of the enterprise and hence the long-term job security of the employees, together with fair and equitable working conditions.
- 5.3 The parties therefore commit to co-operate in their collective efforts to achieve significant, lasting improvements in productivity, efficiency and flexibility, together with fair and equitable working conditions.
- 5.4 The parties anticipate that the award shall:
- 5.4.1 increase job satisfaction and security;

- 5.4.2 increase the skill levels of all members of the workforce with the implementation of the training program, tailored to meet the requirements of the work program;
 - 5.4.3 increase Trust efficiency and profitability;
 - 5.4.4 establish a management system that generates informed and democratic input from employees on all work-related issues;
 - 5.4.5 ensure the development of a decisive, committed and responsive Trust decision-making structure that resources and supports the contributions of employees to workplace reform;
 - 5.4.6 achieve change and progress through a process of communications, agreements and team work;
 - 5.4.7 improve the competitive position of the Trust in the market;
 - 5.4.8 protect and enhance the quality of the environment;
 - 5.4.9 realistically ensure and promote equality of employment and shall preclude discrimination on the basis of sex, marital status, ethnic background, religious or political beliefs.
- 5.5 The purpose of this enterprise award is to partially regulate the terms and conditions of employment of staff employed at the Sydney Cricket and Sports Ground Trust who are engaged in the trades which are covered by the following parent awards:
- 5.5.1 Plumbers and Gasfitters (State) Award
 - 5.5.2 Electricians, &c. (State) Award
 - 5.5.3 Building Employees (Mixed Industries) (State)
 - 5.5.4 General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award
- 5.6 This enterprise award is to be read in conjunction with the relevant awards contained in subclause 5.5 of this clause.

6. Commitment to Improving Productivity, Efficiency and Flexibility

- 6.1 The parties to this award are committed to continually develop flexibility over the functions performed by Trust maintenance staff. The flexibility should be consistent with agreed productivity objectives and the removal of artificial demarcation work barriers by agreement, subject to competence and training.
- 6.2 The commitment extends to individual employees performing tasks which, while primarily involving the skills of the employee's classification, are incidental or peripheral to the primary task and enables the completion of the whole task. Such incidental or peripheral tasks would be carried out giving due consideration to it being safe, legal, sensible and within the employee's competence.
- 6.3 Employees shall be required to perform all duties required by the employer within their skill and competence. This clause is designed to ensure the elimination of demarcation barriers preventing an employee from performing the whole job.
- 6.4 In light of the commitment to productivity, efficiency and flexibility, employees agree to perform other works, such as preventative maintenance within the employees own trade area, on event days.
- 6.5 During the term of this award, the parties agree to confer on other productivity improvements.

7. Measures to Achieve Gains in Productivity, Efficiency and Flexibility

The parties commit to using their best endeavours to achieve the following:

- 7.1 Monthly preventative maintenance checks are to be completed within the scheduled months;
- 7.2 An agreed percentage of breakdown work orders are to be completed within the given period; and
- 7.3 All pre-event inspections are to be completed by midday, the business day before the event, and event day maintenance requests are to be completed within the agreed time.

8. Hours of Work

- 8.1 The current afternoon "smoko" will be taken at the end of the ordinary working hours each day.

9. Rostered Days Off

- 9.1 The parties acknowledge and agree that in lieu of the provisions for the taking of rostered days off provided for in the parent awards, the following provisions shall apply:
 - 9.1.1 employees shall be entitled to accrue one rostered day off in the nominated work cycle;
 - 9.1.2 where circumstances prevent the taking of rostered days off within the nominated work cycle in accordance with 8.1.1 above, employees may not accumulate more than a maximum of 5 rostered days off at any one time;
 - 9.1.3 the rostered day off shall be taken at a time mutually agreed to between the employer and the employee; and
 - 9.1.4 employee who is required to work on their rostered day off shall be entitled to take an alternative day off agreed between the employer and the employee.

10. Annual Leave

- 10.1 Subject to the *Annual Holidays Act 1944*, annual leave accrues at 4 weeks per year, with such leave to be taken within six months of the leave becoming an entitlement. The Trust sees annual leave as being important to the health and well being of the employees and their families and therefore encourages employees to take their annual leave each year.
- 10.2 Where circumstances prevent the taking of annual leave within that period, employees may not accrue beyond a maximum of 10 weeks at any one time. Unless by agreement, applications for annual leave must be made in writing on the approved form not less than one calendar month prior to the starting date.
- 10.3 Any employee who, has in excess of 10 weeks annual leave will, on the giving of one calendar months notice by management take such annual leave that is an entitlement as is necessary to ensure the maximum accumulation of 10 weeks is maintained.

11. Sick Leave

- 11.1 Where an employee is absent for more than one consecutive day, or more than five days in an anniversary year, the employee may be required to provide the Trust with a doctor's certificate, stating the nature of the illness and the expected duration of the absence
- 11.2 In the first year of employment with the Trust maintenance employee shall be entitled to 2.5 days sick leave every three months.
- 11.3 Employees are committed to reducing the amount of sick leave.

12. Induction/Training

- 12.1 All new employees of the Trust will attend an induction course. The purpose of the induction is to ensure each new employee is familiar with the Trust's operations, methods of work and to ensure that

they are clearly instructed in and fully understand the Trust's expectations of them in regard to safety, quality, work performance, flexibility and attitude.

12.2 The induction shall include information of the following:

scope, purpose and general briefing on the contract;

familiarisation with, and adherence to, the terms of employment contained within the agreement governing each employee's contract of employment;

adherence to legislative, site and employer safety standards and requirements;

co-operative objectives regarding goals that the Trust has while carrying out the contract;

specific reference to the application of the Avoidance of Disputes -grievance procedure and continuous operations clauses;

outline of House Rules, including disciplinary procedures;

industrial organisations represented on site.

13. Wage Rates

13.1 The rates of pay for employees covered by this award are set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.

13.2 Employees covered by this award shall be paid the rates of pay as set out in Column One of Table 1 of Part B from the first full pay period on or after 9 October 2005.

13.3 Employees covered by this award shall be paid the rates of pay as set out in Column Two of Table 1 of Part B from the first full pay period on or after 9 June 2006.

13.4 Employees covered by this award shall be paid the rates of pay as set out in Column Three of Table 1 of Part B from the first pay period on or after 9 October 2006.

13.5 Employees covered by this award shall be paid the rates of pay as set out in Column Four of Table 1 of Part B from the first pay period on or after 9 June 2007.

13.6 Employees covered by this award shall be paid the rates of pay as set out in Column Five of Table 1 of Part B from the first pay period on or after 9 October 2007.

13.7 Employees covered by this award shall be paid the rates of pay as set out in Column Six of Table 1 of Part B from the first pay period on or after 9 June 2008.

14. No Extra Claims

14.1 The agreed rates of pay comprehend all working conditions to be encountered in the performance of work within each trade. No additional special rates or allowances shall be applicable other than those specified by this award, other than the sewer choke and height allowance provided for in the parent awards.

14.2 There shall be no further wage increases for the life of this award.

14.3 The parties to this enterprise award acknowledge that this agreement takes into consideration any increases which may occur in the relevant parent awards during the currency of this enterprise award.

15. Payment of Wages

15.1 Wages shall be paid fortnightly into the employee's account by means of electronic funds transfer.

- 15.2 Employees are required to nominate an appropriate account held with a bank, building society or credit union for the purpose of payment of wages.

16. Consultative Committee

16.1 Composition of Consultative Committee

- 16.1.1 A Consultative Committee shall continue to assist management in the implementation of initiatives consistent with the intent of the award.
- 16.1.2 The Consultative Committee shall consist of three representatives of the workforce, elected by the workforce, and two representatives of management, who shall meet as frequently as the Committee determines is necessary. It is intended that the members of the Committee would be from a broad cross-section of the workforce.
- 16.1.3 The Consultative Committee shall appoint a suitable person to keep minutes of meetings and to provide an agenda for each meeting.
- 16.1.4 In an effort to provide further input into the Committee from time to time, the Committee may invite other representatives to attend the Consultative Committee meetings.

16.2 Scope of Tasks of the Consultative Committee -

- 16.2.1 The tasks to be undertaken by the Consultative Committee shall be broad and shall be in the best interests of the quality and task execution for the enterprise, consistent with this award. The tasks to be undertaken shall include, but shall not necessarily be limited to, the following:

oversee the training programme content and evaluation criteria to suit the requirements of the Trust for the maintenance servicing of the Trust's assets;

facilitate the resolution of difficulties and problems which may arise;

contribute to the development of work rosters;

create feasible work methods to enhance productivity and efficiency;

develop concepts for productivity and efficiency improvements within the enterprise;

develop an open, participative and co-operative management approach;

promote team-based work methods;

assist with communication, participative and training programmes to bring about attitudinal and cultural change;

ensure propagation of experience, knowledge and skills at all levels.

17. Occupational Health and Safety

17.1 Scope

- 17.1.1 Consistent with the Trust's obligations under the relevant Occupational Health and Safety legislation, employees may be required to attend a duly qualified medical practitioner for examination at the Trust's expense prior to commencement of employment at the Trust.
- 17.1.2 The Trust shall comply with all the provisions of the Occupational Health and Safety legislation in New South Wales, which includes the provision of personal protective equipment for employees when utilising hazardous chemicals or working with noxious materials.

17.2 Occupational Health and Safety Committee

17.2.1 An Occupational Health and Safety Committee has been established pursuant to the relevant provisions of the *Occupational Health and Safety Act 2000*. This Committee shall endeavour to reach consensus on all aspects of the Trust's Occupational Health and Safety Policy. The Occupational Health and Safety Committee shall be separate and distinct from the Consultative Committee and shall not deal with matters of an industrial relations nature.

17.3 Employee Obligation

Employees are to comply with the Trust's Occupational Health and Safety Policy, comply with Safe Work Method Statements (SWMS) and ensure no injuries occur consistent with the *Occupational Health and Safety Act 2000*.

18. Contracting of Works

18.1 The Trust may require additional resources to meet the requirements of an increased workload. The company may therefore engage the services of contractors to assist in meeting its contractual obligations.

18.2 The level of work undertaken by contractors in accordance with this clause shall be monitored in conjunction with the Consultative Committee.

18.3 The Trust shall take all steps to insure full utilisation of all staff employed under awards, and shall not engage contract services that will impact on the availability of work to full-time employees.

19. Trust Uniform and Personal Identification

19.1 Trust Uniform

19.1.1 The Trust shall supply, free of charge to each employee, a uniform which shall be identified by the Trust logo. The uniform supplied shall be worn at all times whilst on duty.

19.1.2 Each employee shall be issued with a set of clothing, on commencement of duty or at a suitable time afterwards, consisting of one pair of appropriate safety footwear; two pairs of shorts; two pairs of long pants; four shirts; one jumper or sloppy joe; one winter jacket; one set of wet weather gear; and personal protective equipment.

Such clothing shall be replaced on a fair wear and tear basis.

19.1.3 Employee's must maintain a neat appearance at all times consistent with operational requirements.

19.2 Personal Identification

19.2.1 Due to the requirement to liaise with members of the public and visitors, all employees shall be issued with a personal identity card which shall include the employee's name and photograph.

19.2.2 This card must be produced while on duty if required and must be returned to the Trust should the employee cease to be employed by the Trust for any reason.

20. Tools

An employee shall apply due diligence towards the care of tools and equipment supplied by the Trust. An employee will, as soon as possible, report any lost or damaged tools on the appropriate report form. Periodic checks will be made by stores personnel of the tools and equipment issued.

21. Income Protection Insurance

A full-time and part-time employees to whom this award applies shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by the Union parties to this Award. It is a term of this Award that the employer will bear the costs of 1.27% (inclusive of GST) of gross weekly pay per week per member towards providing income protection insurance.

22. Commitment to Further Negotiations

- 22.1 The parties to this Award agree, during the first six month of this award to meet and discuss the suitability, and if agreed, the introduction of the following measures in the award:
- 22.1.1 Extending the spread of normal hours worked by maintenance staff;
 - 22.1.2 Changing start and finish times;
 - 22.1.3 The introduction of 10 hour shifts.
- 22.2 If negotiations fail to resolve the issues identified in Clause 21.1 during the first six months of the award, discussions will continue to occur until the matters are resolved.

23. Grievance and Dispute Procedures

- 23.1 The aim of this procedure is to ensure that during the life of this enterprise award, industrial grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level possible in the workplace. When a dispute or grievance arises, or is considered likely to occur, the following steps shall be followed:
- 23.1.1 The matter is discussed between the staff member(s) and the supervisor involved. If the matter is not resolved, then:
 - 23.1.2 the matter is discussed between the staff member(s), the union delegate or staff member(s) representative and the supervisor. If the matter remains unresolved, then:
 - 23.1.3 The matter is discussed between staff member(s), the union delegate or staff member's representative and the manager. If the matter remains unresolved, then:
 - 23.1.4 The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member(s) representative.
 - 23.1.5 The parties agree to exhaust the conciliation process before considering Step 22.1.2. It is agreed that the parties will not deliberately frustrate or delay these procedures.
- 23.2 The matter may be referred by either party to the Industrial Relations Commission of New South Wales to exercise its functions under the *Industrial Relations Act 1996*.
- 23.3 Each of the steps will be followed within a reasonable time frame, having regard to the nature of the grievance or dispute.
- 23.4 The parties agree that normal work will continue without disruption while these procedures are followed.

24. Relationship to Parent Awards

This enterprise award shall be read and interpreted in conjunction with the relevant parent awards provided for in clause 5, Intent of the Award provided that where there is any inconsistency between this enterprise award and the parent awards, this enterprise award shall prevail to the extent of the inconsistency.

25. Anti-Discrimination

- 25.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW), to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identify, age and responsibilities as a carer.
- 25.2 Accordingly, in fulfilling their obligations under the dispute resolution procedures, the parties must take all reasonable steps to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 25.3 Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 25.4 Nothing in this clause is to be taken to affect:
- 25.4.1 any conduct or act which is specially exempted from anti-discrimination legislation;
 - 25.4.2 offering or providing junior rates of pay to person under 21 years of age;
 - 25.4.3 any act or practice of body established to propagate religion which is exempted under section 56(d) of the *Anti Discrimination Act 1977* (NSW)
 - 25.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 25.5 This clause does not create legal rights or obligations in addition to those imposed upon by 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"

26. Area, Incidence and Duration

- 26.1 This enterprise award shall apply to all maintenance staff employed by the Sydney Cricket and Sports Ground Trust at the Moore Park site, previously regulated by the parent awards contained in clause 5, Intent of the Award.
- 26.2 This enterprise award rescinds and replaces the Sydney Cricket and Sports Ground Trust (Maintenance Staff) Award 2003 published 18 March 2005 (349 I.G. 511).
- 26.3 This enterprise award shall operate on from the first full pay period on or after 9 October 2005 until 9 October 2008.

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

Classification	Current Rate of Pay \$	Column One \$	Column Two \$	Column Three \$	Column Four \$	Column Five \$	Column Six \$
Carpenter Leading Hand	22.5830	23.0347	23.7122	24.1638	24.8413	25.2930	25.9705
Carpenter	21.5467	21.9776	22.6240	23.0550	23.7014	24.323	24.7787
Electrician Leading Hand	24.8919	25.3897	26.1365	26.6343	27.3811	27.8789	28.6257
Electrician	23.5657	24.0370	24.7440	25.2153	25.9223	26.3936	27.1006
Electrician Apprentice 1st Year	8.3065	8.4726	8.7218	8.8880	9.1372	9.3033	9.5525
Electrician Apprentice 2nd Year	10.8397	11.0565	11.3817	11.5985	11.9237	12.1405	12.4657
Electrician Apprentice 3rd Year	15.5599	15.8711	16.3379	16.6491	17.1159	17.4271	17.8939
Electrician Apprentice 4th Year	17.8134	18.1697	18.7041	19.0603	19.5947	19.9510	20.4854
Plumber Leading Hand	24.9877	25.4875	26.2371	26.7368	27.4865	27.9862	28.7359
Plumber	24.1826	24.6663	25.3917	25.8754	26.6009	27.0845	27.8100
Plumber Journeyman	22.9506	23.4096	24.0981	24.5571	25.2457	25.7047	26.3932
Painter Leading Hand	22.6151	23.0674	23.7459	24.1982	24.8766	25.3289	26.0074
Painter	21.3777	21.8053	22.4466	22.8741	23.5155	23.9430	24.5844
Painter Apprentice 1st Year	7.8195	7.9759	8.2105	8.3669	8.6015	8.7578	8.9924
Painter Apprentice 2nd Year	11.1019	11.3239	11.6570	11.8790	12.2121	12.4341	12.7672
Painter Apprentice 3rd Year	14.4453	14.7342	15.1676	15.4565	15.8898	16.1787	16.6121
Painter Apprentice 4th Year	16.1996	16.5236	17.0096	17.3336	17.8196	18.1436	18.6295
Labourer Grade 2	18.9168	19.2951	19.8626	20.2410	20.8085	21.1868	21.7543
Labourer Grade 3	20.2015	20.6055	21.2116	21.6156	22.2217	22.6257	23.2317

D. S. McKENNA, Commissioner.

Printed by the authority of the Industrial Registrar.

AWU-AMR ENTERPRISE AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1395 of 2006)

Before Mr Deputy President Grayson

16 March 2006

AWARD**Arrangement****PART A**

Clause No.	Subject Matter
1.	Title
2.	Purpose
3.	Commencement and Term of Award
4.	Hours of Duty
5.	Shift Allowance
6.	Overtime
7.	Meal Allowance
8.	Wages and Classifications
9.	Training and Multi-skilling
10.	Joint Consultative Committee
11.	Contract of Employment
12.	Disputes
13.	Disciplinary Action
14.	Holidays
15.	Annual Leave and Loading
16.	Long Service Leave
17.	Sick Leave
17a.	State Personal/ Carer's Leave Case - August 1996
18.	Bereavement Leave
19.	Jury Service
20.	Payment of Wages
21.	Briefing Sessions
22.	Clothing
23.	Requirement to Work in Accordance with the Needs of the Enterprise
24.	Recall to Work
25.	Superannuation
26.	Union Meetings
27.	Redundancy
28.	Essential Service
29.	No Extra Claims

PART B

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances.

PART A

1. Title

This award shall be known as the AWU - AMR Enterprise Award 2006.

2. Purpose

The purpose of this award is to regulate the conditions of employment and to describe the enterprise agreements which will exist between Australian Metal Recovery Pty Ltd ("the employer") and the AWU, New South Wales Division ("the union") at its area of operation located within No. 21 Processing Area, Springhill Road Port Kembla.

This award shall apply to employees of Australian Metal Recovery Pty Ltd in the classifications contained herein.

It will be the objective of the parties to create a work environment at the Australian Metal Recovery plant which will encourage and support a highly skilled and committed workforce, where team work and employee development are priorities in achieving the plant's business objectives.

3. Commencement and Term of the Award

This award shall come into force from the beginning of the first pay period commencing on or after 1 March 2006 and shall apply thereafter until 30 June 2009.

This Award shall rescind and replace the terms and conditions of employment regulated by the AWU-AMR Enterprise Award 2004, published 19 August 2005 (353 I.G. 214).

4. Hours of Duty

- i) Ordinary working hours shall be an average of 38 hours per week over the full cycle of the relevant work roster.
- ii) Shift arrangements for all employees will be subject to the rosters set out in subclause (v) of this clause.
- iii) Shifts shall be of no longer duration than eight hours. Any time worked beyond this specified basis shall be at the rates defined in Clause 6 - Overtime.
- iv) Shift workers shall be paid, in addition to the rates payable under this award, shift work allowance in accordance with Clause 5 - Shift Allowance.
- v) Australian Metal Recovery is a 24 hour a day operation with an undertaking that night shift (10pm - 6am Sunday to Friday) will be manned by volunteers.

There will also be an undertaking by the employees that night shift shall be fully manned by operators who possess the necessary skills during periods of annual leave and / or maintenance training.

Should the employees fail to provide full manning as agreed above, the company shall direct employees with the necessary skills to work such night shifts.

All employees shall be provided with a minimum forty eight hours notice if required to work on a shift other than that ordinarily rostered for, unless a shorter period is mutually agreed. If the required notice period has not been given, all shifts worked within the required notice period shall be paid at overtime rates in accordance with Clause 6, Overtime.

Shift arrangements for all employees will be subject to the following rosters:

a) Day and afternoon shift rotation:

Week One	6:00am to 2:00pm	Monday to Friday inclusive
Week Two	2:00pm to 10:00pm	Monday to Friday inclusive
Week Three	6:00am to 2:00pm	Monday to Friday inclusive
Week Four	2:00pm to 10:00pm	Monday to Friday inclusive

b) Maintenance:

Week One	6:00am to 2:00pm	Monday to Friday inclusive
Week Two	6:00am to 2:00pm	Monday to Friday inclusive
Week Three	6:00am to 2:00pm	Monday to Friday inclusive
Week Four	6:00am to 2:00pm	Monday to Friday inclusive

Maintenance training will be for a period of three months per year of service with the understanding that some non-trades qualified operators may need to spend additional time the first time to gain the full benefit of training.

c) Night Shift:

Week One	10:00pm to 6:00am	Sunday to Friday inclusive
Week Two	10:00pm to 6:00am	Sunday to Friday inclusive
Week Three	10:00pm to 6:00am	Sunday to Friday inclusive
Week Four	10:00pm to 6:00am	Sunday to Friday inclusive

- vi) Employees shall accrue 0.4 of one hour for each shift worked to allow one day to be taken off as a paid leisure day for each twenty day cycle worked.
- vii) Due to the commitment of a continuous five day operation leisure days will be taken at mutually agreed dates.
- viii) However, due to business needs, agreed hours may need to be varied and this will occur after mutual agreement between the Manager and the team operators.

5. Shift Allowances

- i) Shift workers shall be paid, in addition to the rates payable under this award, a shift work allowance determined at the rate of as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary rates.
- ii) The first stage is applicable from the first full pay period commencing on or after 1 July 2006.
The second stage is applicable from the first full pay period commencing on or after 1 July 2007.
The third stage is applicable from the first full pay period commencing on or after 1 July 2008.

6. Overtime

- i) For all time worked in excess of or outside the ordinary working hours and time prescribed by this award shall be paid at a rate of double time for all hours worked.
- ii) Employees for all overtime worked on Saturday and Sunday, shall be paid at the rate of double time.
- iii) Employees for work performed on nominated public holidays and the Picnic Day shall be paid at the rate of double time and one half.

- iv) Cancellation of overtime in other than breakdown situations is to attract the following:
- a) Less than eight hours notice of cancellation when employee at work to be paid four hours at appropriate rate plus a meal allowance.
 - b) Less than 16 hours on weekend overtime shifts employee to be paid four hours at appropriate rates. If the notification of weekend overtime cancellation is less than eight hours a meal allowance will also be paid.

7. Meal Allowance

Employees required to work overtime for more than two hours after the ordinary cessation of shifts without having been notified on the previous day of the requirement to work shall be provided with a meal by the employer or paid as set out in Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

8. Wages and Classification

- i) The ordinary weekly rate which shall be paid to an employee, including the basic wage of \$121.40, shall be as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.
- ii) First stage is applicable from the first full pay period commencing on or after 1 July 2006.
Second stage is applicable from the first full pay period commencing on or after 1 July 2007.
Third stage is applicable from the first full pay period commencing on or after 1 January 2008.
Fourth stage is applicable from the first full pay period commencing on or after 1 July 2008.
- iii) For the purpose of this award:
 - a Level One operator shall mean a new employee undergoing the company's skills training;
 - a Level Two operator shall mean a person employed as a meltman, chemical plant operator, materials handling, crane operator, fork lift operator, loading shovel and repairs and maintenance;
 - a Level Three operator shall mean an employee appointed as a relief Team Leader;
 - a Level Four operator shall mean an employee appointed as a Team Leader.

9. Training and Multi-Skilling Provisions

- i) The employer will provide opportunities and training for employees to attain the various skills required to carry out the employer's operations.
- ii) Attendance at approved courses shall be paid on the basis of eight hour ordinary time. All out of pocket expenses shall be provided by the employer.

10. Joint Consultative Committee

- i) A Joint Consultative Committee shall be established and the membership shall be determined by agreement between the employees and the manager.
- ii) The Joint Consultative Committee shall facilitate and recommend multi-skilling and training programs and assess the achievement of skills for individual employees.

11. Contract of Employment

- i) Employment shall be on a weekly basis.

- ii) Employment of new employees shall be for a probationary period of eight weeks service. Should it be decided that the performance is unsatisfactory, then following discussions with a representative of the union, the employment of the probationary employee may be terminated immediately on completion of the eight week trial.
- iii) Employees shall perform work as the company shall from time to time reasonably require, providing that the employee is suitably trained.
- iv) From time to time the employer may need to employ casual labour by agreement of both parties and they shall be paid the award rate of a Level One operator (as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates) plus a loading of 20% in lieu of annual leave, long service leave and sick leave entitlements.

12. Disputes

- i) The dispute procedure outlines shall apply to:
 - a) individual disputes; and
 - b) disputes between the employer and employees.
- ii) To enable claims, issues and disputes to be progressed as work proceeds the following shall apply:
 - a) The employee, employees or delegates 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, employees or delegates of the union by the end of the shift. If a reply cannot be given by the end of the shift, a progress report shall be provided.
 - b) Failing agreement, the employee, employees or delegates of the union shall place the claim, issue or dispute before the employer's management. The claim, issue or dispute and all relevant circumstances relating to it shall then be fully reviewed by the management of the employer and by the union and all reasonable steps shall be taken in an endeavour to resolve the matter within forty eight hours.
 - c) Failing agreement, the claim, issue or dispute may be referred to the Industrial Relations Commission of New South Wales.
 - d) Whilst the above procedure is being followed, work will proceed normally.
- iii) The above procedures do not apply to claims, issues or disputes relating to genuine safety matters. In such matters, the employer will undertake immediate discussions and investigations with the employee, employees, or delegate or official of the union.

13. Disciplinary Action

- i) Should a representative of the employer consider that an action of an employee requires a disciplinary action the following procedure shall apply:

Stage One - The matter shall be discussed between the representative of the employer and the employee in the presence of the union delegate. If the occasion warrants action then an official warning shall be given to the employee.

Stage Two - If subsequent actions by the employee requiring disciplinary action become evident the matter will be discussed between the representative of the employer and the employee in the presence of the union delegate. If the occasion warrants action an official letter of warning shall be issued to the employee.

Stage Three - Should further breaches or actions be evident, discussion shall be held between the representative of the employer, the employee, the union official and delegate and a decision shall be made as to whether the employee shall be stood down or dismissed. After a period not exceeding six months the conduct of the employee will be reviewed and if there has been satisfactory improvement then an employee previously placed on stage one, two and three will be moved back to the previous level.

- ii) The above procedure shall not apply should action by the employee be serious misconduct including the following:

action considered to be a deliberate act of sabotage and/or wilful and blatant action dangerous to personnel and/or equipment.

action considered to be a breach of the employee's contract of employment (Clause 11.), such as refusal of duty (Clause 11. Part iii) (abandonment of the job leaving work unfinished without prior approval).

the theft and/ or the aiding and abetting the theft of company property.

In such circumstances and following discussions with an official of the union the employee may be immediately dismissed.

14. Holidays

- i) The following days or the days upon which they are observed shall for the purposes of this award be the nominated public holidays and no deduction shall be made from the wages of employees for such holidays if not worked:

New Year's Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
Anzac Day
Queen's Birthday
Labour Day
Christmas Day
Boxing Day.

- ii) A Picnic Day shall be provided for and shall be taken by agreement.

15. Annual Leave and Loading

- i) Annual leave shall be provided in accordance with the Annual Holidays Act, 1944.
- ii) In addition to the ordinary weekly rate of pay for the period of annual leave, a loading of twenty percent shall be paid.

16. Long Service Leave

- i) The provisions of the Long Service Leave Act 1955 shall apply, subject to the following:
- a) With effect from the beginning of the first pay period on or after 1 July 2002, long service leave shall accrue at the rate of 13 weeks leave for each 10 years of continuous service.
- b) This rate of accrual is not retrospective and applies only to leave accruing after the commencement of the new rate of accrual as specified in subclause 16(i).

- ii) The Long Service Leave Act provides:
 - a) An employee who has completed with the company at least 5 years of continuous service but less than 10 years of continuous service and whose services are terminated

by the company for any reason other than the employee's serious and wilful misconduct, or
by the employee on account of illness, incapacity or domestic or other pressing necessity, or

by reason of the death of the employee,

will be paid out their accrued long service leave entitlement.
 - b) An employee who has completed with the company at least 10 years of continuous service and whose services are terminated or cease for any reason will be paid out their accrued long service leave entitlement.

17. Sick Leave

- i) Paid Leave of absence shall be provided to cover personal illness and/or injury. Each employee is entitled to no fewer than five days sick leave which can not be accumulated in accordance with this clause.
- ii) Each individual case will be reviewed by a representative of management and reviewed on its own merits. When necessary, the approval and length of paid sick leave will be determined after consultation with the Team Operator and the Port Kembla Branch Secretary of the union.
- iii) The employee is to notify the employer of the inability to attend for duty, the nature of the illness and/or incapacity and the estimated duration of the absence before the commencement of the absence where practicable but within eight hours of the commencement of the absence.
- iv) Breaches of notification, failure to provide necessary medical evidence and unusual or excessive taking of sick leave determined by management shall be discussed between the representative of the employer, the employee and official of the union and the appropriate action determined.
- v) A committee comprising of operators, the union and management shall review and formulate sick leave policy during the first 12 months of this award.
- vi) Carers leave will be provided up to a maximum of three days per year of continuous service which can not be accumulated. This leave will be granted on presentation of medical evidence of this illness.

17a. State Personal/Carer's Leave Case - August 1996

- (1) Use of Sick Leave-
 - a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 17, 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.
 - b) The employee shall, if required, establish by production of a medical certificate, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and

- (ii) the person concerned being:
 - a) a spouse of the employee; or
 - b) a de-facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person or;
 - c) a child of 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 a 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 member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.
- (3) Annual Leave -
- (a) An employee may elect, with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single-day periods, or part thereof, in any calendar year at the 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 leave five consecutive annual leave days are taken.
- (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.

An employee and employer may agree to defer payment of the annual leave

18. Bereavement Leave

Bereavement leave will be provided. The amount of leave required will be determined by the representative of the employer and the employee.

19. Jury Service

An employee required for jury service during working hours shall be reimbursed by the employer an amount equal to the difference between the jury duty allowance and the amount of ordinary hours wages the employee would have received during that period.

20. Payment of Wages

- i) All wages shall be paid not later than Thursday of each week.
- ii) Payment shall be by way of electronic bank transfer. Funds will be credited to the employee's nominated bank account on normal pay days.

21. Briefing Sessions

Quarterly briefing sessions are to be held to facilitate management/ operator communications and shall include discussions on general site performance, training and company performance.

22. Clothing

- i) On commencement of employment, then each twelve months each employee shall be provided with:
 - a) Two pairs of safety boots;
 - b) Three shirts;
 - c) Three pairs of trousers; and
 - d) Five pairs of work socks

Further to this, on presentation of the damaged clothing and/or boots the company will supply replacements within each twelve months providing that employees wear the correct footwear in the designated wet and dry areas.

- ii) Should an employee leave or be dismissed within three months of commencing employment then the cost of the value of the clothing issue shall be deducted from the final wage payment.

23. Requirement to Work in Accordance With the Needs of the Enterprise

For the purpose of meeting the needs of the enterprise, the employer may require any employee to work a reasonable amount of overtime, including work on Sundays and holidays at the rate prescribed by this award and unless reasonable excuse exists, the employee shall work in accordance with such requirements.

24. Recall to Work

- i) An employee recalled from home to work overtime shall be paid for a minimum of four (4) hours work.
- ii) The minimum recall payment shall not apply if the work is cancelled and a minimum of two (2) hours notice of cancellation is provided.

25. Superannuation

- i) The employer will contribute to occupational superannuation in accordance with the requirements of the superannuation guarantee scheme. Currently, the employer must contribute 9% of each employee's ordinary time earnings to a complying superannuation fund for this purpose.
- ii) ESSA is an abbreviation of an effective salary sacrifice arrangement. In this agreement, the abbreviation ESSA is used to describe a situation where an employee gives up an entitlement to salary or wages before he or she has earned the entitlement to receive that amount or, in other words, before the work is done in respect of which salary or wages are sacrificed.
- iii) Each employee may make an ESSA for the purposes of contributing to superannuation.
- iv) The employer will not permit an employee to make a salary sacrifice arrangement in relation to superannuation unless it is an ESSA.
- v) If an employee contributes to his or her superannuation fund at least 1% of his or her ordinary time earnings by an ESSA, the employer will contribute to that employee's superannuation fund an amount equal to 1% of his or her ordinary time earnings, in addition to the amount which the employer must contribute under the superannuation guarantee scheme referred to in (i).

26. Union Meetings

Employees will be paid up to six hours per year of service at appropriate rates to attend union meetings providing that;

an official of the union is present whenever practicable,

the meetings do not interfere with production,

normal dispute settling procedures (Clause 12. - Disputes) are adhered to.

27. Redundancy

a) Discussion Before Terminations.

- i) This clause shall apply to any collective dismissals by way of retrenchment whether made at the same time or over a period of time and where the dismissals relate to circumstances affecting the employers enterprise and not to the conduct of employee/s.

AMR shall hold discussions with the employees affected and their union.

- ii) The discussions shall take place as soon as practicable after AMR has made a definite decision consistent with paragraph a) i) hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- iii) For the purpose of the discussion AMR shall, as soon as practicable provide in writing to the employees concerned and their union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number of workers normally employed and the period over which the terminations are likely to be carried out.

b) Severance Pay

- i) In addition to the period of notice prescribed for ordinary termination an employee, other than a casual, whose employment is terminated for reasons set out in paragraph a) i) hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Years Service	Plant Shut down Redundancy Pay
0-1	0 Weeks
1-2	4 Weeks
2-3	7 Weeks
3-4	10 Weeks
4-5	12 Weeks
5-6	14 Weeks
6-7	16 Weeks
7-8	19 Weeks
8-9	22 Weeks
9-10	25 Weeks
10-11	27 Weeks
11-12	29 Weeks
12-13	31 Weeks
13-14	33 Weeks
14-15	35 Weeks
	Capped at 35 Weeks

- ii) In addition to b) i) hereof each redundant employee will be entitled to four weeks notice or payment in lieu of notice.

c) Employment Leaving During Notice

An employee whose employment is terminated for reasons set out in paragraph a) i) hereof may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with AMR until the expiry of such

notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

d) Alternative Employment

Where possible and practicable AMR will endeavour to assist redundant employees to obtain alternative employment.

e) Time Off During Notice Period

Where AMR has given notice of termination to a weekly employee, the employee shall be allowed up to eight hours 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.

f) Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outline in paragraph a) i) hereof, AMR shall notify in writing to Centrelink hereof 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.

g) Employees with Less Than One Year's Service

This clause shall not apply to employees with less than one year's continuous service and the general obligation on AMR should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of alternative employment

h) Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency, or neglect of duty or after unsuccessful behavior improvement procedures, or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

i) Where a decision has been made to terminate employees in the circumstances outlined in paragraph a) i) hereof AMR shall first offer and allow voluntary redundancies, to be accepted at management's discretion and will be governed by the needs of the enterprise.

Yrs Service	Voluntary Redundancy Pay
0-1	0 Weeks
1-2	4 Weeks
2-3	7 Weeks
3-4	10 Weeks
4-5	13 Weeks
5-6	16 Weeks
6-7	19 Weeks
7-8	22 Weeks
8-9	25 Weeks
9-10	28 Weeks
10-11	31 Weeks
11-12	34 Weeks
12-13	37 Weeks
13-14	40 Weeks
14-15	43 Weeks
	Capped at 43 Weeks

j)

- i) In cases where an operator wishes to leave the company because of medical conditions (excluding conditions subject to workers compensation claims), which both parties agree precludes him or her from carrying out their normal duties, we agree to pay all entitlements in paragraph b) i) hereof and severance pay of 2.5 weeks per full year of continuous service up to a maximum of 26 weeks.
- ii) In any case it is agreed that the union will be advised prior to any such agreement being reached or finalised.

28. Essential Service

In the event that there is a stoppage of work by AMR employees which may affect the supply of tin anodes, the pick up and handling of Sinter Plant Dusts, and the Hot Strip Mill and Slab Caster Mill Scales, the union and its members will agree to supply six operators at a mutually agreed time to ensure the maintenance of supply to the BHP Packaging Product Tinning Lines, to service the Sinter Plant Dusts, and the Hot Strip Mill, the Plate Mill and Caster Mill Scale pits so as not to cause any delays to BSL's operations.

29. No Extra Claims

The union undertakes not to pursue any extra claims, award or over-award including State Wage Case Decision increases during the period of operation of this Award.

Not to be used as a precedent

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

PART B

Table 1 - Rates of Pay

Classification	Base Rate	Stage One + 4.0%	Stage Two + 2.0%	Stage Three + 2.0%	Stage Four To be negotiated after January 2008
First full pay period on or after		1 July 2006	1 July 2007	1 January 2008	1 July 2008
	\$	\$	\$	\$	\$
Level One	816.17	848.82	865.80	883.12	
Level Two	978.25	1,017.38	1,037.73	1,058.48	
Level Three	1,007.52	1,047.82	1,068.78	1,090.16	
Level Four	1,036.81	1,078.28	1,099.85	1,121.85	

Table 2 - Other Rates and Allowances

	Amount	Amount	Amount	Amount
Shift Work Allowance - for day, afternoon and maintenance	\$ 53.39	\$ 55.53	\$ 56.64	\$ 57.77
Shift Work Allowance-night shift only	Set at 25% of operators classification and rate of pay			
Meal Allowance for each meal	13.00	13.00	13.80	14.10

J. P. GRAYSOND.P.

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SERIAL C4287

AMBULANCE SERVICE OF NEW SOUTH WALES SUPERINTENDENT/OPERATIONAL MANAGERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Service Union, industrial organisation of employees

(No. IRC 6394 of 2005)

Before The Honourable Justice Boland

16 December 2005

AWARD

1. Title

This Award shall be known as the Ambulance Service of New South Wales Superintendent/Operational Managers (State) Award ("the Award").

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Objects
4.	Definitions
5.	Employees' Duties
6.	Work Arrangements
7.	Salaries
8.	Roster Leave
9.	Vacancies & Promotion
10.	Appointment of Officers
11.	Termination of Employment
12.	Relieving Other Members of Staff
13.	Flexible Work Practices
14.	Annual Leave
15.	Annual Leave Loading
16.	Public Holidays
17.	Personal/Carer's, Family and Community Service Leave
18.	Maternity, Adoption and Parental Leave
19.	Study Leave
20.	Trade Union Leave
21.	Long Service Leave
22.	Sick Leave
23.	Climatic and Isolation Allowance
24.	Child Care
25.	Uniforms
26.	Accommodation
27.	Benefits Not To Be Withdrawn
28.	Payment and Particulars Of Wages
29.	Issues Resolution
30.	No Extra Claims
31.	Union Subscriptions
32.	Anti-Discrimination
33.	Redundancy-Managing Displaced Employees

- 34. Reasonable Hours
- 35. Salary Sacrifice to Superannuation
- 36. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Classification Structure

Table 2 - Allowances

Schedules

Schedule 'A' - Personal Carer's Leave, Family and
Community Services Leave (Policy Directive
2005_431)

Schedule 'B' - Study Leave (Instructional Circular 96/4)

Schedule 'C' - Paid Trade Union Leave (Policy Directive
2005_428)

Schedule 'D' - Managing Displaced Employees (Policy
Directive 2005_517)

3. Objects

- (a) The parties seek to achieve excellence in the provision of ambulance services for New South Wales through an efficient and effective pre-hospital emergency care and health related transport system.
- (b) Over the past few years there have been many changes to traditional working arrangements and traditional job classifications. Many of the changes have lead to modified and improved work practices which have enabled the Service to become an even more efficient and effective Ambulance Service for the people of New South Wales.
- (c) This Award is designed to improve such work practices by implementing changes to work arrangements and classifications.
- (d) In recognising the need for change this Award will ensure the ongoing viability and improvement in the delivery of pre-hospital care and health related transport and in doing so will greatly increase employee satisfaction through a greater range, scope and flexibility of work.
- (e) The parties are committed to achieving healthier and safer jobs via work place changes and agree that this can be achieved in tandem with improved efficiency and productivity. The parties intend that this will be accomplished by establishing a comprehensive and cooperative approach to the management of occupational health and safety issues which aims to:
 - (i) Control Hazards at their source;
 - (ii) Reduce the incidence and cost of occupational injury and illness;
 - (iii) Review work and management practices affecting the interrelationship between efficiency, productivity and health and safety; and
 - (iv) Provide a rehabilitation system for staff affected by work related injury or work related illness.
 - (v) The parties shall discuss procedures to be adopted where uniforms are contaminated in the course of employment in line with Occupational Health and Safety guidelines.

4. Definitions

"Corporation" means the Health Administration Corporation.

"The Service" means the Ambulance Service of New South Wales.

"Union" means the Health Services Union.

"Officer/Superintendent/Operational Manager" means an employee of the Service who is employed pursuant to this Award.

"State Superintendent" means the position that is the most senior uniformed position in the Ambulance Service which all operational officers and other employees located in the operations unit ultimately report through.

Remuneration for this position is that applying to an executive officer within the meaning of the *Public Sector Employment and Management Act 2002*.

"Employee" means an Officer/Superintendent/Operational Manager of the Service who is employed pursuant to this Award.

"Service" means continuous service with one or more District Committees prior to 13 April 1973, and continuous service as a servant of the New South Wales Ambulance Board on and from 13 April 1973, and continuous service as a servant of the Commission on and from 1 January 1977 and continuous service as a servant of the Corporation on and from 17 August 1982.

The "Working Week" for the purpose of this Award shall commence on Saturday and finish on Friday.

5. Employees' Duties

- (a) The Service may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skills, competence and training consistent with the employee's classification provided that such duties are not designed to promote de-skilling.
- (b) The Service 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 and is currently certified in the use of such tools and equipment.
- (c) Any direction issued by the Service pursuant to subclause (a) and (b) shall be consistent with the Service's responsibilities to provide a safe and healthy working environment.
- (d) The application of subclause (a) of this clause shall be undertaken in a fair, reasonable and sensible manner.

6. Work Arrangements

- (a)
 - (i) It is the aim of the parties that the development of a performance appraisal and assessment system for all levels set out in Table 1, Classification Structure, of Part B of this Award, will be finalised within six (6) months of the making of this Award.
 - (ii) The parties agree that the development of the performance appraisal and assessment system will be the subject of genuine consultation between the parties.
- (b) Work will be performed by the most efficient means. To achieve this end the Service will deploy skills based on operational needs.
- (c) The parties agree that there will be no forced transfers as a result of the implementation of subclause (a) of this clause.
- (d) Any proposal that will significantly affect employees covered by the Union will be the subject of genuine consultation between the parties.

- (e) Any dispute arising from the operation of this Clause will be dealt with in accordance with Clause 29, Issues Resolution, of this Award.

7. Salaries

- (a) Employees who are appointed to an Operational Management position shall be allocated to one of the classification levels as set out in Table 1, Classification Structure, of Part B of this Award, and shall not be paid less than the minimum level for that position.
- (b) An employee who successfully applies for a position covered by this Award where the salary band encompasses his or her current salary will be appointed at no less than his or her current salary.
- (c) An employee who successfully applies for a position which carries a higher minimum salary level than his or her current salary will be appointed at no less than the minimum of the applicable salary band.
- (d) Once the appointed employee's salary has been determined in accordance with subclause (a), (b) or (c) of this clause, the employee's salary will move in accordance with the percentage increases applicable under this Award.
- (e) Further increases over and above the percentage increases applicable under subclause (d) of this clause may occur based on the employees work performance.
- (f) Any dispute arising from the operation of this clause shall be dealt with in accordance with clause 29, Issues Resolution, of this Award.

8. Roster Leave

- (a) Each employee shall be granted nine (9) days of absence in each period of 28 days with the ninth day of absence being designated the Additional Rostered Leave day off duty.
- (b) Such time off duty may be granted weekly or allowed to accumulate for 28 days, provided that when it is not convenient for the Service to grant the full amount of leave due under this clause in each period of 28 consecutive days, the employee shall not be called upon to forfeit such leave.
- (c) Leave under this clause shall not be allowed to accumulate to more than twelve (12) days.
- (d) Subject to clause 11, Termination of Employment, subclause (c), of this Award, payment in lieu of roster leave shall not be made.

9. Vacancies & Promotion

- (a) Advertisements of vacant positions shall be notified throughout the Service by regular Vacancy Circulars clearly displayed on Notice Boards at all Ambulance Stations and Ambulance Workplaces.
- (b) Appointments shall be made on the basis of merit.
- (c) The vacancy shall be filled from applications received provided that the Service can re-advertise the position if necessary.

10. Appointment of Officers

- (a) An employee employed under this Award shall be engaged as a full time employee, a permanent part time employee or a temporary employee.
- (b) Every employee will be provided with a Position Description commensurate with his or her position which he or she will be required to sign. The position description will outline the duties to be performed in addition to the key competencies and accountabilities required for the position.

- (c) Every employee remunerated at Level 4 and Level 5 shall be required to enter into a Performance Agreement.
- (d) Every employee who is appointed to a Superintendent/Operational Manager position advertised/created after the date of the making of this Award will be required to continue to meet the minimum requirements for that position.

11. Termination of Employment

- (a) Employment shall be terminated by four (4) weeks notice in writing by either party or by the giving or forfeiting, as the case may be, of four weeks wages in lieu of notice. Notwithstanding this the Service shall have the right to terminate an employees employment without notice for serious or wilful misconduct in which case wages shall be paid up to the time of dismissal only.
- (b) The Service shall, upon request by the employee, give the employee a signed statement outlining the period of employment.
- (c) Employees with a credit of any additional rostered leave day off duty shall be paid for such accrual upon termination.

12. Relieving Other Members of Staff

- (a) An employee who is required by the Service to relieve another employee paid on a higher scale for a period of not less than one working week shall be entitled to receive the minimum rate of the higher scale of pay.
- (b) This provision shall not apply when an employee on a higher scale is absent from duty by reason of his or her additional roster leave day off duty.
- (c) No reduction shall be made in the scale of pay of an employee called upon to relieve another employee paid on a lower scale.

13. Flexible Work Practices

A. Permanent Part-Time Employee

- (i) A permanent part-time employee is one who is permanently appointed by the Service to work a specified number of days each week which are less than those prescribed for a full time employee, except in emergent or urgent circumstances.
- (ii) Permanent part-time employees shall be paid an hourly rate calculated on the basis of 1/38 of the weekly rate (annual rate/52.17857) prescribed in Table 1, Classification Structure, of Part B of this Award.
- (iii) Permanent part-time employees shall not be entitled to additional rostered leave days off duty as prescribed in subclause (a) of clause 8, Roster Leave, of this Award.
- (iv) Permanent part-time employees shall be entitled to all other benefits not otherwise expressly provided for herein in the same proportion as the average days per week bear to full-time employment.
- (v) Permanent part-time employees shall be entitled to payment of the allowances prescribed by clause 23, Climate and Isolation Allowance, of this Award in the same proportion as the average hours worked per week bear to full-time hours.
- (vi) The parties recognise that permanent part-time employment will provide flexible working arrangements for employees to cater for personal requirements such as family responsibilities.

B. Temporary Employee

- (i) A temporary employee engaged for a period of (14) consecutive days or less shall be paid for all time worked 20 per cent in addition to the minimum rate prescribed for the classification in which he or she is employed.
- (ii) No temporary employee shall be paid less than eight (8) hours pay for any one (1) shift.

14. Annual Leave

- (a) Annual Leave shall be granted on completion of each 12 months service as follows:
 - (i) An employee employed on a Monday to Friday basis - four weeks leave on full pay.
 - (ii) An employee employed on duties which require him or her to work irregular hours on a seven day per week basis, including work on Saturdays, Sundays and public holidays - five weeks leave with seven week's pay.
- (b) In the event that an employee's employment has changed from a seven day per week basis to a Monday to Friday basis or vice versa, then annual leave shall be calculated on a pro rata basis.
- (c) It is admitted by the parties that the additional two weeks pay payable to an employee employed on duties in accordance with paragraph (ii) of subclause (a) of this clause has been provided in lieu of and in consideration of public holidays being worked by employees or which have occurred on an employee's rostered day off.
- (d) To the leave prescribed by paragraph (i) of subclause (a) of this clause, there shall be added one working day for each public holiday or special public holiday proclaimed for the State of New South Wales which occurs during a period of annual leave.
- (e)
 - (i) Annual Leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued, provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six months.
 - (ii) Annual leave shall be granted on a rotating roster basis provided that such rotation complies with paragraph (i) of this subclause.
 - (iii) An employee shall be eligible for annual leave when twelve months have elapsed since the date on which the last annual leave would have begun if taken immediately it had become due, or if the employee has not previously had Annual Leave since the commencement of the employment.
 - (iv) Nothing in this subclause shall prevent the Service, by agreement with the employee, from allowing annual leave to an employee before a right to it has accrued 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 twelve months in respect of which annual leave was taken before it accrued. Provided that any leave taken by an employee under this paragraph shall not exceed the amount of proportionate annual leave standing to the credit of the employee at the time of entering upon such leave.
 - (v) At least six months notice shall be given to employees of the date on which they shall take their annual leave. Where an employee has been notified that he or she is to take annual leave at a specified time and that time is then altered by the Service the employee shall be reimbursed any actual losses which result to him or her to the extent to which deposits paid for travel and/or accommodation are not refunded.

- (vi) Employees may exchange annual leave by mutual arrangement with the approval of the Service provided that such exchange complies with paragraph (i) of this subclause.
- (f) Each employee before going on annual leave shall be paid for the period of the leave at the ordinary rate of wage to which he or she is entitled under this Award and such payment shall be made before the employee commences annual leave.
- (g) Notwithstanding the provisions of subclause (f) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay employees Annual Leave entitlements on a fortnightly basis which coincides with the normal fortnightly pay period.
- (h) Where the employment of an employee is terminated the employee shall be entitled to receive a proportionate payment in respect of service of less than one year, at the weekly wage to which such employee is entitled under this Award.
- (i) Credit of time towards an additional rostered leave day off duty shall not accrue when an employee is absent during his or her four weeks annual leave as provided for under the Annual Holidays Act 1944. However, officers entitled to additional rostered leave days off duty in accordance with Clause 8 - Roster Leave, of this Award, shall accrue credit towards an additional rostered leave day off to employees in excess of the above mentioned four weeks.

15. Annual Leave Loading

- (a) Employees who, under the *Annual Holidays Act* 1944, become entitled to annual leave under clause 14, Annual Leave, of this Award, shall be paid in respect of such leave an annual leave loading of 17.5 per cent of the appropriate ordinary weekly rate of pay prescribed in Table 1, Classification Structure, of Part B of this Award, for the classification in which the employee was employed immediately before commencing his/her annual leave. The 17.5 per cent annual leave loading will apply to the following periods of annual leave, i.e.; in the case of an employee employed on a Monday to Friday basis - four weeks, and for seven day per week basis employees - five weeks, provided further that in no instance is the calculated amount to exceed one thousand and fifty eight dollars and eighty cents (\$1058.80) and, with effect from the first pay period to commence on or after 1 January, 2001, an amount of one thousand and seventy nine dollars and ninety cents (\$1079.90).
- (b) Such loading is payable in addition to the pay for the period of leave given and taken and due to the employee under this Award.
- (c) No loading is payable where the annual leave is taken wholly or partly in advance provided, however, that if the employment of such an employee continues until the day upon which he or she would have become entitled under this to such annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated in accordance with the rate of wages applicable on such day.
- (d) Where the employment of an employee is terminated by the Service for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of the annual leave to which he or she became entitled after 10 May 1974, he or she shall be paid the loading provided for in subclause (a) of this clause for the period not taken.
- (e) Except as provided by subclause (d) of this clause, no loading is payable on the termination of an employee's employment.
- (f) The annual leave loading shall be paid before the employee commences annual leave.
- (g) Notwithstanding the provisions of subclause (f) of this clause, the Service agrees, subject to at least 28 days prior written authorisation by the employee, to pay employees Annual Leave loading on a fortnightly basis which coincides with the normal fortnightly pay period.

16. Public Holidays

- (a) For the purpose of this clause, the following shall be public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day and Boxing Day.
- (b)
- (i) An employee to whom paragraph (i) of subclause (a) of clause 14, Annual Leave, of this Award, applies, and who is required to and does work on a public holiday or a special public holiday proclaimed for the State of New South Wales shall be paid for the time actually worked at the rate of double time and one half.
- (ii) An employee to whom paragraph (ii) of subclause (a) of clause 14, Annual Leave, of this Award, applies, and who is required to and does work on a public holiday or a special public holiday proclaimed for the State of New South Wales shall be paid for the time actually worked at the rate of time and one half.
- (iii) For the purpose of paragraphs (i) and (ii) of this subclause, the hourly rate of pay shall be one-thirty eighth of the appropriate ordinary weekly rate of pay prescribed in Table 1, Classification Structure, of Part B of this Award.
- (c) Special Public Holidays proclaimed for the State of New South Wales are to be granted or payment made as prescribed in paragraphs (i) and (ii) of subclause (b) of this clause, if not granted. Where an employee works on a seven day per week basis as set out in paragraph (ii) of subclause (a) of clause 14, Annual Leave, of this Award, and the employees rostered day off or annual leave falls due on such day, the employee shall be paid, in addition to the employees appropriate weekly rate of pay, an extra day's pay at ordinary rates.
- (d) In addition to those public holidays specified in subclause (a) of this clause, employees shall be entitled to an extra public holiday each year. Such public holiday will occur on a date which is agreed upon between the Service and the Union and shall be regarded, for all purposes of this clause, as any other public holiday.

17. Personal/Carer's, Family and Community Services Leave

Employees shall be granted Family and Community Services Leave on such terms and conditions prescribed by the Corporation's Policy Directive 2005_431 as detailed in Schedule "A" herewith.

18. Maternity, Adoption and Parental Leave

Employees shall be granted Maternity, Adoption and Parental Leave on such terms and conditions as prescribed by the Service's Instructional Circular 05/16.

19. Study Leave

Employees shall be granted Study Leave on such terms and conditions as prescribed by the Services Instructional Circular 96/04 as detailed in Schedule "B" herewith.

20. Trade Union Leave

Employees shall be granted Trade Union Leave on such terms and conditions prescribed by the Corporation's Policy Directive 2005_428 as detailed in Schedule "C" herewith.

21. Long Service Leave

- (a) Employees shall be granted long service leave on such terms and conditions as may be applicable from time to time to officers employed under the provisions of the *Public Sector Employment and*

Management Act 2002, and the regulations made there under. This includes the taking of long service leave on half pay.

- (b) Where an employee has accrued a right to an additional rostered leave day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.
- (c) An employee returning to duty from long service leave shall be given the next additional rostered leave day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

22. Sick Leave

- (a) If the Service is satisfied that an employee is unable to perform his or her duties on account of illness, not attributable to the employees misconduct, it shall grant to such employee leave of absence on full pay for a period or periods as follows:
 - (i) All employees shall be entitled to sick leave for a period or periods not exceeding in the aggregate of 114 hours in any period of twelve months.
 - (ii) In the event of an employee not taking the full period of 114 hours in any period of twelve (12) months, the untaken period of such leave shall accumulate. A maximum of 76 hours of the untaken hours in each period of twelve (12) months shall accumulate in respect of available sick leave which accumulated prior to 20 June 1980.
 - (iii) Periods of less than thirty eight (38) hours shall not be re-credited to employees who are sick whilst on Annual or Long Service Leave.
- (b)
 - (i) The Service shall not, with the sole object of avoiding obligations under this clause, terminate the services of an employee who is unable to perform his or her duties on account of illness and who is entitled to sick leave under this clause.
 - (ii) The employee shall notify the Service, where practicable, of his or her inability to attend for duty at least four (4) hours but in any case no less than one (1) hour before the commencement time of duty and inform the Service as far as possible the estimated duration of same.
- (c) All periods of sickness shall be certified by a legally qualified Medical Practitioner, provided however, that the Service may dispense with the requirements of a medical certificate where the absence does not exceed two (2) consecutive days or where, in the Service's opinion, circumstances are such as not to warrant such requirements.
- (d) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay or workers' compensation, provided, however, that where an employee is not in receipt of accident pay, the Service shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received, as workers' compensation and full pay. The employees sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full time hours. On the expiration of available sick leave, weekly workers compensation payments only shall be payable.
- (e) Any accumulation of sick leave standing to the credit of an employee at the date of commencement of this Award, shall be added to the leave which is accumulated pursuant to paragraph (ii) of subclause (a) of this clause.

23. Climatic and Isolation Allowance

- (a) Subject to subclause (b) of this clause, employees attached to Ambulance Stations situated upon or to the West of a line drawn as herein specified, shall be paid the allowance specified in Table 2,

Allowances, of Part B of this Award, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at Tocumwal and thence to the following towns in the order stated, namely - Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

- (b) Employees attached to Ambulance Stations situated upon or to the West of a line drawn as herein specified shall be paid the allowance specified in Table 2, Allowances, of Part B of this Award, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following towns in the order stated namely - Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

- (c) The allowances prescribed by this clause are not cumulative.
- (d) The allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Award.

24. Child Care

The parties agree to work together to examine methods of addressing the Child Care needs of employees within twelve (12) months of the making of this Award.

25. Uniforms

- (a)
- (i) The Service shall provide each new employee with sufficient, suitable and serviceable uniforms as determined by the Service.
- (ii) Uniforms provided shall be replaced by the Service upon condemnation in equivalent numbers.
- (iii) The Service shall provide any other special clothing which the Service requires an employee to wear.
- (iv) Articles of clothing issued under paragraphs (i) and (iii) of this subclause remain the property of the Service and shall be returned by the employee upon request by the Service.
- (b) Any request for uniform replacement by the Service or an employee will not be unreasonably refused. In the event of refusal the provision of clause 29, Issues Resolution, of this Award, shall apply.

26. Accommodation

- (a) In addition to the salary levels prescribed in Table 1, Classification Structure, of Part B of this Award, Officers, employed at the beginning of the first pay period which commenced on or after 25 September 1976 shall be entitled to quarters rent-free and shall be supplied without charge with light and fuel provided that Officers appointed to new positions created after 17 March, 1965 which do not require the occupant personally and directly to provide ambulance services at night or weekends, shall not necessarily be entitled to quarters rent-free or light and fuel without charge.
- (b) Where an employee is provided with premises and is transferred or resigns the Officer shall be given not less than twenty-eight (28) days notice to vacate such premises. The notice shall take effect from the date of notification of transfer or resignation.

27. Benefits Not to be Withdrawn

Except in so far as altered expressly or by necessary implication, nothing in his Award shall in itself, be deemed or be construed to reduce the wages of any employee at the date of the commencement of this Award.

28. Payment and Particulars of Wages

- (a) Wages shall be paid fortnightly by electronic transfer.
- (b) On each pay-day, employees shall be furnished with a statement showing the gross amount of ordinary wages and penalties together with separate details of all deductions.
- (c) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee except where agreement as to another method of payment has been reached between the Service and the Union due to isolation.
- (d) Salaries shall be deposited by the Service in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day.

This requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the Service making their deposits. In such cases the Service shall take all reasonable steps to ensure that wages are available for withdrawal by no later than pay-day.

29. Issues Resolution

- (a) The parties must:
 - (i) Use their best endeavours to co-operate in order to avoid grievances and disputes arising between the parties or between the Service and individual employee(s); and
 - (ii) Abide by the procedures set out in this clause to resolve any issue which might arise; and
 - (iii) Place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- (b) In this clause "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about:
 - (i) The interpretation, application or operation of this Award; or
 - (ii) Any allegation of discrimination in employment within the meaning of the *Anti-Discrimination Act 1977* (NSW) which is not covered by established policies and procedures applicable to the Service, regardless of whether the issue relates to an individual employee or to a group of employees.
- (c) Any issue, and in the case of a grievance or dispute any remedy sought, must be discussed in the first instance by the employee(s) (or the Union on behalf of the employee(s) if the employee(s) so request) and the immediate supervisor of that employee(s).
- (d) If the issue is not resolved within a reasonable time it must be referred by the employee(s) immediate supervisor to his or her Supervisor (or his or her nominee) and may be referred by the employee(s) to the Union Organiser for the Service. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (e) If the issue remains unresolved, it may be referred by any of the parties to more senior officials of the Union who must then confer with the Chief Executive Officer (and/or his or her nominee(s)) of the Service. The conclusions reached by those representatives must be reported to the parties within two working days of referral or such extended periods as may be agreed.
- (f) If these procedures are exhausted without the issue being resolved, or if any of the time limits set out in those procedures are not met, parties may seek to have the matter mediated by an agreed third party, or the matter may be referred, in accordance with the provisions of the *Industrial Relations Act 1996* (NSW), to the Industrial Relations Commission for its assistance in resolving the issue.

- (g) Unless agreed otherwise by the parties the status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
- (i) immediately before the issue arose; or
 - (ii) Immediately before any change to those procedures or practices, which caused the issue to arise, was made.
- The Service must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.
- (h) Throughout all the stages of these procedures adequate records must be kept by the parties of all discussions.
- (i) These procedures are to be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (j) All matters in dispute arising out of the application of this Award may be referred to a Disputes Committee consisting of not more than six (6) members with equal representation of the Corporation and the Union. Such Committee shall have the power to investigate all matters in dispute and report to the Corporation and the Union, respectively, with such recommendation as it may think right and in the event of no mutual decision being arrived at by the Committee, the matter in dispute may be referred to the Industrial Relations Commission of N.S.W.

30. No Extra Claims

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum.

31. Union Subscriptions

The Service agrees, subject to prior written authorisation by the employee, to deduct Union subscriptions from the pay of the authorising employee.

32. Anti-Discrimination

- (a) It is 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:
- (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.
- (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 -

- (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 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."

33. Redundancy-Managing Displaced Employees

Employees shall be entitled to the provisions of the Corporation's Policy Directive 2005_517 as detailed in Schedule "D" herewith.

34. Reasonable Hours

- (a) 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.
- (b) For the purposes of sub-clause (b) what is reasonable or other wise will be Subject to sub-clause (b) an employer may require an employee to work reasonable overtime at overtime rates.
- (c) Determined having regard to:
 - (i) Any risk to employee health and safety.
 - (ii) The employee's personal circumstances including any family and carer responsibilities.
 - (iii) The needs of the workplace or enterprise.
 - (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) Any other relevant matter.

35. Salary Sacrifice to Superannuation

- (a) An employee may elect, subject to the agreement of the employee's employer, to sacrifice a portion of the salary payable under the relevant salary Award for the classification, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed 50 per cent of the salary payable under the relevant Award or 50 per cent of the currently applicable superannuable salary, whichever is lesser.

In this clause "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- (b) Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- (i) Subject to Australian Taxation Law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
 - (ii) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly worker's compensation, or other payment, other than any payment 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 salary which would have applied to the employee under the relevant Award in the absence of any salary sacrifice to superannuation made under this Award.
- (c) The employee 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) Subject to the employers agreement, paid into private sector complying superannuation scheme as employer superannuation contributions.
- (d) Where an employee elects to salary sacrifice in terms of subclause (c) of this clause, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (e) Where the employee is a member of a superannuation scheme established under:
- (i) The *Police Regulation (Superannuation) Act 1906*;
 - (ii) The *Superannuation Act 1916*;
 - (iii) The *State Authorities Superannuation Act 1987*;
 - (iv) The *State Authorities Non-contributory Superannuation Act 1987*; or
 - (v) The *First State Superannuation Act 1992*.

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

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

36. Area, Incidence and Duration

- (a) This Award rescinds and replaces the Ambulance Service of New South Wales Superintendent/Operational Managers (State) Award published 28 March 2002 (332 IG 404) and all variations thereof.
- (b) This Award shall apply to persons employed in classifications contained herein employed by the Ambulance Service of New South Wales.
- (c) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

PART B**MONETARY RATES****Table 1 - Classification Structure**

Classification	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
Level 1			
From	63,344	65,878	68,513
To	66,360	69,014	71,775
Level 2			
From	64,850	67,444	70,142
To	76,917	79,994	83,194
Level 3			
From	75,409	78,425	81,562
To	85,966	89,405	92,981
Level 4			
From	84,457	87,835	91,348
To	101,048	105,090	109,294
Level 5			
From	99,539	103,521	107,662
To	111,607	116,071	120,714

Table 2 - Allowances

Clause No.	Brief Description	Rate from 1.7.2005 \$	Rate from 1.7.2006 \$	Rate from 1.7.2007 \$
23 (a)	Climatic and Isolation Allowance	4.30	4.30	4.30
23 (b)	Climatic and Isolation Allowance	8.70	8.70	8.70

SCHEDULE A**Personal/Carer's Leave, Family and Community Service Leave**

("Leave - Personal/Carer's Leave/Family and Community Service Leave - PHO's and Ambulance Service" - Corporation's Policy Directive 2005_431)

This circular is applicable to the Area/Rural Health Services, Public Hospitals, Ambulance Service, Royal Alexandra Hospital for Children (New Children's Hospital) and Corrections Health. It replaces the Department's previous circular on Family and Community Service Leave, circular 95/36, issued on 24 May 1995. It also replaces previous circulars dealing with Compassionate Leave (88/228 and 89/99).

On 11 February 1997 the Public Sector Management Office (PSMO) of the Premier's Department issued a new Determination, developed in consultation with the Labor Council and public sector unions, dealing comprehensively with Family and Community Service (FACS) Leave, Personal/Carer's Leave and the flexible use of other leave entitlements for public servants.

NSW Health has consulted the PSMO and Labor Council and had regard to the above Determination in developing the following arrangements, which include appropriate modifications to reflect the more generous FACS provisions currently applying in the health system. In line with the PSMO Determination, the FACS and Personal/Carer's Leave entitlements and associated arrangements set out in the attachment to this circular are to take effect from 30 August 1996, the date of the Industrial Relations Commission judgment in the State Personal/Carer's Leave Test Case.

FACS Leave and Personal/Carer's Leave are separate and stand alone entitlements. FACS Leave and Personal/Carer's Leave are available to all employees other than casuals.

FACS Leave is available:

For a range of personal reasons encompassing family responsibilities; or

For the performance of community service; or

For cases of pressing necessity.

Personal/Carer's Leave is available:

To provide care and/or support for sick members of the employee's family or household;

To provide for the flexible use of other entitlements.

With Personal/Carer's Leave employees are able to access current and up to 3 years accrued sick leave entitlements to care for a sick dependant.

There are also facilitative provisions in the new arrangements which are available to assist employees to reconcile work and family responsibilities by providing access to annual leave, time off in lieu of payment of overtime and "make-up" time. Access both to paid sick leave and time off in lieu of payment of overtime is specifically for the purpose of caring for a prescribed person.

Additional FACS Leave for Bereavement Purposes - Where FACS Leave has been exhausted, additional paid leave of up to two days may be granted on a discrete "per occasion" basis to an employee on the death of a family member as defined in clause 1.

Flexible Work Practice Alternatives to Using FACS or Personal/Carer's Leave

As an alternative to, or to be used in conjunction with FACS or Personal/Carer's Leave, are work practices that permit employees to vary their work arrangements to attend to short term family responsibilities or community service.

Health service organisations are to implement, where practicable, policy and procedures as defined in clause 4, "Use of make-up time", whereby employees have available to them the opportunity to:

- (i) Be absent from the workplace for short periods of time (eg. two hours) and be able to make up the time either earlier or later on the same day or during the following week or month;
- (ii) Exchange shifts or part-shifts with co-workers.

Implementation

All industrial instruments will be varied in due course to include reference to the above FACS and Personal/Carer's Leave arrangements and, where applicable, to remove inconsistent, redundant or inferior award provisions dealing with leave previously used for such purposes.

Any costs resulting from these new arrangements will need to be met from within existing resources.

PSMO Review of Personal/Carer's Leave in the Public Sector

In view of the Industrial Relations Commission's intention to review the operation of the August 1996 State Personal/Carer's Leave standard clause and general orders, the PSMO is to undertake a comprehensive review of the implementation of FACS and personal/carer's leave in the public sector. The PSMO review is to particularly focus on the extent to which sick leave is accessed by public sector employees for the purpose of caring for a sick person.

Area Health Services/Hospitals and Ambulance Service should ensure they have appropriate systems in place to enable the implementation and ongoing operation of personal/carer's leave and the continued operation of FACS Leave to be monitored. These systems will not only facilitate EEO reporting requirements but should also enable the demand for both forms of leave, and the cost of meeting that demand for the NSW Health System, to be properly assessed. Such information will be vital in any review of the operation of these leave provisions.

Any enquiries concerning this circular should be directed by hospitals/health units to the Health Service in the first instance. Only Health Service human resources personnel should contact the Department directly concerning the abovementioned.

Michael Reid
Director-General

NSW Health System

Family and Community Service Leave, Personal/Carer's Leave and flexible use of other leave entitlements

1. Family and Community Service Leave

1.1 Family and Community Service Leave - General

- (i) For the purposes of this clause:
 - (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.
- (ii) The appropriate CEO may grant family and community service leave to an employee:
 - (a) To provide care and/or support for sick members of the employee's relatives or household; or
 - (b) For reasons related to the family responsibilities of the employee (e.g., to arrange and/or attend a funeral of a relative; to accompany a relative to a medical appointment where there is no element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
 - (c) For reasons related to the performance of community service by the employee (e.g., in matters relating to citizenship; to office holders in local government, other than as mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
 - (d) In a case of pressing necessity (e.g., where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).
- (iii) Family and Community Service Leave replaces Compassionate Leave.
- (iv) An employee is not to be granted family and community service leave for attendance at court to answer a criminal charge, unless the appropriate CEO approves the grant of leave in the particular case.

Management should assess applications for family and community service leave to attend court for reasons other than criminal charges (i.e. Family Court), on an individual basis.

1.2 Family and Community Service Leave - Entitlement

- (i) The maximum amount of family and community service leave on full pay that may be granted to an employee is:
 - (a) Three (3) working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
 - (b) One (1) working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of family and community service leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

For the purposes of calculating entitlements under (i) (a) and (b) above, a working day for employees working 40 or 38 hours per week shall be deemed to consist of 8 hours, and a working day for employees working 35 hours per week shall be deemed to consist of 7 hours. The rate at which FACS leave is paid out and utilised shall be on actual hours absent from rostered shift.

Example A - An employee working 40 or 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee takes FACS leave for a full 10-hour shift, the employee would be debited ten hours of FACS leave.

Example B - An employee working 35 hours per week will have an entitlement, in their first year of employment, to 21 hours of FACS leave. If the employee takes FACS leave for a full 7-hour shift, the employee would be debited 7 hours of FACS leave.

Example C - An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to six days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the six days entitlement.

- (ii) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week, ie. a working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.

Example - An employee working an average of 30 hours per week will have an entitlement, in his/her first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift, eg. of four hours, the employee would be debited four hours of FACS leave. Likewise, if the employee was rostered for eight hours and was absent for the full eight hours on FACS leave, he/she would receive, and be debited, eight hours paid FACS leave.

- (iii) Where family and community service leave has been exhausted, additional FACS leave of up to two days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in clause 1, "Definitions".

1.3 Use of Other Leave Entitlements

The appropriate CEO or authorised delegate may grant an employee other leave entitlements for reasons related to family responsibilities or community service by the employee. An employee may elect, with the consent of the employer, to take:

- (a) Annual leave;
- (b) Long service leave;

- (c) Leave without pay.

2. Personal/Carer's Leave

2.1 Use of sick leave to care for the person concerned - Definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) A spouse of the employee; or
- (b) A de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) A child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) A relative of the employee who is a member of the same household where, for the purposes of this paragraph:
 - (1) "Relative" means a person related by blood, marriage or affinity;
 - (2) "Affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) "Household" means a family group living in the same domestic dwelling.

2.2 Use of Sick Leave to Care for the Person Concerned - Entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) The employee being responsible for the care and support of the person concerned; and
 - (ii) The person concerned being as defined in clause 2.1.
- (b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave 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 available under (b) above, sick leave untaken 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) The CEO or authorised delegate may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in clause (c) above.
- (e) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.

- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate of statutory declaration.
- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (h) The 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.
- (i) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

2.3 Use of Other Leave Entitlements

An employee may elect, with the consent of the employer, to take:

- (a) Annual leave, including annual 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. 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;
- (b) Long service leave;
- (c) Leave without pay for the purpose of providing care and support to a member of a class of person set out in 2.1.

3. Time Off in Lieu of Payment of Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of 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 shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
- (c) If, having elected to take time as leave in accordance with 3(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period from the date the overtime was worked, or earlier by agreement, or on termination.
- (d) Where no election is made in accordance with paragraph 3(a), the employee shall be paid overtime rates in accordance with the relevant industrial instrument.

4. Use of Make-up Time

- (a) An employee may elect, with the consent of the employer, 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 another time, during the spread of ordinary hours provided in the relevant industrial instrument, 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 during ordinary hours and works those hours at another time) at the shift work rate which would have been applicable to the hours taken off.

5. Grievance and Dispute Handling Process -

In the event of any grievance or dispute arising in connection with any part of the provisions of this circular, such a grievance or dispute shall be processed in accordance with established grievance and dispute handling procedures.

SCHEDULE B**Study Leave****("Study Time" - Circular No. IC 96/04)**

This Instructional Circular replaces IC 90/34, 94/15 and Administrative Circular 91/10.

This Instructional Circular details the provisions of Study Time as extracted from the Health Department Leave Matters Manual which applies to the Ambulance Service and the public health system generally.

Study time has been extended to staff in the past under these Health Department guidelines with the delegation for approval with the Divisional Superintendent/Director.

Staff are hereby advised that due to the essential nature of the Ambulance Service they are to first arrange leave to attend studies through flexibility in their roster arrangements. Study time leave only will be considered by the Service where staff can demonstrate that this option has been unsuccessful.

Eligibility

Study time may be granted by the Ambulance Service to full-time employees undertaking part-time courses of study, in disciplines appropriate to the Service, for which approval to enrol has been given by the Divisional Superintendent/Director.

Employees proposing to embark upon a course of study for which the Service's support is sought should consider the extent to which their own time will need to be applied to study, and whether they are prepared and able to firmly commit that time for the duration of the course. They should also consider whether the content of the course is appropriate to their employment situation, either present or contemplated, and whether attainment of the qualification will be of benefit to them in their work.

Having decided to undertake the course, an employee should discuss the proposal with their Divisional Superintendent/Director and secure approval before making any final arrangements for enrolment or registering in a course.

The Divisional Superintendent/Director is required to examine the appropriateness of the course considered by any full-time employee, and be satisfied that it will better qualify the employee for service within the Ambulance Service, before giving the approval and committing the Service to support in the form of study time. The Divisional Superintendent/Director should ensure that study time will not interfere with the maintenance of the Service's essential service, nor require the employment of additional staff.

The application form for study time is attached as Appendix A.

Study time and/or paid time off for course work will only be granted in respect of one course at any one time. An employee who is undertaking two or more courses concurrently will not in any circumstances be granted paid study time for more than one.

Financial Assistance

It is to be noted that employees who undertake courses associated with part-time and external studies are not entitled to any financial assistance regarding reimbursement of fees, travelling, etc.

Extent of Entitlement

For face-to-face studies in courses conducted by universities, the NSW Institute of Technology, colleges of advanced education or technical colleges, employees are eligible for a maximum of four hours' paid study leave per week to attend lectures held in working hours, and for necessary travelling time involved. Any absence from duty in excess of this limit is to be made up.

Where lectures are held outside working hours or during a combination of working and non-working hours an employee may be granted paid study time on the basis of one half-hour for each hour of compulsory attendance at after-hours lectures. Travel time necessary to attend lectures may also be granted, but the aggregate of paid time off under this provision is not to exceed four hours per week. Any absence from duty in excess of this limit is to be made up.

For employees undertaking an approved course by correspondence, or as "external students", study time may be granted on the basis of one quarter hour for each hour of lecture time in the face-to-face course, to a maximum of four hours per week. However, where external students are required to compulsorily attend a residential school or practical session, they will be granted leave on the basis of five days per subject per year, or 2½ days per subject per semester. This leave will be in substitution for, and not additional to, study time which might otherwise have been granted on a weekly basis. Any extra time involved is to be debited against an employee's accrued annual leave or taken as leave without pay.

It should be noted that study time may be granted, and taken, only once in respect of any course subject. Any student, therefore, who fails to pass in a subject at the first attempt, and is required to repeat that subject, shall not be eligible for paid study time in respect of that repeat. This applies even though the repeat involved attendance at lectures in working hours (in which case all time off for repeat studies must be made up) or compulsory attendance at a residential school (in which case all the time off must be made up, taken as leave without pay or annual leave).

However, a student who is taking a combination of new and repeated subjects in any semester or course year is eligible for study time in respect of the new subject(s).

Study time shall not be granted or taken during course vacations.

An employee who is enrolled in a course which involves compulsory attendance at a field day or days may be granted study time to attend. Leave for this purpose is limited to seven hours on any one day, and where a field day occurs on a non-working day no time off in lieu is to be allowed. Where the aggregate of time off for course purposes exceeds four hours in any one week, the excess is required to be made up. Reference should be made to sub-section "Making Up of Time" for certain conditions relating to the making up of time off for study purposes.

Divisional Superintendents/Directors must satisfy themselves that applicants for study time are required to attend lectures, field days or residential schools at the times stated in their applications.

Entitlements for employees undertaking higher degree studies differ from those dealt with above and these are discussed in the sub-section "Part-time Higher Degree Studies".

Making Up of Time

Employees who are absent from duty for more than the maximum four hours in any week are required to make up the excess time off. However, the maximum excess time off taken in any one week which is required to be made up is five hours; where the excess time off necessarily taken by an employee for course purposes exceeds nine hours per week the hours over nine hours are abandoned. The following example illustrates the principles involved.

An employee who attends four hours of face-to-face lectures, and is also required to attend a field day in that same week:

<-----4 hours lectures ----->	<-----8 hours field day ----->
<-----4 hours paid leave ----->	<-----7 hours (max) paid leave-----> unpaid----- >

4 hours	5 hours	2 hours	1 hour
(max) for the week	5 hours (max)	abandoned	made up

It will be seen that the employee has been granted time off as paid study time to attend lectures then is required to attend a field day of eight hours' duration, and is paid for seven hours, which is the maximum allowed for attendance at a field day. They have, therefore, done course work for 12 hours in that week and have been paid the maximum allowable aggregate of 11 hours. They are then required to make up the maximum of five hours' excess (in any one week), and the remainder (two hours) is abandoned. They are not required to make it up either in this week or at any future time.

As a general rule, time must be made up as soon as possible after the leave has been taken; it cannot be made up in advance, except in the week in which the excess time off is to be taken, but make-up time may be deferred, if convenient to the Service, until a later date (eg. during vacations). Time off is not permitted to be made up during meal breaks.

The supervision of staff during make-up time should be the same as is normally required.

Despite the provisions of this section, all paid time off for course work in repeated subjects must be made up, however much it may be; the five hours limitation does not apply to repeated subjects. This time off should be made up as soon as possible, or at the Service's convenience.

Accumulation of Study Time

Study time may be accumulated to a maximum of five days per year (or 2½ days per semester) subject to the approval and convenience of the Service and a request by the employee.

It will be remembered that employees engaged in courses requiring compulsory attendance at a residential school are not eligible for weekly study time, but are allowed a maximum of five days per subject per year (or 2½ days per subject per semester) to attend.

Employees, other than those covered in the second paragraph of this section, who are entitled to less than two hours' study leave per week may elect to accumulate that time and take it in half-day or one-day periods if they feel that this will be more beneficial to their studies.

Where students believe that their course requirements and/or personal circumstances are such that they would benefit more by accruing study time rather than taking it weekly, they may be granted a consolidated period not exceeding five days per year (or 2½ days per semester) in substitution for weekly study time, and may take this leave either prior to or during examinations.

Students who receive some paid study time weekly for lecture attendance and/or travelling time during working hours, and also have some additional entitlement (eg. from attendance at out-of-hours lectures) may convert the additional entitlement to a five-days-per-annum grant if they so desire.

Approval to accrue five (or 2½) days' study time as provided above should be sought at the beginning of each course year. However, a student who elects to accrue at the beginning, or vice versa, may opt to reverse that decision, as from 1 July, for the remainder of the year.

The Service, in giving approval for the accrual of study time, should ensure that the Service will not be inconvenienced, or the maintenance of essential operations jeopardised, by such arrangement and that there will not be any need to employ relief staff. However, where approval is initially given, the Service is required to honour its undertaking for the agreed period even though circumstances may alter and the employee's absence

has become inconvenient. If the Service declines an employee's request for approval of accumulation of study time it is obliged to grant such time on a weekly basis.

Employees undertaking a course who join the Service after the commencement of the course year may apply on 1 July of that year to accumulate their study time.

External Studies

Employees may enrol, subject to approval by the Service, as external students in courses of study leading to a first or further qualification other than a higher degree. These courses may be taken through a university or a college of advanced education.

Such a course does not usually require the student to attend lectures during the course year or semester, but usually does require compulsory attendance at a residential school at least once during each year or semester.

Study time is to be granted on the basis of five days per subject per year, or 2½ days per subject per semester, and it is to be made available to the employee to attend the school or schools held. This leave is in substitution for, and not additional to, leave which might otherwise be granted on a weekly basis.

Students attending residential schools do not receive any allowance for travelling, accommodation, or incidental costs.

Part-time higher degree studies

The provisions for study time for employees undertaking higher degree studies are altogether different from the provisions already described, except for courses which involve face-to-face instruction.

The following grants of study time represent the maximum grant available for higher degree studies, and the periods of leave may be taken as required by the employee, subject to the convenience of the Service:

Employees studying entirely by thesis may be granted a period of ten days' study time.

For study entirely by research and thesis there is an entitlement of 20 days' leave; in these cases a further ten days' leave may be granted where the Service is satisfied that the nature and progress of the research warrants further study time.

For study which involves course work followed by the preparation of a thesis necessitating further research, employees may be granted weekly study time for the course work, where appropriate, and may also be granted a further ten days' leave for the preparation of the thesis.

Periods of ten days' and 20 days' study time must be taken as units, not as scattered or random days towards the total entitlement, and apply to the thesis not per year.

Examination Leave

A terminal examination is one which occurs at the end of the subject and must be passed for the subject to be completed and the student to progress further; or one set during the course which forms an integral part of the major examination or final assessment in that subject and which the student must take in order to pass that subject in an academic year.

Employees attending terminal examinations in approved tertiary courses may be granted pre-examination and examination leave on the following basis:

Half day examination leave for an examination in the morning - There is no pre-examination leave in this case, except where the employee works an evening shift on the evening prior, when the equivalent of one half day's leave may be granted.

In the case of half day examination leave in the afternoon, the employee may be granted half day pre-examination leave in the same morning. Where examinations are held in the evening, employees may be granted half day pre-examination leave on the afternoon of the same day.

Where an examination is conducted within the normal class timetable during the term and study time is granted to the employee for either private study or actual lecture attendance, no examination leave or pre-examination leave is to be granted.

Pre-examination leave is not to be granted where study time has been refused, except in respect of repeat studies in a course normally attracting that concession.

Employees undertaking courses either by correspondence or by face-to-face studies may be granted leave for examinations, including deferred examinations, as well as repeat studies in respect of the above courses.

Robert McGregor
Chief Executive Officer

APPENDIX "A"

Application for Study Time

Surname: _____ Given Names: _____

Position: _____ Div/Location: _____

Previous Studies Since Leaving School

Year	Course and University or College	Subjects Completed	Study Time Granted

Studies Proposed this Year

Course: _____

Course Duration: _____ (years) Full-time/Part-time

College or University: _____

Subjects: _____

Has this subject been attempted previously? Yes/No

**Timetable of Studies this Year
(as per Fees Receipt)**

Day	Subjects	From	To
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

Total Study Time/Examination Leave Applied for During Working Hours

	Hours/Minutes	Rostered Shift
(a) Lectures/Travelling Time	_____	_____
(b) Private study	_____	_____

I certify that the above information is correct:

 Applicant's Signature Date
 Supervisor's Report - (Please confirm that all flexibility in roster arrangements are exhausted).

Supervisor's Signature Date

Recommendation to approve study leave:

Divisional Superintendent/Director _____ Date

Attach supporting documentation if desired.

SCHEDULE - C

**Paid Trade Union Leave
 ("Trade Union Leave - Paid" - Corporation's Policy Directive 2005_428)**

The Premier has agreed that special leave with pay will be granted to all public sector workers (includes employees in the health system) who are members of their relevant union and have been accredited by their union as a delegate to their union conferences, executive meetings or to the annual conference of either the Labor Council of NSW or the bi-annual congress of the Australian Council of Trade Unions.

Any delegate who wishes to attend a conference is required to establish that they are accredited delegates and this must be done in sufficient time to allow their health service to make arrangements for work and duties to be carried out during the time of the absence of the employee.

For special leave to be granted for the purposes outlined above, it is necessary that the health service is informed by the employee within sufficient time by way of documentary evidence from the union, showing that the person applying for special leave is an accredited delegate. Health services will not meet any costs/expenses of the employee in attending these conferences, etc.

Whilst special leave with pay should be granted for the purposes outlined above for which the employee is rostered on duty, no credit is to be allowed for any conference day, etc., which coincides with a day on which the employee has been rostered off duty, or which is normally a non-working day.

The attached guidelines are to be used (95/70).

John Wyn Owen
Director-General

Paid Trade Union Leave (Corporation's Circular No. 95/70)
Paid Trade Union Leave

Reference is made to Department of Health Circular No. 95/68 of 18 August 1995 concerning the above matter.

To assist the parties in the implementation of the Government's decision on this matter, the Public Employment Office of the Premier's Department has developed guidelines and issued the attached Circular to public agencies.

It has been determined that the attached guidelines are also to be used in the public health system. This Circular should be read in conjunction with Circular No. 95/68 of 18 August 1995.

John Wyn Owen,
Director-General

Public Employment Office
PEO Circular No. 95-16

Paid Trade Union Leave
(Circular to all Chief Executive Officers)

I refer to the Memorandum issued on 14 July 1995 by the acting Minister for Industrial Relations confirming availability of special leave with pay for union activities.

To assist the parties with the implementation of this decision, the following guidelines have been developed for public agencies:

- (i) Eligibility - Applies to members of relevant unions accredited by their union as a delegate.
- (ii) Paid special leave is available for attendance at:
 - Annual or bi-annual conferences of the delegate's union; and
 - Meetings of the union's executive/Committee of Management; or
 - Annual conference of the Labor Council of NSW; or
 - Bi-annual conference of the Australian Council of Trade Unions.
- (iii) Limits - There is no limit on the special leave that could be applied for or granted. It is expected, however, that the leave would be kept to a minimum and that, on average, not more than five days special leave per year would need to be taken.
- (iv) Responsibilities of the union delegate are:
 - To establish accreditation as a delegate with the union;
 - To provide sufficient notice of absence to the employer; and
 - To lodge a formal application for special leave.
- (v) Responsibilities of the union are:
 - To provide documentary evidence to the employer about an accredited delegate in sufficient time to enable the employer to make arrangements for performance of duties;

To meet all travelling, accommodation and any other costs incurred by the accredited delegate; and

To provide the employer with confirmation of attendance of the accredited delegate.

(vi) Responsibilities of the employer are:

To release the accredited delegate for the duration of the conference or meeting;

To grant special leave (with pay); and

To ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.

(vii) Period of Notice

Generally, dates of conferences or meetings are known well in advance and it is expected that employers would be notified as soon as accreditation has been given to a delegate or at least two weeks before the date of attendance.

Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the employer as soon as advice of the meeting is received by the accredited delegate.

(viii) Travel Time

Where a delegate has to travel to Sydney, inter or intrastate, to attend a conference or meeting, special leave will also apply to reasonable travelling time to and from the venue of the conference or meeting.

No compensation, such as time off in lieu, is to be provided if travel can be and is undertaken on an accredited delegate's non-working day or before or after his/her normal hours of work.

(ix) Payment of Allowances

No allowances will be claimable in cases of special leave granted for attendance at union conferences or executive meetings covered by this circular. (See also item (v) above.)

(x) Relationship to Awards and Agreements

The provisions contained in this circular will not apply if more generous provisions for trade union leave are already provided under awards or agreements applicable to officers and employees in your organisation.

(xi) Date of effect

These provisions apply to trade union leave taken for the purposes listed above on or after 14 July 1995.

Ken Cripps
Commissioner

SCHEDULE - D

Managing Displaced Employees

("Displaced Employees - Managing" Corporation's Policy Directive 2005_517)

This Circular replaces Circulars 90/6, 91/82, 96/16 (which referred to Premier's Department Memorandum 96-5), 97/104 and 98/47. It applies to all employees of public health organisations as defined under section 7 of the *Health Services Act 1997* and the NSW Ambulance Service (except as provided for hereunder).

In this Circular, the use of the term Health Service refers to Area Health Services, the Ambulance Service of NSW, the New Children's Hospital and Corrections Health Service.

Section 3 of this Circular sets out the provisions of Section 116 of the *Health Services Act 1997* and the determination of employment conditions and transfer for employees within the public health system. Accordingly, Section 3 does not apply to the Ambulance Service of NSW.

Please note the main changes are:

to ensure that where Health Services intend to approve offers of voluntary redundancy, the matter must be referred to the Health Administration Corporation for determination where unions have not agreed to offers of voluntary redundancy being made or where local communities will be significantly affected; to introduce six monthly reporting to the Department on voluntary redundancies approved by the Health Service; and

to streamline the membership of the Directed Transfer Review Committee, which reviews objections to directed transfers under the Health Services Act.

the inclusion of a definition of equivalent salary.

The provisions contained in this Circular do not apply to:

employees defined as "Exempt Employees" under the Health Industry Status of Employment Interim (State) Award.

temporary (including locum/relief) employees engaged for less than 12 months or for a specific period or on a casual basis to carry out specific duties or a project; or temporary employees whose contracts of employment are not covered by the Health Industry Status of Employment Interim (State) Award.

apprentices or trainees at the conclusion of their apprenticeship commitments, eg. Trainees employed by the Health Industry Group Training Company;

employees on worker's compensation whose claim is based on compensation for termination (unless the agreement of their worker's compensation insurer is obtained to a separation payment being made) or others awaiting determination of claims against the employer for termination of services;

employees awaiting the outcome of disciplinary action which may result in termination of services; and

Senior Executive Service (SES) Officers, including SES equivalent officers, or employees employed on a contract basis who receive similar conditions to SES officers.

The provisions of this Circular do not apply to public servants employed in the Department of Health or employees of the Health Administration Corporation. The same principles apply, but there are differences in the period of salary maintenance and the procedures that apply. Employees of the Department of Health and the Health Administration Corporation should refer to Departmental Circular 99/41 as varied from time to time.

Enquiries in relation to the management of displaced/excess employees or the contents of this Circular should be directed to the Area Health Service Human Resources Manager. Only Area Human Resources staff should contact the Department directly.

Michael Reid
Director-General

NSW HEALTH DEPARTMENT
MANAGING DISPLACED EMPLOYEES

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- 5.7 Training Assistance for Employees Accepting Voluntary Redundancy
- 5.8 Reimbursement of Counselling and Training Costs
- 5.9 Re-employment following Acceptance of Voluntary Redundancy

Appendix A - Workforce Management Centre Redeployment Registration Form

Appendix B - Voluntary Redundancy Return

Section One - Policy

1.1 POLICY

The Government's policy on managing displaced/excess employees, as expressed in Premier's Department Circulars 96/5 & 97/27, and in this Circular, has an emphasis on redeployment, supported by counselling and training services. However, voluntary redundancy may be appropriate where redeployment is not practical.

1.2 DEFINITIONS

Health Administration Corporation (HAC) is the Director-General, NSW Department of Health in his/her statutory capacity as a corporation and is the deemed employer for certain industrial purposes within the public health system and the Ambulance Service of New South Wales.

NSW Health refers collectively to the Department of Health, public health organisations as defined under section 7 of the *Health Services Act 1997* (including Area Health Services, Corrections Health Service, and the New Children's Hospital), and the Ambulance Service of New South Wales.

Public Health System refers to public health organisations as defined under section 7 of the *Health Services Act 1997* (that is, Area Health Services, the New Children's Hospital and Corrections Health Service)

Health Service refers to individual public health organisations as defined under section 7 of the *Health Services Act 1997* (that is, Area Health Services, the New Children's Hospital and Corrections Health Service) and the NSW Ambulance Service

Health Employer refers to public health organisations as defined under section 7 of the *Health Services Act 1997* (that is, Area Health Services, the New Children's Hospital and Corrections Health Service) and the Ambulance Service of NSW.

Department means the NSW Health Department.

Broadbanded Position means a multi-graded position, eg Clerk Grade 5/6.

Displaced Employees are permanent employees or temporary employees to whom this Circular applies, whose positions have been deleted.

Equivalent Salary means within 5% of existing salary or within one grade, at the Chief Executive Officer's discretion, after he/she has consulted with the relevant union.

Excess Employees are displaced employees who have been formally declared excess to requirements by their Health Employer and advised of this in writing.

Existing Salary means the salary plus allowances in the nature of salary of the substantive classification of the affected employee, but does not include shift penalties or disability allowances.

Redeployment means the transfer of a displaced employee to an available position within NSW Health or in another public sector organisation.

1.3 GENERAL PRINCIPLES

Where there is potential for restructuring to result in redeployment or voluntary redundancy, Health Employers must, at the earliest possible opportunity, consult with relevant unions.

Where NSW Health or other NSW Public Sector employees are declared excess, Health Employers must take all reasonable steps to assist the excess employees to be redeployed to meaningful employment in a substantive position as soon as possible.

Voluntary redundancy may be available where redeployment or transfer would be impractical. It may also be used in circumstances where a more general program of voluntary redundancies is necessary given numbers, occupations and locations of positions affected by the Health Employer's decision to restructure or undertake organisational change.

Health Employers must ensure that the individual circumstances of a displaced employee are fully and compassionately considered. Relocation of residence may not be a viable option for some displaced employees because of the adverse impact on their family situations. Where a Health Employer recognises that a displaced employee has valid reasons for refusing a proposed relocation, that employee's priority status and eligibility for Voluntary Redundancy will not be prejudiced.

1.4 PLANNED PROGRAM FOR ORGANISATIONAL RESTRUCTURE

Where substantial organisational restructuring will occur (eg impacting in a significant way on a whole unit/group), Health Employers are to undertake full consultation with the relevant union/s, and develop a planned program, setting out how they intend to implement redeployment, transfer or voluntary redundancy for employees affected by the restructuring.

Each organisation's restructuring program should identify:

reasons for the restructuring, the benefits and impact on services;

any planned new positions, including the location if known;

number of employees who may be subject to redeployment, their current classifications and locations and to where the employees will be redeployed;

number of voluntary redundancy packages to be offered, including the classification and location (eg unit/ward);

estimated costs for approved voluntary redundancies, retraining and salary maintenance of redeployed or excess employees;

details of employee and union consultation, and planned information sessions for staff;

an implementation timetable;

effects on EEO group profile;

the availability of employee counselling and vocational assessment services; and

should seek agreement in writing from the relevant union to the voluntary redundancy program.

Where agreement to the voluntary redundancy program has not been given (either the union has failed to respond or the union is opposed to the proposal), Health Employers should then liaise with the Department's Director, Employee Relations for determination of the matter by the Health Administration Corporation before effecting any voluntary redundancies.

The Health Employer must retain the planned program for audit/review purposes.

A planned program is not required where a Health Employer is undertaking minor restructuring which may result in one-off requests for voluntary redundancy.

In accordance with the planned program, any priority of employment of an employee (as described in section 2.3 Priority of Employment) should be determined. The affected employee should be informed in writing of his/her priority status as soon as practicable after the Health Employer has made a decision to introduce changes leading to the displacement of the employee.

Health Employers are to assess the social and economic effect any substantial organisational restructuring will have on the local community, particularly in rural areas. Where there will be significant economic, social or environmental impact on local communities, particularly in rural areas, the Department's Director, Employee Relations must be advised of this at an early stage to ensure compliance with Government policies and processes. In these circumstances, Health Employers wishing to approve offers of voluntary redundancy to any employee/s, must refer the matter to the Health Administration Corporation for determination.

1.5 NOTIFICATION TO EMPLOYEES

Once the Health Employer has made a decision that involves deleting an occupied position, and following appropriate consultation with affected unions, the Health Employer should notify each affected employee in writing that as a result of this:

His/her position has been deleted and that he/she is declared "displaced/excess"; and either

- (a) while he/she is presently displaced, the Health Employer anticipates that the employee may be placed in another available position in that organisation or the public sector, or
- (b) he/she is formally declared excess to allow him/her to immediately have priority of employment for vacancies across The public health system and to be considered for available vacancies across the NSW Public Sector. Salary maintenance will commence from the date the employee is advised in writing that his/her position has been deleted and that he/she is excess to workforce requirements.

SECTION TWO - REDEPLOYMENT OF DISPLACED/EXCESS EMPLOYEES

2.1 GENERAL

Redeployment is the principal means for managing displaced employees whose positions have been deleted. Displaced employees may be redeployed within the service of their existing Health Employer, or directed to transfer to positions within the public health system, or redeployed to another NSW Public Sector organisation, at an equivalent salary (i.e. within 5% of existing salary or within one grade, at the Chief Executive Officer's discretion, after he/she has consulted with the relevant union.

As a transfer to a higher graded position is in effect a promotion, it is expected that transfer to a higher graded position would not occur for promotional positions in career structures. Where a higher graded position would normally be advertised the Chief Executive Officer should take this factor into account.

The Chief Executive Officer may directly redeploy or appoint a displaced employee to a vacant position with equivalent salary even if the position has not been advertised.

While emphasis is on placement of permanent employees into permanent positions, Health Employers may wish to consider trial placements of displaced employees of equal priority for periods up to three months. This would be done, for example, in circumstances where it is considered a displaced employee, given access to appropriate training, may be suitable for appointment to the position.

Health Employers are required to place details of excess employees (classification/ experience but excluding name and age) on the NSW Health Intranet "HealthJobs" site. These details will allow human

resources personnel to determine whether or not an excess employee with the desired skills/experience is available for redeployment to a vacant position.

2.2 PRINCIPLES

Redeployment is a collaborative process between the:

individual employee;

health employer;

prospective employing health or other public sector employer; and

Workforce Management Centre, Premier's Department (where appropriate).

Each party has a responsibility in the redeployment process, with primary responsibility for redeployment resting with the individual and the health employer.

Responsibilities:

Displaced employees are required to:

make themselves available to be considered for redeployment to a vacancy;

accept reasonable redeployment opportunities on equivalent salary; and

undertake any reasonable retraining at the employer's expense.

Health Employers are required to:

ensure that Human Resources staff are fully briefed and equipped to disseminate information to line managers and staff;

provide employees with written advice that they are displaced and, if appropriate, excess; this advice should include their priority status to enable them to apply for positions for which they possess the essential qualifications, skills and experience;

facilitate and assist redeployment action;

release displaced employees as soon as practicable for redeployment opportunities, eg. interviews, training, commencing a new position;

assist with reasonable costs involved in the displaced employee attending interview(s) for positions where management considers a redeployment opportunity may exist; and

meet reasonable costs for retraining which facilitates redeployment either in The public health system or elsewhere in the public sector.

As part of a coordinated redeployment approach assistance to employees should include:

access to counselling that reasonably meets the needs of the individual concerned;

access to external counsellors who are appropriately accredited and qualified, for personal and vocational matters. Where appropriate, employees may be able to utilise the internal services of the Health Employer, i.e. staff counsellors, employee assistance schemes, psychologists and social workers;

advice on determining vocational skills, aptitudes and interests;

occupational information;

career transition retraining opportunities;

assistance in upgrading existing skills (which may include payment of fees, allowances, books and equipment); and

access to assistance with job search (including resume preparation and interview skills).

There is no prescribed time limit during which an employee must be redeployed. However, employees will need to consider their circumstances in the context of the availability of work, time limits for salary maintenance, direct transfer action and the availability of voluntary redundancy.

Where a suitable temporary vacancy has been identified and a displaced employee meets the essential criteria for the position, the employee should be considered for placement in that position. This placement will have no effect on an excess employee accessing salary maintenance beyond the period of the temporary placement.

2.3 PRIORITY OF EMPLOYMENT

Excess employees seeking redeployment receive priority consideration for appointment to vacant positions at an equivalent salary within the public health system, or, if registered with the Workforce Management Centre, Premier's Department, in other public sector organisations.

Priority of employment policy requires that employees be placed in available vacancies with Health Employers if these employees satisfy all the essential criteria for the positions. This policy also requires the public health system and the Ambulance Service to give preference in staff selections to employees who have Priority One status and who were placed in lower paid positions.

Priority status does not apply to an excess employee who has been directed to transfer to a suitable vacant position either within the same Health Employer or between Public Health Organisations.

Excess employees within the public health system and the Ambulance Service will continue to have access to the Priority of Employment arrangements set out below or in accordance with any relevant industrial instrument, whichever is overall more favourable to the employee.

2.3.1 Priority One and Two - Public Health System and Ambulance Service

Excess employees seeking redeployment, who have evidence of their Priority status, are required to demonstrate that they meet all essential job criteria as prescribed in the position description. The selection between appointees with equal priority is to be based on merit.

Any dispute involving the application of Priority status or the placement of persons entitled to Priority One should be resolved through the dispute settlement procedures prescribed by the award applicable to the position.

Priority One

Every effort should be made to place excess employees with Priority One in the same classification and grade as they previously occupied.

Employers are required to place employees with Priority One status in suitable vacant positions which they propose to fill and which are of equivalent salary, provided the employees can demonstrate in their applications that they can meet the essential criteria advertised for the positions.

Priority One applies to each of the following:

- (a) A hospital is removed from Schedules 1, 2, or 3 of the Health Services Act because it is closed or becomes a private hospital, its employees thus ceasing to be employees of that hospital. Where this occurs, such employees have Priority One for appointment to positions of equal or lesser salary with other Health Employers for a period of 12 months from the date of closure of the hospital or the hospital becoming private.

- (b) Employees who are surplus to the staffing requirements of their employer.
- (c) Where a private contractor successfully wins a tender to provide services to an employer and engages employees of that employer previously engaged in providing the services subject of the contract, Priority One shall extend to those employees for a period of 12 months from the date of termination as an employee of that employer.

Priority Two

An employee who had Priority One and has been appointed to or placed in a position within his/her previous classification, but at a lower salary or grade than that which applied to the employee prior to being appointed or placed on Priority One, shall have Priority Two for positions of the employee's previous substantive classification and salary. Priority Two shall continue until the employee is permanently appointed to a position that attracts an equivalent or higher salary than applied to the employee prior to him/her becoming excess.

2.4 INTERNAL REDEPLOYMENT

The responsibility for redeployment of displaced employees rests, in the first instance, with the employing Health Employer's Chief Executive Officer, and then with other public health system Chief Executive Officers.

All redeployment offers should be recorded by Health Employers.

2.4.1 Matching Displaced/Excess Employees against Advertised Vacancies

All displaced employees are to have access to information regarding vacant positions throughout the public health system eg "HealthJobs", and are to be provided with assistance in their placement.

Health Employers are to take an active approach in registering details of displaced/excess staff on the Displaced Employees site on the HealthJobs page, and in matching any displaced/excess employee against its own or other "HealthJobs" vacancies.

Prior to advertising a vacant position, the Human Resources Manager and the relevant Line Manager are to review "HealthJobs" to ascertain whether any displaced/excess employee may be suitable to be placed in it.

Where a match occurs, the Health Employer with the vacant position should contact the displaced/excess employee's Health Employer and make arrangements for the current job description of the position to be provided to the displaced/excess employee, who should submit an Expression of Interest and a priority interview is to be conducted as soon as possible.

Where a vacancy exists and it is considered that a person with Priority One status (or an excess Departmental employee) can fill a position, the matter should be discussed within or between Health Employer/s and if agreed, the employee can be offered the position. If the Health Employer with the vacancy disagrees with the suitability of an excess employee for the position, the Human Resources Manager should refer the matter to the Chief Executive Officer of the Health Employer where the vacancy exists for final determination.

Where internal redeployment activities have been unsuccessful and a match against the details of displaced/excess employees on "HealthJobs" does not occur, the vacant position can then be advertised.

Where a displaced/excess employee is not considered suitable for placement, the Health Employer should provide meaningful work that will assist in upgrading his/her skills and experience. All documentary evidence from assessment panels in support of the decision should be retained until the displaced/excess employee has been placed in a permanent position.

2.5 EXTERNAL REDEPLOYMENT (to other public sector organisations)

Displaced/excess employees often possess job skills required by other public sector organisations and may be redeployed to another public sector organisation. Slight pay differentials (within 5% of salary or within one grade or to a lower salary) are not an impediment.

2.5.1 Workforce Management Centre (WMC) Redeployment Service, Premier's Department

External redeployment of public health system and Ambulance Service employees to other public sector organisations (including the Department), or of displaced/excess public sector employees to the public health system or the Ambulance Service, is available through the Workforce Management Centre.

Placement of excess employees between the Department and public health organisations as defined under section 7 of the Health Services Act 1997 (that is, Area Health Services, the New Children's Hospital and Corrections Health Service) and the Ambulance Service of NSW, may occur without the involvement of the Workforce Management Centre, Premier's Department. Redeployment within Health Services should be fully explored prior to referring displaced/excess employees to the WMC.

Where redeployment of a displaced/excess employee within the public health system is not possible and the employee has elected to be redeployed outside the public health system and Ambulance Service, the employer should forward a completed "Workforce Management Centre Redeployment Registration Form" (Appendix A), together with a copy of the employee's employment history and relevant personal details, to the Manager, Workforce Management Centre.

The WMC issues a regular list (via Premier's Circular) to employers that gives classification and experience details of excess employees.

Health employers are to take all reasonable steps to assist other organisations to redeploy excess employees and cooperate in redeploying employees as quickly as possible both within and across organisations. This would include:

excess employees within the public sector should be considered before other applicants for advertised vacancies;

the criteria are whether the employee meets the essential requirements for the position; and can perform satisfactorily or is likely to perform satisfactorily in the position in a reasonable period of time, given access to appropriate training.

The onus is on the selecting organisation to show why the excess employee cannot meet the criteria

Where more than one displaced/excess employee is seeking redeployment to the same vacancy, selection is on merit.

While emphasis is on placement of employees into permanent positions, the WMC can arrange immediate trial placements of excess employees for periods up to three months, after which time the Health Employer may appoint them without the need to advertise. If a placement is not satisfactory to the Health Employer, the employee and the WMC must be informed in writing that the trial is not satisfactory. The employee then returns to the previous employer and the employee is still eligible for other placements where these assist the employee's chances of ongoing redeployment to a position.

The employee and the WMC are to be advised of the employee's progress on an agreed basis during the trial period. This is to ensure that appropriate training and/or development requirements for the employee may be implemented, and the employee's progress during the trial can be properly monitored.

SECTION THREE - TRANSFER PROVISIONS FOR EMPLOYEES**3.1 GENERAL**

Health Employers must ensure that the individual circumstances of a displaced/excess employee are fully and compassionately considered. Relocation may not be a viable option for all displaced/excess employees because of the impact on their personal situation, eg family, studies etc.

3.2 PUBLIC SECTOR AMENDMENT (MOBILITY) ACT 1996 (the Mobility Act)

The Mobility Act is the instrument that facilitates the transfer of an employee's leave entitlements between the public health system, the Ambulance Service, the Department of Health and other public sector organisations, and in certain circumstances it also provides for the transfer of funds relating to this leave, from one employer to the other. Such transfers require the approval of the Director-General, Premier's Department (Refer also to the Public Sector Management Act, sections 100A to 100C).

The following arrangements apply to all transfers of public sector employees into the public health system, as well as to transfers between the Department of Health and Health Employers:

- (a) Employees will retain any accrued benefits under their original Industrial Instrument prior to the transfer, subject to the provisions of Schedule 5A of the Public Sector Management Act 1988 and NSW Health Circular 96/71 Public Sector Mobility. Such benefits will be recorded at the date of the transfer and will not continue to accrue after the date of the transfer. The employee will be permitted to access those entitlements subject to normal organisational requirements. In certain circumstances, for instance, in the case of major restructures involving the transfer of employees with different conditions of employment, Premier's Department may grant approval to transfer and accrue those conditions as existed prior to the transfer.
- (b) An employee transferring from a public sector organisation to any part of the public health system will be employed under the Award or industrial conditions of the receiving organisation (i.e. Department or Health Employer) from the date of the transfer, and will commence accruing rights and benefits under his/her new employment arrangement from that date.
- (c) An employee transferring from the public health system or Ambulance Service, to another public sector organisation will be employed under the conditions of the relevant industrial instrument (including provisions relating to an employee's entitlement to and payment of salary maintenance of the receiving organisation) from the date of the transfer, and will commence accruing rights and benefits accordingly from that date.

Prior to the transfer of excess employees to a position within the public health system or public sector organisation:

- (a) the affected employee must be consulted and the Chief Executive Officer of the receiving organisation must provide written agreement to the proposal. The Director-General, NSW Health Department or Premier's Department (as appropriate) must also agree to the offer of transfer to the vacant position at the salary level and conditions of employment applicable to the vacant position;
- (b) excess employees are to be given priority for transfers ahead of displaced employees;
- (c) excess employees must satisfy the essential criteria required for the position to which they are being transferred;
- (d) transfers are to be at the employee's existing level of remuneration; however, minor differences in salary would not be an impediment, eg. within 5% of salary or within one grade or to a lower salary.

NOTE: There is no process for an appeal to the Government and Related Employees Appeal Tribunal against a transferred employee in relation to transfers which involve a minor increase in salary (within 5% of salary or within one grade or to a lower salary).

3.3 HEALTH SERVICES ACT 1997 AND AUTHORITY TO DIRECT A TRANSFER

Note: This Section does not apply to NSW Ambulance Service employees.

The Health Services Act 1997 (the Act), at Chapter 9, makes provision for the transfer of employees between public health organisations as defined under section 7 of the *Health Services Act 1997* (that is, Area Health Services, the New Children's Hospital and Corrections Health Service).

Section 116 of the Act sets out the provisions for the transfer of employees in the public health system by the Health Administration Corporation (HAC) as follows.

Section 116 (1) of the Act, provides that the Health Administration Corporation (HAC) may, on the ground of redundancy, direct the transfer of an employee of a public health organisation from one position in the public health system to another position in the public health system at a salary in accordance with any general determination made by it under section 115 (2). The Health Administration Corporation must be satisfied that the provisions outlined in Section 116 (1) are met before the transfer is directed.

In accordance with section 116(1) of the Act, the HAC may direct a transfer if:

- (a) it is satisfied that:
 - (i) the number of persons who are employed by the organisation exceeds the number that appears to be necessary for the effective, efficient and economical management of the organisations functions and activities, either generally or at a particular location; or
 - (ii) the mix of skills or other expertise of the persons who are employed in the organisation appears to be unsuitable for the effective, efficient and economical management of the organisation's functions and activities, either generally or at a particular location;
- (b) the organisation that employs the employee has advised the HAC that the employee is redundant;
- (c) the employee possesses the essential qualifications specified for the other position and the work assigned to the other position is appropriate to the skills and qualifications of the employee; and
- (d) if an employee is to be transferred to an affiliated health organisation - the affiliated organisation has been consulted by the HAC as to the suitability of the employee for employment within the organisation having regard to the health care philosophy of the organisation. [Section 116 (1)]

Section 116(2) of the *Health Services Act 1997* states:

"If an employee refuses a transfer from one organisation to another under Section 116 of the Act, the Health Service may terminate the employee's employment should the employee continue to decline the transfer as directed by HAC. However, the public health organisation may only do so if the HAC has certified, on reasonable grounds, that the employee has no valid reason for refusing the transfer."

Section 116 (3) of the *Health Services Act 1997* states:

"If the HAC considers that an employee has a valid reason for refusing the transfer, the HAC may allow the employee to decline the transfer without any prejudice to any rights the employee would have had to any future promotion or appointment if the transfer had it not been declined."

Section 116 (4) of the *Health Services Act 1997* states:

"If an employee's employment is terminated under subsection (2) of the Act:

- (a) the termination of that employment is to be taken for all purposes not to have been on the ground of redundancy, and
- (b) no compensation (whether for breach of contract or otherwise) is payable in respect of the respect of the termination of the employee's employment."

Section 116 (5) of the *Health Services Act 1997* refers to the operation of *Industrial Relations Act 1996* and states:

"Nothing in Section 116 affects the operation of Part 6 (Unfair Dismissals) of Chapter 2 of the *Industrial Relations Act 1996* in relation to any termination of employment if:

- (a) the termination is based on a certificate given by the HAC under subsection (2) that the employee concerned has no valid reason for refusing a transfer and there are no reasonable grounds for it to so certify; or
- (b) the termination is not in accordance with any other requirement of this section."

3.4 *INDUSTRIAL RELATIONS ACT 1996*

The *Industrial Relations Act 1996* enables certain employees specified in section 8 of the Act to make an application to the Industrial Relations Commission in respect of a claim that their dismissal or threatened dismissal from employment has been or will be harsh, unreasonable or unjust.

3.5 DIRECTED TRANSFER APPEAL PROCEDURE

Employees, who decline to accept a proposed transfer in terms of S116 of the Act, may apply for a review to the Directed Transfer Review Committee. The Review Committee will recommend an appropriate course of action to the HAC thus allowing the HAC to determine whether or not to direct a transfer under the *Health Services Act 1997*.

No appeal to the Review Committee will be necessary where an employee refuses a proposed transfer requiring relocation of residence.

Where the HAC accepts a recommendation by the Review Committee not to transfer an employee, the Health Service is to ensure that the redeployment process continues with the employee's priority status remaining unchanged.

Where the HAC certifies that no valid reason exists for an employee to refuse a proposed transfer, and the HAC directs the transfer of the employee, the Health Service may terminate the employee should the employee continue to refuse the transfer.

3.5.1 The Directed Transfer Review Committee

will meet on as required and comprise the Director, Employee Relations Department of Health (the Convenor); a senior HR Manager from the relevant Health Service; a relevant union representative and an independent Chief Executive Officer (or his/her nominated Executive Officer) from a Health Service not involved in the transfer;

the Convenor may call for additional committee members or information where special circumstances of an employee's employment situation require further consideration;

will review the circumstances surrounding the proposed transfer on the basis of all relevant information, including all written applications and will have full regard to the advertised essential criteria for the position as well as the employee's reasons for declining the proposed transfer;

will recommend an appropriate course of action to the Director-General in his/her capacity as the HAC in order that he/she may determine whether or not to direct a transfer under the *Health Services Act 1997*. The HAC decision will be final, but subject to the *Industrial Relations Act 1996*; and

will advise the employee and the relevant Health Service in writing of the HAC decision within 10 working days of the committee's meeting date.

3.5.2 Lodging an Appeal regarding a Directed Transfer

Employees not wishing to accept a proposed transfer will be required to:

lodge their review application with Human Resources Services, Employee Relations, NSW Health Department, within 14 days of the date of formal advice of the proposed transfer;

notify the Health Service in writing that they are lodging an application with the Review Committee for review of a proposed transfer; and

provide the committee with an outline of the position to which the proposed transfer applies (a current position description or copy of the advertisement), resume (or CV) and reasons why the transfer is unreasonable, unfair or unjust.

Health Services will be required to:

ensure that the displaced/excess employee is fully conversant with the consequences of the role of the Review Committee and possible outcomes of their application to review the transfer;

provide the displaced/excess employee with meaningful work pending the outcome of the employee's application for review with the Review Committee; and

provide a brief detailing the background to and reasons for the proposed transfer of the particular employee or group of employees if applicable.

3.5.3 Transfer Assistance

Where a displaced/excess employee is required to relocate his/her residence as a result of accepting a directed transfer, he/she may, prior to the transfer, submit a claim for reimbursement of reasonable expenses to the Chief Executive Officer of the employing Health Service for approval.

SECTION FOUR - SALARY MAINTENANCE

4.1 Public Health System/Ambulance Service Employees

Where displaced/excess Health Service or Ambulance Service employees are redeployed to a position outside the public health system or Ambulance Service which attracts a lower rate of pay, salary maintenance provisions that applied with the Health Employer may not apply in the new location.

The Government's general policy on Managing Displaced Employees states that where a displaced employee seeks and obtains permanent redeployment in another NSW public sector organisation he/she is entitled to salary maintenance of only 12 months from the date the employee is advised that he/she is displaced.

Premier's Department reserves the right to give approval for accruing rights or benefits to be retained upon transfer. Nevertheless, wherever possible, a displaced/excess employee should be redeployed to a position of equivalent grade or salary.

The Premier's Department has approved of the following salary maintenance provisions applying to employees while they remain within the public health system or the Ambulance Service:

- 4.1.1 For the purposes of this Circular "salary" shall mean salary plus allowances prescribed in the relevant industrial instrument to count as salary for overtime, shift and public holiday penalties and for superannuation in the nature of salary only. Any dispute as to whether an allowance is an "allowance in the nature of salary" should be forwarded to the Department's Employee Relations Division for consideration, and if necessary, discussion with the appropriate union.
- 4.1.2 An employee whose salary does not exceed the maximum rate payable from time to time for Grade 10, Administrative and Clerical Division of the NSW Public Service (currently \$65,019 per annum) and whose positions became redundant and who is subsequently employed on a supernumerary basis or is appointed to a position carrying a salary below his/her substantive rate is to retain his/her present salary indefinitely. This includes all economic and non-economic benefits which refers to all award, enterprise agreement or Department determined increases applying to the salary point of the classification used for salary maintenance.
- 4.1.3 An Employee whose salary exceeds the maximum rate payable from time to time for Grade 10, Administrative and Clerical Division of the NSW Public Service (currently \$65,019 per annum) and whose position becomes redundant and who is subsequently employed on a supernumerary basis or is appointed to a position carrying a salary below his/her substantive rate is to retain his/her present salary for a period of three (3) years, effective from the date the employee is declared in writing to be excess to requirements or after the date of appointment, whichever is the earlier. This includes all economic and non-economic benefits which refers to all award, enterprise agreement or Department determined increases applying to the salary point of the classification used for salary maintenance.

At the end of this period and subject to 4.4 below, the employee's salary will be reduced to the salary applicable to the position to which he/she is appointed or placed or employed on a supernumerary basis.

- 4.1.4 If after expiration of the period referred to in 4.3, the position (including a supernumerary position) occupied by the employee at that time, has a salary prescribed by an industrial instrument, which is less than the maximum rate for Grade 10 (Administrative and Clerical Division of the Public Service), the employee shall be paid and continue to be paid indefinitely, a salary rate not less than the maximum of Grade 10 (Administrative and Clerical Division of the NSW Public Service).
- 4.1.5 The provisions of 4.1, 4.2, 4.3, 4.4 above are also to apply to positions effectively "downgraded" as a result of partial closure or other reorganisation within a Health Service, and to persons seeking alternative employment voluntarily, (as well as being placed by the various mechanisms available) where their job has been declared redundant or there has been a change of responsibility affecting the value of the job.
- 4.1.6 At the completion of the 3-year salary maintenance period a displaced/ excess employee can be directed to any vacant position, either permanently or temporarily, which provides worthwhile and meaningful work and duties of which they are capable of performing.

While displaced/excess employees remain entitled to relevant, conditions of employment, such entitlements would not necessarily extend to any special conditions (eg. use of a motor vehicle for private purposes) which the employee may have enjoyed in the former deleted position. However, if the employee is redeployed to a position that has different conditions, then those conditions will apply from the date of commencement in the new position.

SECTION FIVE - VOLUNTARY REDUNDANCY

5.1 GENERAL

Voluntary redundancies are offered to individuals as a result of their position no longer being required by the employer, and there not being any likelihood of redeployment to another position within the public health system.

Voluntary redundancy will be offered in cases where the Health Employer, following consultation with the relevant unions, consider it impracticable to retrain the displaced/excess employee for the purpose of redeployment and the knowledge and skills of the employee in the deleted position/job are not in demand.

Voluntary redundancy may be appropriate when:

- (a) a facility is to close, and/or functions associated with the positions/jobs at a facility are discontinued including situations in which the position/job is moved to a substantially different work location, other than as a result of market testing and contracting out; or
- (b) restructuring within an organisation has resulted in a loss of positions/jobs and no other suitable positions are available.

Voluntary redundancy generally would only be offered in cases as outlined above. However, in some special circumstances a more general program of voluntary redundancy may be appropriate, given the numbers, occupations and locations of positions/jobs affected by the changes.

Displaced/excess employees are to be advised of the range of services, and information sources available to them to enable to make informed decisions regarding their future;

The services and information sources may include, but are not limited to:

counselling services;
information on superannuation and financial entitlements;
organisation contacts;
WMC services; and
relevant union(s) contacts;

If an offer of voluntary redundancy is not accepted, displaced/excess employees must participate in the public health system redeployment program.

After reasonable redeployment efforts have been made, the organisation should consider the possibility of permanently exchanging positions/jobs between excess/displaced employees who have declined voluntary redundancy and other employees who are not affected, but who have indicated that they would accept voluntary redundancy.

Health Employers are required to complete the form at Appendix B on a six monthly basis and forward it to Human Resources Services, Employee Relations.

5.2 APPROVAL TO OFFER VOLUNTARY REDUNDANCY

Chief Executive Officers are delegated with authority to formally offer employees voluntary redundancy, subject to the provisions in Section 1.4.

5.3 VOLUNTARY REDUNDANCY PACKAGE

Employees who accept voluntary redundancy are entitled to the following payments, at ordinary rates of pay:

four weeks notice or payment in lieu; and

an additional one week's notice or pay in lieu for employees aged 45 years and over with 5 or more years of completed service; and

pro rata annual leave loading (or shift penalties, if applicable) in respect of leave accrued at the date of termination; and

accrued annual leave loading.

Additional Severance Payment Component

All employees who accept voluntary redundancy and who leave the organisation on or after 2 October 1997 are also entitled to severance pay based on one period of continuous service at the rate of 3 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.

This formula applies irrespective of whether that service was full-time, part-time or a combination of both. The calculation and payment of service is treated in the same way in which long service leave is calculated and paid, including the calculations that consist of combinations of part-time/full-time service or vice versa and using only 13 years continuous service, whichever period is the most advantageous to the employee;

Additional Voluntary Redundancy Acceptance Payment

Those employees who accept an offer of voluntary redundancy within 2 weeks of the offer being made, or with an extension of up to 4 weeks at the discretion of the employer, and terminate employment within the time nominated by the employer, will be entitled to the following additional payment at employee's ordinary rate of pay:

Less than 1 year of service: 2 weeks pay

1 year and less than 2 years of service: 4 weeks pay

2 years and less than 3 years of service: 6 weeks pay

3 years of service and over: 8 weeks pay

Superannuation Benefit

In addition, employees accepting voluntary redundancy may be entitled to the benefit allowable as a contributor to a retirement fund. The State Superannuation Advisory Board (SAA) can be contacted on telephone (02) 9238 5666 for further advice.

5.4 DETERMINING SERVICE FOR THE PURPOSES OF CALCULATING VOLUNTARY REDUNDANCY PAYMENTS

5.4.1 Continuous Service

Under the provisions of Schedule 5A of *Public Sector Management Act* and 1988 continuous service in public sector organisations is recognised for voluntary redundancy purposes, provided no previous redundancy payment has been made for this service.

That schedule states that:

"Public Sector Service means:

- (a) The Public Service; or
- (b) The Education Teaching Service; or
- (c) The Police Service; or
- (d) The service of a declared authority or of a statutory body representing the Crown; or
- (e) The service of either House of Parliament, or the President or Speaker, or the President and Speaker; or
- (f) Any other service of the Crown; or

- (g) The service of an Area Health Service, Statutory Health Corporation or Affiliated Health Organisation under the *Health Services Act 1997*; or
- (h) Repealed;
- (i) The service of any other person or body constituted by or under an Act or exercising public functions (such as a State owned corporation), being a person or body that is prescribed, or that is of a class prescribed, for the purposes of this paragraph."

5.4.2 Service Regarded As Being Continuous

For the purpose of calculating the severance payment component, an employee's service may be regarded as being 'continuous' where the employee has accepted a new position with another public sector organisation prior to resigning from their current employer, provided that any period of leave or a break in service prior to taking up duty with the new employer does not exceed 2 months.

5.4.3 Service Not Regarded As Continuous

In the case of redundancy, any break in public sector employment, other than as prescribed in 5.4.2 above, is classed as a break in service and therefore not deemed continuous for severance pay entitlements.

5.5 EFFECT OF LEAVE WITHOUT PAY AND MATERNITY LEAVE IN THE CALCULATION OF SEVERANCE PAYMENTS

Periods of unpaid maternity leave and leave without pay are not considered a "break in service", although the period of such leave is deducted from the total period of continuous service for the purpose of calculating the amount payable. Paid maternity leave counts as service for all forms of leave in calculation of severance payments. Maternity leave on half pay is paid leave taken at a reduced rate and counts as service on a pro-rata basis.

Leave without pay counts for service in the same circumstances as for long service leave, as follows:

employees with less than 10 years' service: LWOP will not be accepted as part of completed years of service;

employees who have completed at least 10 years' service: LWOP for periods not exceeding six months taken after 1 January 1973 will be accepted as part of completed years of service.

5.6. TAXATION

To assist in the calculation of taxation on voluntary redundancy payments, the following information is provided:

(i) Unpaid Salary

Any unpaid salary is taxed at the employee/s normal rate of tax.

(ii) Unused Annual Leave/Annual Leave Loading

Payment for any unused annual leave and annual leave loading due (that is, any leave loading above the tax-free threshold of \$320.00) is taxed at the rate of 30% plus the Medicare levy (1.5%) for the 1999/2000 year rounded to the nearest 5 cents.

(iii) Long Service Leave

5% of the payment of long service leave accumulated prior to 15 August 1978 is assessable at a flat rate of 30%.

100% of the payment of long service leave accumulated after 15 August 1978 is taxed at 30% plus the Medicare levy (1.5%).

(iv) Severance Pay

The severance payment (i.e. 3 weeks for each year of service plus 4 weeks pay in lieu of notice plus up to 8 weeks depending on years of service) portion of the bona fide redundancy payment is tax-free up to a limit calculated according to years of service of the employee.

The Taxation Office has advised that the tax-free limit, in accordance with subsection 27A(20) of the *Income Tax Assessment Act 1936*, for payments made in the financial year commencing 1 July 1999 is:

\$4858+ \$2,429 for each complete year of service.

This level is indexed each year in line with movements in Average Weekly Ordinary Time Earnings.

If the bona fide redundancy payment is more than the tax-free limit for the employee, the displaced/excess part of the payment is taxed as an ETP (Refer to the Taxation Department Guide for Employers "Eligible Termination Payments").

5.7 TRAINING ASSISTANCE FOR EMPLOYEES ACCEPTING VOLUNTARY REDUNDANCY

Employees accepting voluntary redundancy are entitled to reasonable assistance in seeking alternative employment or additional vocationally relevant knowledge and skills that are in demand in the broader community. Health Services are responsible for advising employees who are considering voluntary redundancy on how to access:

- (a) counselling, training and retraining services; and
- (b) reimbursement that is available for certain expenses incurred for these services.

However, it is to be expected that not all employees taking a voluntary redundancy will access all of the available services.

Assistance provided under the voluntary redundancy package includes:

- access to counselling;
- access to career transition, retraining opportunities and occupational information;
- advice on access to professional assessment to assist in determining vocational skills, aptitudes and interests;
- information on programs to upgrade existing skills or acquire new skills, including provision for payment of fees, training allowances, books and equipment;
- access to assistance with job search, including reasonable time for job seeking, resume preparation and interview skills before merit selection processes occur; and
- access to assistance with trade/skill certification.

5.8 REIMBURSEMENT OF COUNSELLING AND TRAINING COSTS

From 1 July 1996 the Premier's Department devolved the responsibility for the provision of counselling and training services to individual agencies.

Subject to the production of receipts, Health Employers are responsible for reimbursing employees who have accepted voluntary redundancy for approved expenses associated with:

vocational and change management counselling, either in group or individual sessions;

workshops or individual assistance with job-seeking skills, interview techniques and resume preparation;

reasonable training to upgrade existing skills or acquire new skills, including courses run by universities, TAFE colleges, community colleges and private providers;

trade tools required for alternative employment (when tools were previously provided by the employing organisation);

certification eg trade tests and licensing;

compulsory membership fees related to course attendance, including student activity fees, institution service and administration fees;

compulsory books and equipment;

special clothing or footwear if required for the training courses;

fares: travel costs assessed as necessary to attend training courses;

assistance with removal costs to gain employment;

interpreting services;

child care as required to enable the employee to attend training courses;

out of pocket expenses not covered in any of the above-mentioned categories; and

special needs, assessed on an individual basis.

Health Employers are encouraged to design individual programs having regard to the items listed above. Employees accepting voluntary redundancy may accumulate expenses for such items for a period of up to one year from their last day of duty.

Reimbursement may be up to \$5,000 per person subject to agreement in writing of an individual action plan to be signed by both the employer and employee. The agreement should clearly indicate the training/retraining/equipment for which the redundant employee will seek reimbursement.

Action plans can be changed only with the written agreement of the Health Employer. Health Employers may, in special cases, exercise discretion to pay for costs in advance upon production of appropriate receipts.

5.9 RE-EMPLOYMENT FOLLOWING ACCEPTANCE OF VOLUNTARY REDUNDANCY

Employees who receive severance payments under this arrangement, are required to sign an undertaking that should they obtain employment in any capacity (including employment in a temporary, part-time or consultancy capacity) in the NSW Public Sector within the period to which the severance payment applied, they will refund to the Public Sector organisation that made the payment, that portion which applies to the period of re-employment, prior to commencing employment with the Public Sector organisation.

For example, where an employee has more than 13 years continuous service they would be required to refund that part of the 39 weeks plus the 8 weeks additional payment (not including the 4 weeks in lieu of notice or payment in lieu) which is not exhausted at the time they return to work in the NSW Public Sector. If such an employee received a severance payment of 47 weeks (excluding the 4 weeks notice)

3. QUALIFICATIONS, SKILLS and EXPERIENCE

Please provide a brief summary of your major qualifications, skills or work experience in the space provided below:

SUMMARY OF QUALIFICATION SKILLS AND EXPERIENCE

I agree to the above qualifications, skills and experience details being circulated to all public sector agencies for redeployment or recruitment purposes.

Signature: _____ Date: _____

4. INFORMATION FOR STATISTICAL PURPOSES

The following information is required for statistical purposes only.

DATE OF BIRTH: _____

Completion of the following section is voluntary. The information is required for statistical purposes. It will remain confidential to the Workforce Management Centre and will not be disclosed to prospective employers. (Please Circle):

Are you a person from a racial, ethnic or ethno-religious minority group? YES NO
 Are you of Aboriginal or Torres Straight Islander descent? YES NO
 Are you a person with a disability? YES NO

5. TO BE COMPLETED BY CHIEF EXECUTIVE OFFICER OR APPROVED DELEGATE

I certify that the above information on _____ is correct and this employee is available for redeployment from _____ and cannot be correctly transferred to other alternative employment within this agency. It is also confirmed that this employee is not subject to any substandard or other performance issues.

SIGNATURE: _____ POSITION: _____

AGENCY: _____

ADDRESS: _____

AGENCY CONTACT: _____ POSITION: _____

TELEPHONE NO: _____ FAX NO: _____

AGENCY CHECKLIST 1. Skills summary completed: 2. If applicable, Statement of special needs or restriction of type of work attached: 3. Registration details checked: 4. Current resume attached: 5. Signed by CEO/Delegate and displaced employee:	FORWARD TO: Workforce Management Centre Level 23, Governor Macquarie Tower 1 Farrer Place SYDNEY NSW 2000 Telephone: 9228 4766 Fax: 9228 4059
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APPENDIX B

SERVICE

.....HEALTH

VOLUNTARY REDUNDANCY RETURN FOR SIX MONTH PERIOD ENDING 30/06 or 31/12 (Please delete as appropriate)

EMPLOYEES NAME	CLASSIFICATION	GENDER M/F	LAST DAY OF DUTY	DATE OF BIRTH	ABORIGINAL/ RACE, ETHNIC OR ETHNO- RELIGIOUS GROUP	SALARY PER ANNUM	AMOUNT OF VR PACKAGE (EXCL LEAVE)	RURAL RESTRUCTURING RATIONALISATION OF SERVICE ETC

R. P. BOLAND J.

Printed by the authority of the Industrial Registrar.

(051)

SERIAL C4266

HEALTH EMPLOYEES' GENERAL ADMINISTRATIVE STAFF (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6393 of 2005)

Before The Honourable Justice Boland

16 December 2005

AWARD

Arrangement

PART A

Clause No.	Subject Matter
6.	Anti-Discrimination
7.	Area, Incidence and Duration
2.	Conditions of service
1.	Definitions
5.	Dispute Resolution
3.	No Extra Claims
4.	Salaries and Wages

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Definitions

"Corporation" means the Health Administration Corporation of New South Wales.

"Health Service" means an Area Health Service constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act 1997*.

"Union" means the Health Services Union.

2. Conditions of Service

The Health Employees Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

3. No Extra Claims

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum.

4. Salaries and Wages

Employees shall be paid not less than as set in Table 1-Salaries, of Part B, Monetary Rates.

5. Dispute Resolution

The dispute resolution procedures contained in the Health Employees Conditions of Employment (State) Award, as varied, shall apply.

6. Anti-Discrimination

- (i) It is 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.
- (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 b56(d) of the *Anti-Discrimination Act 1977* provides:

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

7. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees General Administrative Staff (State) Award published 6 November 1998 (307 IG 44) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

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

Grades	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
GENERAL ADMINISTRATIVE STAFF			
Grade 1	708.40	736.70	766.20
Grade 2	736.90	766.40	797.10
Grade 3	763.00	793.50	825.20
Grade 4	788.80	820.40	853.20
Grade 5	802.40	834.50	867.90
Grade 6	828.40	861.50	896.00
Grade 7	856.80	891.10	926.70
Grade 8	905.80	942.00	979.70
Grade 9	988.00	1,027.50	1,068.60
Grade 10	1,019.60	1,060.40	1,102.80
Grade 11	1,070.60	1,113.40	1,157.90
Grade 12	1,145.70	1,191.50	1,239.20
Grade 13	1,228.30	1,277.40	1,328.50
Grade 14	1,306.40	1,358.70	1,413.00
Special Grade - R.P.A Services Manager	1,349.30	1,403.30	1,459.40
Special Grade - R.P.A Supply Manager	1,631.40	1,696.70	1,764.60

R. P. BOLAND J.

Printed by the authority of the Industrial Registrar.

(723)

SERIAL C4291**HEALTH EMPLOYEES' PHARMACISTS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Service Union, industrial organisation of employees.

(No. IRC 6398 of 2005)

Before The Honourable Justice Boland

16 December 2005

AWARD**Arrangement****PART A**

Clause No.	Subject Matter
7.	Anti-Discrimination
8.	Area, Incidence and Duration
2.	Competency Criteria
4.	Conditions of Service
1.	Definitions
6.	Dispute Resolution
5.	No Extra Claims
3.	Salaries

PART B**MONETARY RATES**

Table 1 - Salaries

PART A**1. Definitions**

"Union" means the Health Services Union.

"Corporation" means Health Administration Corporation of New South Wales.

"Director of Pharmacy" means a pharmacist who has been appointed as such in a pharmacy department of a hospital.

"Deputy Director of Pharmacy" means a pharmacist who is appointed as such to an established position approved by the Health Administration Corporation and whose function is to assist the Director of Pharmacy in the administration of the Department.

"Employer" means the Health Administration Corporation of New South Wales, Health Service or Hospital.

"Health Service" means an Area Health Service constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act, 1997*.

"Pharmacist" means a person who is registered as a practicing pharmacist under the *Pharmacy Act 1964*.

A Pharmacist who has after registration not less than three years experience in hospital pharmacy and can demonstrate competency in at least one of the essential competency criteria and 3 other competency criteria will be classified as a Pharmacist Grade 2.

Provided that Pharmacists paid at the eight year of service rate immediately prior to transfer to this structure shall not be eligible for incremental progression unless they meet the criteria for appointment to Grade 2.

"Pharmacist Grade 3" means a Pharmacist who is responsible to the Director of Pharmacy or Deputy Director of Pharmacy for the management and efficient performance of a specific unit or function of the hospital's pharmacy Department. Such appointment shall only be made where the hospital employs at least 5 Pharmacists or a Director of Pharmacy Group 5 Hospitals and Deputy Director of Pharmacy Group 3 Hospitals

"Pharmacist Grade 4" Director of Pharmacy Group 4 Hospitals and Deputy Director of Pharmacy Group 2 Hospitals.

"Pharmacist Grade 5" Director of Pharmacy Group 3 Hospitals and Deputy Director of Pharmacy Group 1 Hospitals.

"Pharmacist Grade 6" Director of Pharmacy Group 2 Hospitals.

"Pharmacist Grade 7" Director of Pharmacy Group 1 Hospitals.

"Group 1 Hospitals"

- (a) Gosford Hospital, John Hunter Hospital, St Vincents (Darlinghurst), Royal North Shore, St George and Concord.
- (b) Westmead, Royal Prince Alfred (including Balmain and Rachel Forster), Prince Henry and Prince of Wales Group (includes Sydney Children's Hospital)

"Group 2 Hospitals" - Newcastle Mater Misericordiae, New Children's Hospital (Westmead), Liverpool, Nepean, Wollongong Hospitals, Blacktown/Mt Druitt, Bankstown/Lidcombe, Macarthur Health Service.

"Group 3 Hospitals" - Coffs Harbour, Wagga Wagga Base, Sutherland, Tamworth Base Hospital, Rozelle, Canterbury, Lismore, Ryde, Hornsby, Fairfield, Dubbo Base.

"Group 4 Hospitals" - Manly, Auburn, Balmain, Sydney, Royal Newcastle, Albury, Wyong, Blue Mountains/Katoomba, Griffith Base, Orange, Bathurst Base, Shellharbour, Shoalhaven, Gladesville/Macquarie, Armidale, Tweed Heads/Murwillumbah,

"Group 5 Hospitals" - Belmont, Cessnock, Maitland, Kurri Kurri, Muswellbrook, Neringah, Royal Ryde Rehabilitation, Royal South Sydney, War Memorial Waverley, Bowral, Cootamundra, Manning River Base, Kempsey, Wauchope, Young, Goulburn Base Hospital, Bulli, Casino, Kyogle, Grafton, Mona Vale, Cowra, Royal Hospital for Women, Parkes/Forbes, Lithgow, Condobolin, Inverell, Moree/Narrabri, Glen Innes.

2. Competency Criteria

Essential:

- (i) Postgraduate qualifications in either Diploma of Hospital Pharmacy, Diploma of Clinical Pharmacy or any other relevant postgraduate qualifications and a minimum of 6 months experience in the relevant specialty. Relevant areas of specialty practice may include but should not be limited to: Liaison Pharmacy, Clinical Trials, Research and/or Project Coordinator, Information Technology, Oncology, Nutritional Support, Paediatrics, Critical Care; or

- (ii) In the case of a Pharmacist who does not hold a post graduate qualification and has had, after registration, not less than 3 years experience in hospital pharmacy including not less than 12 months, experience in the relevant specialty acceptable to the Area Health Service.; or
- (iii) Be able to demonstrate a higher level of performance in clinical pharmacy practices as defined by at least meeting the standards in the document published by Society of Hospital Pharmacists of Australia in 1996 to the satisfaction of the Director of Pharmacy and equivalent Director of Pharmacy from another Area Health Service and if necessary, another Pharmacist nominated by the employing Area Health Service.

Other:

- (a) An ability to demonstrate a record of participation in teaching programs with other Pharmacists and/or University students, community health, nursing staff or other health care providers.
- (b) Demonstrated ability to supervise other Pharmacy staff and be responsible for the supervision of other Pharmacists.
- (c) A record of significant contribution to quality assurance activities (e.g. being responsible for the implementation of maintenance of a quality assurance program)
- (d) Participation in institutional committees relevant to the profession such as drug, nursing/pharmacy, infection control or quality assurance committees.
- (e) Display judgment and demonstrate initiative and independence in problem solving.
- (f) Be able to demonstrate active participation in research, presentation and publication of research results in peer review journals

3. Salaries

Employees shall be paid not less than the minimum salaries as set out in Table 1 of Part B.

4. Conditions of Employment

The Health Employees Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

5. No Extra Claims

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum.

6. Dispute Resolution

The dispute resolution procedure contained in the Health Employees Conditions of Employment (State) Award shall apply.

7. Anti-Discrimination

- (i) It is 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.

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."

8. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Pharmacists (State) Award published 6 November 1998 (307 IG 21) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

PART B
MONETARY RATES

Table 1 - Salaries

Classification	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
PHARMACISTS			
Grade 1-Unregistered	847.40	881.30	916.60
GRADE 1			
1st year	899.60	935.60	973.00
2nd year	961.20	999.60	1,039.60
3rd year	1,027.60	1,068.70	1,111.40
4th year	1,146.20	1,192.00	1,239.70
5th year	1,183.20	1,230.50	1,279.70
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
GRADE 3			
Senior Pharmacist			
Director of Pharmacy- Group 5 Hospital			
Deputy Director of Pharmacy-Group 3 Hospital			
1st year	1,500.00	1,560.00	1,622.40
2nd year	1,541.60	1,603.30	1,667.40
GRADE 4			
Director of Pharmacy - Group 4 Hospital			
Deputy Director of Pharmacy-Group 2 Hospital			
1st year	1,541.60	1,603.30	1,667.40
2nd year	1,593.90	1,657.70	1,724.00
GRADE 5			
Director of Pharmacy - Group 3 Hospital			
Deputy Director of Pharmacy-Group 1 Hospital			
1st year	1,642.50	1,708.20	1,776.50
2nd year	1,683.80	1,751.20	1,821.20
GRADE 6			
Director of Pharmacy - Group 2 Hospital			
1st year	1,803.90	1,876.10	1,951.10
2nd year	1,848.90	1,922.90	1,999.80

GRADE 7			
Director of Pharmacy- Group 1 Hospital			
Group A - 1st year	1,943.90	2,021.70	2,102.60
Group A - 2nd year	1,991.10	2,070.70	2,153.50
Group B - 1st year	2,037.60	2,119.10	2,203.90
Group B - 2nd year	2,084.70	2,168.10	2,254.80
Fellowship Allowance	28.80	30.00	31.20

R. P. BOLAND *J.*

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(1283)

SERIAL C4292

HEALTH EMPLOYEES' MEDICAL RADIATION SCIENTISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6399 of 2005)

Before The Honourable Justice Boland

16 December 2005

AWARD

Arrangement

PART A

Clause No.	Subject Matter
6.	Anti-Discrimination
7.	Area, Incidence and Duration
3.	Conditions of Service
1.	Definitions
5	Dispute Resolution
4	No Extra Claims
2.	Salaries

PART B

MONETARY RATES

Table 1 - Salaries and Allowances

PART A

1. Definitions

"ADA" means the adjusted daily average of occupied beds calculated in accordance with the following formula:

ADA = Daily Average + Neo-natal Adjustment + Non-inpatient Adjustment

Where:

Daily = $\frac{\text{Total Occupied Bed Days for the Period Less Unqualified Baby Bed Days}}{\text{Number of Days in the Period}}$
Average

Neo-natal = $\frac{\text{Total Bed Days of Unqualified Babies for the Period}}{2 \times \text{Number of Days in the Period}}$
Adjustment

Non inpatient = $\frac{\text{Total NIOOS Equivalents for the Period}}{10 \times \text{Number of Days in the Period}}$
Adjustment

Note: Total NIOOS Equivalents for the Period equals the individual NIOOS plus the equivalent number of Group NIOOS (Non-inpatient Group Sessions x 1.3) plus the equivalent number of Dental NIOOS (Non-inpatient Dental Flow x 3.8)

"Union" means the Health Services Union.

"Corporation" means Health Administration Corporation of New South Wales.

"Employer" means the Health Administration Corporation of New South Wales, health service or hospital.

"Health Service" means an Area Health Service constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act 1997*.

"Nuclear Medicine Technologist" means a person who has acquired a Bachelor of Applied Science in Medical Radiation Technology - Nuclear Medicine or equivalent qualifications recognised by the accreditation board of the Australian and New Zealand Society of Nuclear Medicine and who currently holds a radiation license under the Nuclear Control Act.

"Radiographer in Training" means a person who is undertaking a Bachelor of Applied Science in Medical Radiation Technology or equivalent qualification which will lead to recognition by the accreditation board of the Australian Institute of Radiographers.

"Radiographer" means a person who has acquired a Bachelor of Applied Science in Medical Radiation Technology or has equivalent qualifications recognised by the accreditation board of the Australian Institute of Radiographers.

"Medical Radiation Scientist (MRS)" are employees employed as radiographers and nuclear medicine technologists and who are classified into five levels as follows:

Level 1

MRS at this level are employed during their professional development year. Progression between Level 1 and Level 2 is automatic upon the completion of the professional development year.

Level 2

MRS at this level have completed their professional development year and are employed as either a radiographer or nuclear medicine technologist.

Level 3

MRS at this level perform complex clinical procedures and demonstrate a degree of competency in them which reflects a level of continuing education and/or practical expertise. The MRS has maintained a consistently high standard of practice within the profession and demonstrate proven problem solving skills. They contribute to the establishment of clinical protocols and the development of activities, techniques and procedures within the Department.

They demonstrate a level of expertise by performance or means such as tutoring in the clinical situation to either undergraduate, postgraduate students or other Health Professionals or by obtaining an appropriate post graduate qualification or has gained recognition as an acknowledged expert through publication or delivering technical papers at seminars and/or conferences and/or supervise the operations of a section of the department (specialist or general) and perform associated administrative duties.

Level 4

MRS at this level may manage a Department in a hospital of less than 200 ADA or be appointed to a designated position of Assistant Manager in a hospital. Employees shall not be eligible to progress to the second year of this level unless they manage a department in a hospital of over 100 ADA or its equivalent.

Level 5

Grade 1

MRS at this level will be appointed to manage a Radiography Department in a hospital of less than 300 ADA or manage a Nuclear Medicine Department in the following hospitals: St Vincent's Hospital, Liverpool Hospital, St. George Hospital.

Grade 2

MRS at this level will be appointed to manage a Radiography Department in a hospital of less than 500 ADA or manage a Nuclear Medicine Department in the following hospitals: Royal Prince Alfred Hospital, Westmead Hospital, John Hunter Hospital, Royal North Shore Hospital, Prince of Wales Hospital.

Grade 3

MRS at this level are appointed to manage a Radiography Department in a hospital of more than 500 ADA.

Grade 4

MRS at this level are appointed to manage the Radiography Departments in the following hospitals: Royal Prince Alfred Hospital, Westmead Hospital, Royal North Shore Hospital, St. Vincent's Hospital, Prince Henry/Prince of Wales Hospitals, Liverpool Hospital.

Note:

Provided that MRS paid at the eighth year of service immediately prior to transfer to this structure shall receive salary maintenance in accordance with Department of Health Policy Directive 2005-517 and will, with other eligible employees, be entitled to incremental progression when they meet the criteria for Level 3.

"Medical Radiation Therapist" means a person who has acquired a Bachelor of Medical Radiation Science (Radiation Therapy) / Bachelor of Applied Science (Medical Radiation Sciences) - Radiation Therapy; or has qualifications deemed equivalent by the Health Administration Corporation, and appointed to a Medical Radiation Therapist position.

Level 1

Radiation Therapists at this level are employed during their first year of graduation with a Bachelor of Medical Radiation Science (Radiation Therapy) or Bachelor of Applied Science (Medical Radiation Sciences) - Radiation Therapy, from a university course recognised by the Health Administration Corporation.

This may be their Professional Development Year. Progression between Level 1 and Level 2 is automatic, subject to (a) satisfactory performance; and (b) upon completion of either their first year of employment as a Medical Radiation Therapist or their Professional Development Year (which ever is applicable).

Radiation Therapists at this level shall develop an adequate level of patient care. They also have involvement in Occupational Health, Safety & Rehabilitation and Quality Assurance matters; and work in an environment where there are multidisciplinary teams.

Level 2

Radiation Therapists at this level have completed the requirements for progression from Level 1. Radiation Therapists at Level 2 and above shall have a high level of patient care and understanding towards the patient; involvement in Occupational Health Safety & Rehabilitation and Quality Assurance matters; and work in an environment where there are multi disciplinary teams.

Radiation Therapists operating at this level are required to demonstrate competency within the areas of patient treatment, planning and delivery, and active involvement/ participation in workplace in-services.

Level 3 - Grade 1

A Radiation Therapist may, after not less than the completion of 12 months service at Year 3, Level 2, apply to the Chief Radiation Therapist for personal progression to Level 3, Grade 1- Radiation Therapist Specialist. The application will be assessed by a panel of at least three Chief Radiation Therapists. The relevant Area Health Service may also establish such positions at Level 3, Grade 1 that it deems appropriate, from time to time.

Radiation Therapists seeking appointment at Level 3, Grade 1 shall be required to demonstrate a high level of knowledge and proficiency in treatment planning or delivery in at least two of the following:-

CNS;

Multifield junctional techniques (3 fields or more);

Mono isocentric techniques;

Conformal therapy;

Brachytherapy (both treatment and planning);

Radiosurgery/stereotactic;

Intensity Modulated Radiation Therapy;

Paediatric radiation therapy;

Complex radiation therapy techniques related to specific trials and protocols and development of techniques and commissioning of new pieces of equipment or significant contribution to quality improvement activities of the department;

Complex mould-room procedures;

3 Dimensional Treatment Planning; and

Clinical Review

The Union and the Corporation are free to bring forward new technologies and procedures as they develop, with a view to gaining agreement on their inclusion in the above-listed criteria.

In addition, Radiation Therapists at this level are expected to:

Demonstrate a record of participation in teaching programmes within and/or outside the place of work. This teaching may include undergraduate, postgraduate students, other health professionals, patients and their carers or the public in a field relevant to Radiation Therapy;

Demonstrate an ability to supervise and be responsible for other Radiation Therapists;

Demonstrate an ability to supervise and assess clinical experience of Radiation Therapy undergraduate students. Provide liaison between the Universities and the clinical setting; and

Be able to demonstrate active participation/involvement in research and development through associated reports, presentations, conferences, publications; or workplace in-services.

Level 3 - Grade 2

A Radiation Therapist may, after not less than the completion of 12 months service at Level 3, Grade 1 Year 2, apply to the Chief Radiation Therapist for personal progression to Level 3, Grade 2 (Year 2) - Radiation Therapist Consultant and will be assessed by a panel of at least three Chief Radiation Therapists.

The relevant Area Health Service may also establish such positions at Level 3, Grade 2 (Radiation Therapist Consultant) that it deems appropriate, from time to time.

Radiation Therapist Consultants have clinical expertise related to specific areas of radiation therapy eg. Paediatric specialty, stereotactic radiosurgery, clinical review, counselling, head and neck cancers, genitourinary cancers etc and may be called on in an advisory capacity to assist other Radiation Therapists with difficulties encountered within specific situations relating to their area of expertise.

The Radiation Therapist Consultant will be expected to demonstrate their expertise through the development and maintenance of protocols, delivery of in-services and presentation of papers related to their area of expertise at departmental level and at conferences at national or international level.

In addition to the criterion for Level 3 Grade 1, the Radiation Therapist must be able to demonstrate expertise in 2 further speciality areas, or one further speciality area and an appropriate postgraduate qualification.

The Level 3 Grade 2 Radiation Therapist should also demonstrate an increased involvement in teaching and presentations/publications.

Applicants should have substantiated reports by Senior Radiation Therapists (Level 4 or above) and/or Radiation Oncologists. The reports should focus on the expertise, judgment, and provision of advice by the applicant, together with the impact on services provided by the Radiation Therapy department arising from the work of the applicant. A minimum of two reports should be included and at least one must be from a Radiation Therapist. This wider acknowledgment of their expertise may be in publications in peer-reviewed journals.

Radiation Therapy Level 3 Grade 2 positions may also be established as Radiation Therapist - Education.

A position of Radiation Therapist - Education is responsible to the Chief Radiation Therapist for the identification, provision and delivery of continuing education for Radiation Therapists, with both clinical and general management components; and for the co-ordination and appropriate service delivery of the tutor function for undergraduates/trainees on clinical placement and Radiation Therapists in their Professional Development Year.

Level 4

Level 4-Grade 1

A Radiation Therapist at this level would manage the operations of a section or functional unit of a Radiation Therapy Department and discharge associated administrative duties.

A section or unit within this level is a single treatment machine where the managers would be responsible for the administrative detail, such as day to day running, throughput and patient care, patient scheduling, as well as immediate staffing. A section or unit may also relate to sections within the treatment planning area. These sections may include, but are not limited to simulator, mould room and planning room.

Level 4 Grade 2

A Radiation Therapist at this level would manage an area of a Radiation Therapy Department in a facility with at least 3 Linear Accelerators, such as treatment planning or treatment delivery. In a Department of 2 Linear Accelerators or less, it may be appropriate to have only one position at this level, but the focus of the position will be the decision of the relevant Area Health Service.

The Radiation Therapist in this position would be responsible for the overall Quality Assurance, organisation, activities and maintenance of standards within the particular area in conjunction with the Chief Radiation Therapist and Deputy Chief Radiation Therapist.

The area referred to in this level would include a number of the sections or units, such as all the treatment machines and the total planning area. The manager of an area would have responsibility for the overall organisation of the designated area and be responsible for tasks such as coordinated implementation of existing

and new techniques, overall waiting list management, ensuring planning and treatment resources are used in the most effective manner, etc.

Level 5

A Radiation Therapist at this level is a Chief Radiation Therapist who manages a department with one Linear Accelerator. The Chief Radiation Therapist has ultimate responsibility for service standards patient throughput, continuing education, research, training of radiation therapy staff and students; liaison with appropriate universities and with relevant other bodies; or

A Deputy Chief Radiation Therapist who assists in the management of a Radiation Therapy department with two or more Linear Accelerators.

Level 6

A Radiation Therapist at this level manages a Radiation Therapy department of two or more Linear Accelerators. The Chief Radiation Therapist has ultimate responsibility for patient service standards and patient throughput, continuing education, research, training of radiation therapy staff and students; liaison with appropriate universities and with relevant other bodies.

2. Salaries

Employees shall be paid not less than the following minimum salaries as set out in Table 1-Salaries and Allowances, of Part B, Monetary Rates.

3. Conditions of Service

The Health Employees Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

4. No Extra Claims

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum.

5. Dispute Resolution

The dispute resolution procedures contained in the Health Employees Conditions of Employment (State) Award, as varied, shall apply.

6. Anti-Discrimination

- (i) It is 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.

NOTES -

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

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

7. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Medical Radiation Scientists (State) Award published 6 November 1998 (307 IG 63) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

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

Classification	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
MEDICAL RADIATION SCIENTISTS			
Radiographer in Training	630.60	655.80	682.00
Level 1	774.00	805.00	837.20

Level 2			
1st year of service	798.40	830.30	863.50
2nd year of service	885.90	921.30	958.20
3rd year of service	978.10	1,017.20	1,057.90
4th year of service	1,024.20	1,065.20	1,107.80
Level 3			
1st year of service	1,077.10	1,120.20	1,165.00
2nd year of service	1,170.60	1,217.40	1,266.10
Level 4			
Grade 1	1,206.80	1,255.10	1,305.30
Grade 2	1,283.40	1,334.70	1,388.10
Level 5			
Grade 1	1,366.60	1,421.30	1,478.20
Grade 2	1,459.50	1,517.90	1,578.60
Grade 3	1,544.30	1,606.10	1,670.30
Grade 4	1,587.40	1,650.90	1,716.90

Allowances - Medical Radiation Scientists only

Provided that a Radiographer who is the holder of a Fellowship of the Australian Institute of Radiography shall be paid the following weekly allowance:

Fellowship Allowance	27.40	28.50	29.60
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Where a Chief Radiographer provides a weekly service to another hospital or hospitals and is not entitled to an adjustment to a higher salary rate for this service, he/she shall be paid the following allowance:

Chief Radiographer- Serving other hospitals	36.60	38.10	39.60
MEDICAL RADIATION THERAPISTS			
Level 1			
1st Year of service & thereafter	816.70	849.40	883.40
Level 2			
1st Year of service	847.40	881.30	916.60
2nd Year of service	961.20	999.60	1,039.60
3rd Year of service	1,093.00	1,136.70	1,182.20
4th Year of service	1,146.20	1,192.00	1,239.70
Level 3			
Grade 1			
1st Year of service	1,183.20	1,230.50	1,279.70
2nd Year of service	1,272.60	1,323.50	1,376.40
Grade 2			
1st Year of service	1,272.60	1,323.50	1,376.40
2nd Year of service	1,351.90	1,406.00	1,462.20
Level 4			
Grade 1	1,425.90	1,482.90	1,542.20
Grade 2	1,500.00	1,560.00	1,622.40

Level 5			
1st Year of service	1,541.60	1,603.30	1,667.40
2nd Year of service	1,593.90	1,657.70	1,724.00
Level 6			
1st Year of service	1,848.90	1,922.90	1,999.80
2nd Year of service	1,898.70	1,974.60	2,053.60

Note: For Medical Radiation Therapists there shall be no additional monetary compensation for holding additional qualifications, payment of a fellowship allowance, or the like

R. P. BOLAND *J.*

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SERIAL C4294**HEALTH EMPLOYEES' COMPUTER STAFF (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union , industrial organisation of employees.

(No. IRC 6401 of 2005)

Before The Honourable Justice Boland

16 December 2005

AWARD**Arrangement****PART A**

Clause No.	Subject Matter
6.	Anti-Discrimination
7.	Area, Incidence and Duration
3	Conditions of Service
1.	Definitions
5.	Dispute Resolution
4.	No Extra Claims
2.	Salaries

PART B**MONETARY RATES**

Table 1 - Salaries

PART A**1. Definitions**

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have their respective meaning assigned to them:

"Corporation" means the Health Administration Corporation of New South Wales.

"Employer" means the Health Administration Corporation of New South Wales, Health Service or Hospital.

"Health Service" means an Area Health Service constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act, 1997*.

"Union" means the Health Services Union.

2. Salaries

Employees shall be paid not less than as set in Table 1-Salaries, of Part B, Monetary Rates.

3. Conditions of Service

The Health Employees' Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

4. No Extra Claims

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum.

5. Dispute Resolution

The dispute resolution procedure contained in the Health Employees' Conditions of Employment (State) Award, as varied, shall apply.

6. Anti-Discrimination

- (i) It is 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.

NOTES -

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

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

7. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Computer Staff (State) Award published 6 November 1998 (307 IG 52) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
Computer Manager - Grade 1			
1st year	67,164	69,851	72,645
2nd year	69,184	71,951	74,829
3rd year	71,542	74,404	77,380
4th year	73,551	76,493	79,553
5th year	76,229	79,278	82,449
6th year	78,250	81,380	84,635
Computer Manager - Grade 2			
1st year	76,229	79,278	82,449
2nd year	78,250	81,380	84,635
3rd year	82,311	85,603	89,027
4th year	86,348	89,802	93,394
Analyst			
1st year	55,020	57,221	59,510
2nd year	56,740	59,010	61,370
3rd year	59,032	61,393	63,849
4th year	60,741	63,171	65,698
5th year	62,832	65,345	67,959
6th year and Thereafter	64,532	67,113	69,798
Senior Analyst			
1st year	67,164	69,851	72,645
2nd year	69,184	71,951	74,829
3rd year	71,542	74,404	77,380
4th year	73,551	76,493	79,553
5th year	76,229	79,278	82,449
6th year and Thereafter	78,250	81,380	84,635

Programming Supervisor			
1st year	62,832	65,345	67,959
2nd year	64,532	67,113	69,798
3rd year	67,164	69,851	72,645
Thereafter	69,184	71,951	74,829
Programmer			
1st year	44,238	46,008	47,848
2nd year	46,830	48,703	50,651
3rd year	49,755	51,745	53,815
4th year	55,020	57,221	59,510
5th year	59,032	61,393	63,849
Thereafter	60,741	63,171	65,698
Computer Operator - Grade 1			
1st year	32,634	33,939	35,297
2nd year	33,914	35,271	36,682
3rd year	34,771	36,162	37,608
Thereafter	35,635	37,060	38,542
Computer Operator - Grade 2			
1st year	36,864	38,339	39,873
2nd year	38,158	39,684	41,271
Thereafter	39,483	41,062	42,704
Senior Computer Operator - Grade 1			
1st year	41,895	43,571	45,314
2nd year	42,929	44,646	46,432
3rd year	44,238	46,008	47,848
Thereafter	45,334	47,147	49,033
Senior Computer Operator - Grade 2			
1st year	46,830	48,703	50,651
2nd year	47,980	49,899	51,895
3rd year	49,755	51,745	53,815
Thereafter	51,135	53,180	55,307
Field Implementation Officer			
1st year	46,830	48,703	50,651
2nd year	47,980	49,899	51,895
3rd year	49,755	51,745	53,815
4th year	51,135	53,180	55,307
Trainee Programmers			
1st year	31,718	32,987	34,306
2nd year	32,634	33,939	35,297
3rd year	33,914	35,271	36,682
4th year	34,771	36,162	37,608
5th year	35,635	37,060	38,542
6th year	36,864	38,339	39,873
7th year	38,158	39,684	41,271
8th year	39,483	41,062	42,704
9th year	41,895	43,571	45,314

Network Analyst			
1st year (per week)	936.00	973.40	1,012.30
2nd year (per week)	965.00	1,003.60	1,043.70

R. P. BOLAND *J.*

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SERIAL C4293**HEALTH EMPLOYEES' ADMINISTRATIVE STAFF (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6400 of 2005)

Before The Honourable Justice Boland

16 December 2005

AWARD**PART A****Arrangement**

PART A

Clause No.	Subject Matter
7.	Anti-Discrimination
8.	Area, Incidence and Duration
4.	Conditions of Service
1.	Definitions and Work Level Statements
6.	Dispute Resolution
3.	Higher Skills
5.	No Extra Claims
2.	Salaries and Wages

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Allowances

1. Definitions and Work Level Statements

"Adult Service" means service with an employer during which the worker received a rate of pay not less than the lowest rates fixed by this award for an adult in the same classification as the worker.

"Union" means the Health Services Union.

"Corporation" means Health Administration Corporation of New South Wales.

"Employer" means the Health Administration Corporation of New South Wales, Health Service, or Hospital.

"Health Service" means an Area Health Service constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act, 1997*.

"Work Level Statements" - Employees will not be required to meet all conditions of the work level statements but will generally be expected to be carrying out the responsibilities contained within the descriptions.

"Telephonists - Level 1" means a person whose major function (i.e. 80 per cent or more) is spent in operating a switchboard or similar equipment.

An in-charge shift allowance will apply to Telephonist-Level 1 in charge of staff. The Allowances payable are as set out in Item 1 of Table 2-Allowances, of Part B, Monetary Rates.

Telephonist -Level 2" means a person whose major function (i.e. 60 percent or more) is spent operating a switchboard or similar equipment and who is required to perform routine clerical duties and/or handle monies.

"Telephonist - Level 3" means a person who is required to perform clerical duties in respect of admissions and/or accounts (other than telephone) in addition to switchboard duties.

Administration Officer -

Level 1 - These positions are established for undertaking routine clerical work, an employee at this level may be a trainee with no previous experience.

Work is performed under close supervision requiring the application of basic skills and routines such as providing receptionist services, straight forward collating, collecting and distributing, carrying out routine checks by simple comparisons, maintaining basic records, mail procedures, obtaining or providing information about straight forward matters and routine user maintenance of office equipment.

Work performed is within established routines, methods and procedures.

The work which it is envisaged would come within this level would require the exercise of any one or more of the skills set out below:

Operate personal computers, printing devices attached to personal computers, paging system, calculator.

Level 2 - Training of other employees may be required.

Undertaking a range of operational and administrative tasks under general instruction and close supervision but with discretion in selecting the most appropriate method and sequence.

Requires knowledge of specific procedures and regulations.

The exercising of basic judgment is required, although problems encountered are of a simple nature with solutions found by reference to established methods and procedures.

The work which it is envisaged would come within this level would involve a range of activities requiring the use of numeric, written and verbal communication, and other work skills appropriate to the tasks and responsibilities.

In addition to other pay office duties performs the actual calculation of salaries.

Level 2A - This level of Administrative officer is required to provide a secretarial service to a Department, etc., of a hospital or to an individual officer or officers, including arranging travel bookings and itineraries, make appointments, screen telephone calls, follow visitor protocol procedures, establish telephone contact on behalf of Officer/s. The Administrative officer may be required to take shorthand notes at 100 w.p.m. and transcribe accurately from those notes and/or transcribe accurately from a Dictaphone.

Level 3 - Decision making in day to day operational matters is a normal part of the duties.

Assist more senior officers in complex tasks or projects.

Work performed under broad supervision but requires some independent action.

Scope exists for exercising initiative in the application of established work practices and procedures.

Employees may be graded at this level where the principal functions of their employment require a sound knowledge of the activities usually performed within the work area and their impact upon the activities of others.

Required to carry out routine pay office duties involving the calculation of employee pays and entitlements together with provision of direct advice on pay and conditions to employees.

Level 4 - Working under limited direction and guidance with regard to work priorities.

Possess organisational skills required to set priorities and monitor work flow in the area of responsibility.

Ability to write reports, documents and correspondence, including drafting complex correspondence for senior officers, accurately and clearly.

Carry out a variety of functions which may be complex in nature and require judgment in selecting and applying established principles, techniques and methods.

Ability to investigate or evaluate legislation, regulations, instructions or procedural guidelines relevant to the tasks and responsibilities.

Ability to delegate work to subordinates where appropriate.

Carry out inspection and monitoring functions to ensure outputs are of a high quality.

Required to carry out routine pay office duties involving the calculation of employee pays and entitlements together with provision of direct advice on pay and conditions to employees and having had a minimum of 2 years service carrying out these duties.

Level 5 - Ability to manage physical and financial resources to ensure the delivery of services or the successful completion of a project.

Decision making across a number of areas and review of operational systems.

Ability to manage conflict of resources or priorities.

Independent action may be exercised within constraints set by senior management.

Work with little formal guidelines, usually under limited direction as to work priorities and the detailed conduct of the task.

Required to exercise advanced skills and knowledge in respect of pay office functions and whose duties include responsibilities for the checking of subordinates work and the exercise of an interpretive role in respect of pay enquiries.

Level 6 - Possess well developed communication skills and the ability to bring a creative approach to problem solving and conflict resolution.

Formulate policies that reflect current and future organisational requirements.

Ability to develop policy and advice for senior and line management.

Guidelines, rules, instructions or procedures for use by other staff may be developed at this level relevant to the area of responsibility.

Evaluate new methods and technology and disseminate information to appropriate areas.

Required to exercise advanced skills and knowledge in respect of pay office functions and whose duties include responsibilities for the checking of subordinates work and the exercise of an interpretative role in respect of pay enquiries and having had a minimum of 2 years service carrying out these duties.

2. Salaries and Wages

Employees shall be paid not less than the minimum salaries as set out in Table 1-Wages, of Part B, Monetary Rates.

3. Higher Skills

Employees appointed as Administration Officer Level 1 who are required by their employing health service to type at 60 w.p.m. and/or use medical terminology verbatim, will be paid an allowance as set out in item 2 of Table 2-Allowances, of Part B, Monetary Rates. Employees appointed as Administration Officer Level 2 or 2A who are required by their employing health service to use medical terminology verbatim, will be paid an allowance as set out in the said Item 2.

4. Conditions of Service

The Health Employees Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

5. No Extra Claims

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum.

6. Dispute Resolution

The dispute resolution procedures contained in the said Health Employees Conditions of Employment (State) Award, as varied, shall apply.

7. Anti-Discrimination

- (i) It is 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.

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.

8. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Administrative Staff (State) Award published 6 November 1998 (307 IG 15) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
JUNIOR (under 18 years of age)	409.90	426.30	443.40
TELEPHONIST - Level 1			
1st year	623.10	648.00	673.90
2nd year	635.40	660.80	687.20
3rd year	662.60	689.10	716.70
4th year	679.00	706.20	734.40
5th year	708.60	736.90	766.40
TELEPHONIST - Level 2			
1st year	724.30	753.30	783.40
2nd year	740.30	769.90	800.70
3rd year	755.40	785.60	817.00
TELEPHONIST - Level 3			
1st year	771.70	802.60	834.70
2nd year	788.00	819.50	852.30
ADMINISTRATION OFFICER-LEVEL 1			
1st year	600.20	624.20	649.20
2nd year	625.60	650.60	676.60
3rd year	650.00	676.00	703.00
4th year	666.10	692.70	720.40
5th year	682.70	710.00	738.40

ADMINISTRATION OFFICER-LEVEL 2			
1st year	706.80	735.10	764.50
2nd year	731.70	761.00	791.40
ADMINISTRATION OFFICER-LEVEL 2A			
1st year	745.70	775.50	806.50
2nd year	757.10	787.40	818.90
ADMINISTRATION OFFICER-LEVEL 3			
1st year	757.10	787.40	818.90
2nd year	782.10	813.40	845.90
ADMINISTRATION OFFICER-LEVEL 4			
1st year	803.30	835.40	868.80
2nd year	822.60	855.50	889.70
ADMINISTRATION OFFICER-LEVEL 5			
1st year	848.20	882.10	917.40
2nd year	868.60	903.30	939.40
ADMINISTRATION OFFICER-LEVEL 6			
1st year	897.50	933.40	970.70
2nd year	919.70	956.50	994.80

Table 2 - Allowances

Clause No.	Description	Rate from 1.7.2005 \$	Rate from 1.7.2006 \$	Rate from 1.7.2007 \$
1	Telephonist-Level 1 In-Charge Allowance 3 to 5 staff - per shift 6 to 10 staff - per shift Over 10 staff - per shift	5.80 7.30 12.40	6.00 7.60 12.90	6.20 7.90 13.40
3	Higher Skills	11.40	11.90	12.40

R. P. BOLAND J.

(4236)

SERIAL C4344

CROWN EMPLOYEES WAGES STAFF (RATES OF PAY) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 5838 of 2005)

Before The Honourable Justice Schmidt

13 December 2005

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Coverage
4.	No Extra Claims
5.	Wages and Allowances
6.	Facilitative Arrangement
7.	Wage Sacrifice for Superannuation
8.	Wage/Salary Packaging Arrangements
9.	Carer's Leave
10.	Anti-Discrimination
11.	Dispute Resolution Procedures
12.	Deduction of Union Membership Fees
13.	Area, Incidence and Duration

Schedule A - List of Awards and Agreements

PART B

MONETARY RATES

Schedule B - Rates of Pay

Schedule C -Work Related Allowances

Schedule D -Expense Related Allowances

2. Title

This award shall be known as the Crown Employees Wages Staff (Rates of Pay) Award 2005.

3. Coverage

The provisions of this award shall apply to all NSW public sector classifications covered by the provisions of the awards and agreements set out at Schedule "A" of this Award (with the exception of the Health Administration Corporation, New South Wales Ambulance Service and Division of Analytical Laboratories).

4. No Extra Claims

This Award provides rates of pay increases to the instruments listed at Schedule "A" of 4% with effect from the first pay period to commence on or after 1 July 2004, 4% with effect from the first pay period to commence on or after 1 July 2005 and 4% from the first pay period to commence on or after 1 July 2006.

These rates of pay increases are provided arising from the agreement of the parties as contained in the Memorandum of Understanding, Crown Employees Wages Staff (Rates of Pay) Award, between the New South Wales Government, Unions NSW, Australian Workers Union, NSW Branch, Construction, Forestry, Mining and Energy Union, Electrical Trades Union, Australian Liquor, Hospitality & Miscellaneous Workers Union, Australian Manufacturing Workers Union, Transport Workers Union, Public Service Association and Professional Officers Association Amalgamated Union of NSW entered into on 2 September 2005.

The increases provided by this Award are given on the basis that there shall be no further claims for changes to wage or salary rates or allowances during the term of the Memorandum of Understanding, Crown Employees Wages Staff (Rates of Pay) Award, made between the parties as listed in sub-clause (ii) that was entered into on 2 September 2005.

5. Wages and Allowances

Wage rates and allowances are set out in Part B.

The wage increases referred to in clause 4 (i) of this award shall only be paid to those employees who are employed as at the date of the making of this award.

The increases referred to in clause 4 (i) of this award do not apply to expense related allowances as set out in Part B, Schedule D.

6. Facilitative Arrangement

The purpose of this arrangement is to facilitate agency level bargaining on classification structures.

Specifically the industrial parties are committed to the introduction of classification structures which provide a career path for trades and wages staff, recognise the importance of training and provide for appropriate progression. These arrangements are to be developed on an agency by agency basis. The parties at the sector-wide level are to establish minimum standards to include in the Crown Employees (Wages Staff) Rates of Pay Award.

Further achievement of agency level outcomes should be achieved through:

- (i) Each agency that has not implemented a skills based classification structure is to establish a joint union and management committee.

Where applicable, the Public Employment Office and the Unions NSW may seek quarterly progress reports on agency level committee negotiations.

- (ii) The committee is to consider the existing arrangements in an agency, review the arrangements achieved already in other agencies, and establish negotiation parameters including:

the development of level descriptors,

identification of structured training for the purposes of the level descriptors;

and translation of existing staff into any new structure.

- (iii) It is anticipated that agency level committees will complete their negotiations by the making of appropriate agency level industrial instruments. Such agency level arrangements will be reviewed by Unions NSW and the Public Employment Office to establish minimum standards in the sector-wide Wages Staff Rates of Pay Award.

- (iv) The usual Dispute Resolution procedures as set out in Clause 11 will be followed by the industrial parties in the context of these negotiations.
- (v) Should the agency level bargaining not be likely to be settled by the wages unions claim for a particular agency, then either party may seek the assistance of the Industrial Relations Commission of NSW through either conciliation and/or arbitration.

7. Wage Sacrifice for Superannuation

- (i) Notwithstanding the wages prescribed in Part B, Rates of Pay and Allowances, an employee may elect, subject to the agreement of the employee's Department or agency, to sacrifice a portion of the wage/salary payable under clause 5 Wages and Allowances and Part B to this Award, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any wage/salary packaging arrangements under Clause 8 of this Award must not exceed fifty (50) per cent of the currently applicable superannuable wage/salary, whichever is the lesser. In this clause "superannuable wage/salary" means the employee's wage/salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- (ii) Where the employee has elected to sacrifice a portion of that payable wage to additional employer superannuation contributions:
 - (a) subject to Australian Taxation law, the sacrificed portion of wages will reduce the wage subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
 - (b) any allowance, penalty, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to an employee's wage, shall be calculated by reference to the wage which would have applied to the employee under Part B of this Award in the absence of any wage sacrifice to superannuation made under this Award.
- (iii) The employee may elect to have the portion of payable wage which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the Department's or agency's agreement, paid into a private sector regulated superannuation scheme as employer superannuation contributions.
- (iv) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*

the employee's Department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above is included in the employee's superannuable wages/salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (v) Where, prior to electing to sacrifice a portion of his/her wages to superannuation, an employee had entered into an agreement with his/her Department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause (iv) above, the Department or agency will continue to base contributions to that fund on the wages payable under Part B of this Award to the same extent as applied before the employee sacrificed portion of such wage to superannuation. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

8. Wage/Salary Packaging Arrangements

- (i) By mutual agreement with the Public Employment Office (PEO), an employee may, from time to time, elect to receive:
- (a) a benefit or benefits selected from those approved from time to time by the PEO; and
 - (b) a salary equal to the difference between the wage/salary prescribed for the employee by Clause 5 and Part B of this Award, and the amount specified by the PEO from time to time for the benefit provided to or in respect of the employee in accordance with such agreement.
- (ii) The agreement shall be recorded in writing and shall be known as a Wage/Salary Packaging Agreement.
- (iii) A Wage/Salary Packaging Agreement shall be for a period of up to twenty four months, unless a different period is mutually agreed between the employee and the PEO, or TAFE Commission in respect of TAFE Commission employees, at the time of signing the Wage/Salary Packaging Agreement.
- (iv) The PEO, or TAFE Commission in respect of TAFE Commission employees, may vary the range and type of benefits available from time to time following discussion with Unions NSW and unions. Such variations shall apply to any existing or future Wage/Salary Packaging Agreement from date of such variation.
- (v) The PEO will determine from time to time the value of the benefits provided following discussion with Unions NSW and unions. Such variations shall apply to any existing or future Wage/Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Wage/Salary Packaging Agreement immediately.

9. Carer's Leave

9.1 Use of Sick Leave:

- 9.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of subclause 9.1.3 shall be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January, 1998 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.
- 9.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 9.1.3 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 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, affinity or Aboriginal kinship structures;
 - 2. "affinity" means a relationship that one spouse because of marriage has to the relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.

9.1.4 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 the absence.

9.2 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 subparagraph (ii) of subclause 9.1.3 of this clause who is ill.

9.3 Annual Leave:

9.3.1 An employee may elect, with the consent of the employer, subject to annual leave provisions applicable to employees covered by this award, to take annual 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.

9.3.2 Access to annual leave, as prescribed in paragraph 9.3.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under the industrial instruments covered by this award.

9.3.3 Where applicable, an employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

9.4 Time Off in Lieu of Payment for Overtime:

9.4.1 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.

9.4.2 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.

9.4.3 If, having elected to take time as leave in accordance with paragraph 9.4.1 of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

- 9.4.4 Where no election is made in accordance with the said paragraph 9.4.1, the employee shall be paid overtime rates in accordance with the award.
- 9.5 Make-up Time:
- 9.5.1 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.
- 9.6 Bereavement Leave:
- 9.6.1 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 member of a class of person set out in subparagraph (ii) of subclause 9.1.3 of this clause.
- 9.6.2 The employee must notify the employer as soon as practicable of the intention to take Bereavement Leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 9.6.3 Bereavement Leave shall be available to the employee in respect of the death of a person in relation to whom the employee could have utilised Carer's Leave as prescribed by this clause. The employee need not have been responsible for the care of the person concerned to be eligible for Bereavement Leave as prescribed in this subclause.
- 9.6.4 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.
- 9.6.5 Bereavement leave may be taken in conjunction with any other leave available to employees. Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

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 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.
- 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 matters of unlawful discrimination in any State or federal jurisdiction.

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.

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."

11. Dispute Resolution Procedures

Subject to the provisions of the *Industrial Relations Act 1996*, all disputes relating to the provisions of this Award shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:

- (i) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the staff member and the immediate supervisor.
- (ii) If the matter is not resolved at this level, it will be further discussed between the staff member and the union delegate/employees representative and the employer.
- (iii) If no agreement is reached within a reasonable time period, the union or the employees representative will discuss the matter with the staff member's nominated representative.
- (iv) While the foregoing procedure is being followed, work shall continue normally. No part shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (v) 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 for settlement by either party.

12. 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 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.
- (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.

13. Area, Incidence and Duration

The provisions of this Award shall apply to all NSW public sector classifications covered by the provisions of the awards and agreements set out at Schedule "A" of this Award (with the exception of the Health Administration Corporation, New South Wales Ambulance Service and Division of Analytical Laboratories).

This award rescinds and replaces the Crown Employees Wages Staff (Rates of Pay) Award 2002 published 9 August 2002 (335 I.G. 816).

This Award shall take effect from the beginning of the first full pay period to commence on or 1 July 2004 and shall remain in force until 30 June 2007.

SCHEDULE A

LIST OF AWARDS AND AGREEMENTS AFFECTED BY THE CROWN EMPLOYEES (WAGES STAFF) RATES OF PAY AWARD

1. Building and Construction Industry (State) Award
2. Crown Employees (Security and General Services) Award
3. Crown Employees (Skilled Trades) Award
4. Crown Employees (Transport Drivers, &C) Award
5. Farm Assistants (Department of Education and Training) Wages and Conditions Award
6. Gangers (State) Award
7. Surveyors' Field Hands (State) Award
8. Fire Brigade (Maintenance, Construction and Miscellaneous Staff) Award
9. General Construction and Maintenance, Civil and Mechanical Engineering &C. (State) Award
10. Technical and Further Education Commission of New South Wales - Security Employees - Wages and Conditions Award
11. TAFE Commission of NSW, Home Science Assistants, Agreement No. 2342 of 1981.
12. Crown Employees (Household Staff - Department of Education and Training) Wages and Conditions Award
13. New South Wales TAFE Commission (Graphic Arts Section, Sydney Institute) Wages and Conditions Award
14. Crown Employees (Museum of Applied Arts and Sciences Electrical Preparators) Award 2001
15. Crown Employees Conservation Field Officers (Department of Lands, Department of Infrastructure, Planning and Natural Resources and State Water Corporation) Award
16. Household Employees, Establishments, Departments of Agriculture, Education, Technical and Further Education, Leisure, Sport and Tourism and Government Accommodation Houses, Colleges of Advanced Education Agreement No. 2431 of 1982

SCHEDULE B**RATES OF PAY****CROWN EMPLOYEES (SECURITY AND GENERAL SERVICES) AWARD - RATES OF PAY**

Clause 7 Rates of Pay Classification	Per week as at 1.7.03 \$	Per week as at 1.7.04 \$	Per week as at 1.7.05 \$	Per week as at 1.7.06 \$
Security Officer				
Grade 1	571.50	594.40	618.20	642.90
Grade 2	591.60	615.10	639.70	665.30
Grade 3	618.60	643.30	669.00	695.80
General Services Officer				
Grade 1	509.90	530.30	551.50	573.60
Grade 2	553.90	576.10	599.10	623.10
Grade 3	571.50	594.40	618.20	642.90
Part-time Employees - General Services Officer Grade 2 (Cleaners)	15.75 per hr	16.38	17.04	17.72

Application to school based employees of Department of Education and Training

Clause 7 Rates of Pay Classification	Per week as at 1.7.03 \$	Per week as at 1.7.04 \$	Per week as at 1.7.05 \$	Per week as at 1.7.06 \$
Security Officer				
Grade 1	616.00	640.60	666.20	692.80
Grade 2	637.40	662.90	689.40	717.00

Application to employees of New South Wales TAFE Commission

Clause 7 Rates of Pay Classification	Per week as at 1.7.03 \$	Per week as at 1.7.04 \$	Per week as at 1.7.05 \$	Per week as at 1.7.06 \$
General Services Officer				
Grade 2	596.90	620.80	645.60	671.40

CROWN EMPLOYEES (SKILLED TRADES) AWARD - RATES OF PAY

Classification Clause 3. All Up Rate - Includes Industry Allowance, Special loading, Trade Allowance	Amount per week as at			
	1.7.03 \$	1.7.04 \$	1.7.05 \$	1.7.06 \$
Bespoke Bootmaker	602.60	626.70	651.80	677.90
Blacksmith	659.10	685.50	712.90	741.40
Body Maker, First Class	652.40	678.50	705.60	733.80
Boilermaker and/or Structural Steel Tradesperson	652.40	678.50	705.60	733.80
Boot or Shoe Repairer	591.40	615.10	639.70	665.30
Bricklayer	652.40	678.50	705.60	733.80
Bridge and Wharf Carpenter	652.40	678.50	705.60	733.80
Cabinet Maker	677.10	704.20	732.40	761.70
Carpenter and/or Joiner	652.40	678.50	705.60	733.80
Coach and/or Spray Painter	652.40	678.50	705.60	733.80
Drainer	659.10	685.50	712.90	741.40
Electrical Fitter	695.90	723.70	752.60	782.70
Electrical Instrument Fitter	728.70	757.80	788.10	819.60

Classification Clause 3. All Up Rate - Includes Industry Allowance, Special loading, Trade Allowance	Amount per week as at			
	1.7.03 \$	1.7.04 \$	1.7.05 \$	1.7.06 \$
Electrical Mechanic	695.90	723.70	752.60	782.70
Electrician in Charge of Plant having a capacity of 75 Kilowatts or More	741.90	771.60	802.50	834.60
Electrician in Charge of Plant having a capacity of less than 75 Kilowatts	708.60	736.90	766.40	797.10
Electronics Tradesperson	799.30	831.30	864.60	899.20
Farrier	659.10	685.50	712.90	741.40
Fitter	652.40	678.50	705.60	733.80
Forger and/or Faggoter	652.40	678.50	705.60	733.80
French Polisher	677.10	704.20	732.40	761.70
Machinist, A Grade (Woodworking)	652.40	678.50	705.60	733.80
Machinist, First Class (Metal Trades)	664.30	690.90	718.50	747.20
Marker-off	659.10	685.50	712.90	741.40
Mechanical Tradesperson - Special Class (as defined)	688.90	716.50	745.20	775.00
Motor Mechanic	652.40	678.50	705.60	733.80
Painter	652.40	678.50	705.60	733.80
Panel Beater	652.40	678.50	705.60	733.80
Patternmaker	672.10	699.00	727.00	756.10
Plant Electrician	734.40	763.80	794.40	826.20
Plant Mechanic	652.40	678.50	705.60	733.80
Plasterer	652.40	678.50	705.60	733.80
Plumber and/or Gasfitter	659.10	685.50	712.90	741.40
Radio Mechanic or Fitter	695.90	723.70	752.60	782.70
Refrigeration and/or Air Conditioning	695.90	723.70	752.60	782.70
Saw Doctor	695.90	723.70	752.60	782.70
Sawyer, No. 1 Benchperson	664.30	690.90	718.50	747.20
Scalemaker and/or Adjuster	652.40	678.50	705.60	733.80
Scientific Instrument Maker	672.10	699.00	727.00	756.10
Sewing Machine Mechanic	652.40	678.50	705.60	733.80
Sheetmetal Worker, First Class	652.40	678.50	705.60	733.80
Shipwright and/or Boatbuilder	652.40	678.50	705.60	733.80
Signwriter	672.10	699.00	727.00	756.10
Slater and Tiler	652.40	678.50	705.60	733.80
Stonemason	652.40	678.50	705.60	733.80
Stonemason-Carver	695.90	723.70	752.60	782.70
Tilelayer	652.40	678.50	705.60	733.80
Toolmaker	672.10	699.00	727.00	756.10
Toolsmith	659.10	685.50	712.90	741.40
Trimmer (Motor)	652.40	678.50	705.60	733.80
Turner	652.40	678.50	705.60	733.80
Watchmaker	640.70	666.30	693.00	720.70
Welder, Special Class	659.10	685.50	712.90	741.40
Welder, First Class	652.40	678.50	705.60	733.80

Application to employees of New South Wales TAFE Commission

Clause 7 - Rates of Pay Classification	Per week as at 1.7.03 \$	Per week as at 1.7.04 \$	Per week as at 1.7.05 \$	Per week as at 1.7.06 \$
Carpenter/Joiner	703.40	731.50	760.80	791.20
Electrical Fitter	750.20	780.20	811.40	843.90

Electrical Mechanic	750.20	780.20	811.40	843.90
Fitter	703.40	731.50	760.80	791.20
Machinist, A Grade (Woodworking)	703.40	731.50	760.80	791.20
Mechanical Tradesperson - Special Class	742.60	772.30	803.20	835.30
Motor Mechanic	703.40	731.50	760.80	791.20
Painter	703.40	731.50	760.80	791.20
Plumber	710.30	738.70	768.20	798.90
Saw Doctor	750.20	780.20	811.40	843.90
Turner	703.40	731.50	760.80	791.20

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

(i)

Four Year Term	As At 1.7.03 \$	As At 1.7.04 \$	As At 1.7.05 \$	As At 1.7.06 \$
1st year	282.00	293.30	305.00	317.20
2nd year	371.20	386.00	401.40	417.50
3rd year	475.40	494.40	514.20	534.80
4th year	535.40	556.80	579.10	602.30

Wages for apprentices employed by Department of Education and Training

Four Year Term	As At 1.7.03 \$	As At 1.7.04 \$	As At 1.7.05 \$	As At 1.7.06 \$
1st year	304.10	316.30	329.00	342.20
2nd year	400.20	416.20	432.80	450.10
3rd year	512.60	533.10	554.40	576.60
4th year	591.40	615.10	639.70	665.30

Wages for apprentices employed by New South Wales TAFE Commission

Four Year Term	As At 1.7.03 \$	As At 1.7.04 \$	As At 1.7.05 \$	As At 1.7.06 \$
1st year	304.10	316.30	329.00	342.20
2nd year	400.20	416.20	432.80	450.10
3rd year	512.60	533.10	554.40	576.60
4th year	591.40	615.10	639.70	665.30

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

- (v) Apprentice patternmakers shall be paid the sum of \$1 per week in addition to the wage rates prescribed for apprentices in subclause (i).

CROWN EMPLOYEES (TRANSPORT DRIVERS, &c.) AWARD - RATES OF PAY

Clause 2 Wages	Classification	Weekly Rate FFPP			
		1.7.03	1.7.04	1.7.05	1.7.06
1. Drivers of motor wagons - having a manufacturer's gross vehicle mass in kilograms					
(a)	Up to 295 -	586.50	610.00	634.40	659.80
(b)	Over 2950 and up to 4650	591.40	615.10	639.70	665.30
(c)	Over 4650 and up to 6250	596.30	620.20	645.00	670.80
(d)	Over 6250 and up to 7700	596.30	620.20	645.00	670.80
(e)	Over 7700 and up to 9200	602.60	626.70	651.80	677.90
(f)	Over 9200 and up to 10800	602.60	626.70	651.80	677.90
(g)	Over 10800 and up to 12350	607.80	632.10	657.40	683.70
(h)	Over 12350 and up to 13950	607.80	632.10	657.40	683.70
(i)	Over 13950 and up to 15500	612.50	637.00	662.50	689.00
(j)	Over 15500 and up to 16950	618.60	643.30	669.00	695.80
(k)	Over 16950 and up to 18400	618.60	643.30	669.00	695.80
(l)	Over 18400 and up to 19750	618.60	643.30	669.00	695.80
(m)	Over 19750 and up to 21100	618.60	643.30	669.00	695.80
(n)	Over 21100 and up to 22450	623.40	648.30	674.20	701.20
(o)	Over 22450 and up to 23850	623.40	648.30	674.20	701.20
(p)	Over 23850 and up to 25200	623.40	648.30	674.20	701.20
(q)	Over 25200 and up to 26550	629.40	654.60	680.80	708.00
(r)	Over 26550 and up to 27900	629.40	654.60	680.80	708.00
(s)	Over 27900 and up to 29300	629.40	654.60	680.80	708.00
(t)	Over 29300 and up to 30650	629.40	654.60	680.80	708.00
(u)	Over 30650 and up to 32000	560.20	582.60	605.90	630.10
(v)	Over 32000 and up to 33350	560.20	582.60	605.90	630.10
(w)	Over 33350 and up to 34750	640.70	666.30	693.00	720.70
(x)	Over 34750 and up to 36100	640.70	666.30	693.00	720.70
(y)	Over 36100 and up to 37450	640.70	666.30	693.00	720.70
(z)	Over 37450 and up to 38800	640.70	666.30	693.00	720.70
(aa)	Over 38800 and up to 40200	647.00	672.90	699.80	727.80
(ab)	Over 40200 and up to 41550	647.00	672.90	699.80	727.80
(ac)	Over 41550 and up to 42900	647.00	672.90	699.80	727.80
(ad)	Over 42900 and up to 44250	652.40	678.50	705.60	733.80
(ae)	Over 44250 and up to 45650	652.40	678.50	705.60	733.80
2. Drivers of mobile cranes - employed in connection with the carriage and delivery of goods, merchandise And the like and/or in the performance of work incidental to the loading, unloading, handling and/or Placement of goods - where the mobile crane has a lifting capacity in kilograms					
(a)	Up to and not exceeding 3050	596.30	620.20	645.00	670.80
(b)	Over 3050 and not exceeding 5100	602.60	626.70	651.80	677.90
(c)	Over 5100 and not exceeding 6100	607.80	632.10	657.40	683.70
(d)	Over 6100 and not exceeding 7100	607.80	632.10	657.40	683.70
(e)	Over 7100 and not exceeding 8100	607.80	632.10	657.40	683.70
(f)	Over 8100 and not exceeding 9150	607.80	632.10	657.40	683.70
(g)	Over 9150 and not exceeding 10150	612.50	637.00	662.50	689.00
(h)	Over 10150 and not exceeding 11200	612.50	637.00	662.50	689.00
(i)	Over 11200 and not exceeding 12200	612.50	637.00	662.50	689.00
(j)	Over 12200 and not exceeding 13200	618.60	643.30	669.00	695.80
(k)	Over 13200 and not exceeding 14200	618.60	643.30	669.00	695.80
(l)	Over 14200 and not exceeding 15250	618.60	643.30	669.00	695.80
(m)	Over 15250 and not exceeding 16250	618.60	643.30	669.00	695.80

(n)	Over 16250 and not exceeding 17250	623.40	648.30	674.20	701.20
(o)	Over 17250 and not exceeding 18300	623.40	648.30	674.20	701.20
(p)	Over 18300 and not exceeding 19300	623.40	648.30	674.20	701.20
(q)	Over 19300 and not exceeding 20300	623.40	648.30	674.20	701.20
(r)	Over 20300 and not exceeding 21350	629.40	654.60	680.80	708.00
(s)	Over 21350 and not exceeding 22350	629.40	654.60	680.80	708.00
(t)	Over 22350 and not exceeding 23350	629.40	654.60	680.80	708.00
(u)	Over 23350 and not exceeding 24400	629.40	654.60	680.80	708.00
(v)	Over 24400 and not exceeding 25500	629.40	654.60	680.80	708.00
(w)	Over 25500 and not exceeding 26400	629.40	654.60	680.80	708.00
(x)	Over 26400 and not exceeding 27450	629.40	654.60	680.80	708.00
(y)	Over 27450 and not exceeding 28450	634.40	659.80	686.20	713.60
(z)	Over 28450 and not exceeding 29450	634.40	659.80	686.20	713.60
(aa)	Over 29450 and not exceeding 30500	634.40	659.80	686.20	713.60
And for each additional 1000 kg or part thereof over 33 cents					
3. Drivers of fork lifts - of a capacity					
(a)	Up to 4500 kg	596.30	620.20	645.00	670.80
(b)	Over 4500 to 9100	607.80	632.10	657.40	683.70
(c)	Over 9100 kg	612.50	637.00	662.50	689.00
4. Drivers of prime movers - where the crane has a lifting capacity of					
(a)	Up to 20350 kg	602.60	626.70	651.80	677.90
(b)	Over 20350 kg	618.60	643.30	669.00	695.80
5. Extra Hands					
		586.50	610.00	634.40	659.80

**FARM ASSISTANTS (DEPARTMENT OF EDUCATION AND TRAINING) WAGES AND
CONDITIONS AWARD - RATES OF PAY**

Clause 9 Wages	From 1.7.03	From 1.7.04	From 1.7.05	From 1.7.06
*Including Industry Allowance, Disability Allowance and Inclement Weather allowance				
Farm Assistant Class I	602.40	626.50	651.60	677.70
Class II	616.00	640.60	666.20	692.80
Stock Hand Class I	602.40	626.50	651.60	677.70
Stock Hand Class II	616.00	640.60	666.20	692.80
Handyperson	642.70	668.40	695.10	722.90
Vegetable Gardener	622.40	647.30	673.20	700.10
Flower Gardener	622.40	647.30	673.20	700.10

GANGERS (STATE) AWARD - RATES OF PAY

Clause 2, Rates of Pay	From 1.7.03	From 1.7.04	From 1.7.05	From 1.7.06
#Classification *Includes Industry allowance and Inclement Weather Allowance				
(i) Ganger in charge of gang which includes- Up to 9 people	689.00	716.60	745.30	775.10
From 10 to 15 people	708.60	736.90	766.40	797.10
16 people or more	721.60	750.50	780.50	811.70
Where gangs employ one or more plant items as defined a Ganger shall be paid for each day or part thereof the following allowance: - Up to 3 major plant items	2.93	3.00	3.10	3.20
4 to 5 major plant items	4.88	5.10	5.30	5.50
6 or more major plant items	7.79	8.10	8.40	8.70
(ii) A Ganger in charge of 12 people or more:				
(a) Plate laying - permanent way	734.40	763.80	794.40	826.20

(b) In a tunnel drive or shaft	734.40	763.80	794.40	826.20
(iii) Gangers in Charge - PWD, with more than one gang or ganger	734.40	763.80	794.40	826.20
#(b) Timekeepers who are responsible for computing payments and allocating costs Less than 100 people on the time sheets -On works where cash orders or cheques for advance pay are issued	652.40	678.50	705.60	733.80
Where no cash orders pay cheques for advanced pay are issued	640.70	666.30	693.00	720.70
Assistant or check-timekeeper	629.40	654.60	680.80	708.00
Timekeepers and store-keepers (combined)	640.70	666.30	693.00	720.70
Storekeepers	640.70	666.30	693.00	720.70
#(b) Timekeepers who are responsible for computing payments and allocating costs 100 people or more on the time sheets - On works where cash orders or cheques for advance pay are issued	659.10	685.50	712.90	741.40
Where no cash orders pay cheques for advanced pay are issued	652.40	678.50	705.60	733.80
Assistant or check-timekeeper	640.70	666.30	693.00	720.70
Timekeepers and store-keepers (combined)	652.40	678.50	705.60	733.80
Storekeepers	640.70	666.30	693.00	720.70

SURVEYORS FIELD HANDS (STATE) AWARD - RATES OF PAY

Clause 4 Wages	1.7.03	1.7.04	1.7.05	1.7.06
#(i)(a) Weekly Hands - Instrument hand	602.60	626.70	651.77	677.84
Special Class Field Hand	596.30	620.15	644.96	670.76
First Class Field Hand	571.40	594.26	618.03	642.75
Second Class Field Hand	548.40	570.34	593.15	616.88
Operator of echo-sounding machine	591.40	615.06	639.66	665.25
Camp cook - seven days pw if required	548.40	570.34	593.15	616.88
(b) Daily Hands - The rate for daily hands shall be ascertained by adding the amount as set out in the table To the appropriate total weekly rate and dividing the sum by five	5.28	5.49	5.71	5.94

FIRE BRIGADE (MAINTENANCE, CONSTRUCTION AND MISCELLANEOUS STAFF) AWARD - RATES OF PAY

Clause 3, Rates of Pay #Classification	From 1.7.03	From 1.7.04	From 1.7.05	From 1.7.06
(a) Electrical Department - Automotive Electrical	695.90	723.70	752.60	782.70
Battery Fitter	695.90	723.70	752.60	782.70
Electrical Fitter	695.90	723.70	752.60	782.70
Electrical Mechanic	695.90	723.70	752.60	782.70
Electronic Technician - 1st year	824.60	857.60	891.90	927.60
2nd year	841.50	875.20	910.20	946.60
3rd year	864.90	899.50	935.50	972.90
4th year	882.90	918.20	954.90	993.10
Instrument Maker	728.70	757.80	788.10	819.60
Radio Mechanic	695.90	723.70	752.60	782.70
Telephone Mechanic	695.90	723.70	752.60	782.70
Trades Assistant (Electrical Department)	558.80	581.20	604.40	628.60
Labourer-General (Electrical Department)	450.00	468.00	486.70	506.20
(b) Workshops Department - Blacksmith/Welder	659.10	685.50	712.90	741.40
Bodymaker	652.40	678.50	705.60	733.80
Draughtsperson - Detail 1st year	602.60	626.70	651.80	677.90
2nd year	629.40	654.60	680.80	708.00
3rd year	659.10	685.50	712.90	741.40
4th year	695.90	723.70	752.60	782.70
Thereafter	728.70	757.80	788.10	819.60

Welder	659.10	685.50	712.90	741.40
Fitter and/or Turner	634.40	659.80	686.20	713.60
Motor Mechanic	652.40	678.50	705.60	733.80
Motor Trimmer	652.40	678.50	705.60	733.80
Painter (Vehicle)	652.40	678.50	705.60	733.80
Panel Beater	652.40	678.50	705.60	733.80
Signwriter (vehicle)	634.40	659.80	686.20	713.60
Trades Assistant (Mechanical Workshops)	539.10	560.70	583.10	606.40
Labourer-General (Mechanical Workshops)	450.00	468.00	486.70	506.20
(c) Boot Factory - Bootmaker	629.40	654.60	680.80	708.00
(c) Building and Maintenance Dept Draughtsperson Building Services				
1st year	695.90	723.70	752.60	782.70
2nd year	708.60	736.90	766.40	797.10
3rd year	721.60	750.50	780.50	811.70
4th year	734.40	763.80	794.40	826.20
Thereafter	754.60	784.80	816.20	848.80
Plumber	659.10	685.50	712.90	741.40
Bricklayer	652.40	678.50	705.60	733.80
Carpenter	652.40	678.50	705.60	733.80
Painter	652.40	678.50	705.60	733.80
Plasterer	652.40	678.50	705.60	733.80
Labourer-Builders	640.70	666.30	693.00	720.70
(e) Cleaner -	577.30	600.40	624.40	649.40
Stores Assistant	607.80	632.10	657.40	683.70
Sailmaker	634.40	659.80	686.20	713.60
(f) Transport Assistant	647.00	672.90	699.80	727.80
(h) Hose Repair Department: Hose Assembler and Repairer	602.60	626.70	651.80	677.90

**GENERAL CONSTRUCTION AND MAINTENANCE, CIVIL AND MECHANICAL ENGINEERING
&C (STATE) AWARD - RATES OF PAY**

Clause 3 Wages	From 1.7.03	From 1.7.04	From 1.7.05	From 1.7.06
* Includes Industry Allowance, Inclement Weather, Follow The Job				
*Classification: (i) Miscellaneous Labour - Construction Worker, Group 1	602.60	626.70	651.80	677.90
Amenities Attendant (including camp);	602.60	626.70	651.80	677.90
Sanitary and/or garbage labour	602.60	626.70	651.80	677.90
Clerical work - labourer	602.60	626.70	651.80	677.90
Fencer	602.60	626.70	651.80	677.90
Flagperson	602.60	626.70	651.80	677.90
General Labourer - not otherwise classified	602.60	626.70	651.80	677.90
Greaser	602.60	626.70	651.80	677.90
Labourer - bending reinforcing steel	602.60	626.70	651.80	677.90
Labourer - planting, spraying and/or lopping Trees	602.60	626.70	651.80	677.90
Labourer tarring bridge and/or other Woodwork	602.60	626.70	651.80	677.90
Labourer - Loading unloading, and/or Stacking materials other than Cement	602.60	626.70	651.80	677.90
Machine person's assistant	602.60	626.70	651.80	677.90
Motor and/or pump attendant	602.60	626.70	651.80	677.90
Pile Driver - top-person	602.60	626.70	651.80	677.90
Pile Pointer, rigger and/or shoer	602.60	626.70	651.80	677.90
Scabblor	602.60	626.70	651.80	677.90
Temporary Buildings - Labourer erecting	602.60	626.70	651.80	677.90

Tip-person and/or Loading Tallyperson	602.60	626.70	651.80	677.90
Tradesmen's Labourer - on construction Work	602.60	626.70	651.80	677.90
Construction Worker, Group 2	634.40	659.80	686.20	713.60
Bricklayer's Labourer	634.40	659.80	686.20	713.60
Cement - Labourer loading, unloading, And/or stacking	634.40	659.80	686.20	713.60
Crane chaser	634.40	659.80	686.20	713.60
Erector structural steel	634.40	659.80	686.20	713.60
Greaser attending machinery cable way Above ground level	634.40	659.80	686.20	713.60
Worker - placing precast blocks and metal Strips	634.40	659.80	686.20	713.60
Strips in re-inforced earth construction	634.40	659.80	686.20	713.60
Machine drill and/or tool sharpener	634.40	659.80	686.20	713.60
Machineperson and/or pneumatic pickperson and/or tamperperson	634.40	659.80	686.20	713.60
Pegperson and/or Employee boning	634.40	659.80	686.20	713.60
Powder Monkey's assistant	634.40	659.80	686.20	713.60
Preload Wire winding machine operator	634.40	659.80	686.20	713.60
Rigger's assistant and/or hemp rope splicer	634.40	659.80	686.20	713.60
Storeperson	634.40	659.80	686.20	713.60
Timberperson up to m in depth	634.40	659.80	686.20	713.60
Construction Worker, Group 3	652.40	678.50	705.60	733.80
Augerperson - pneumatic or electrically Powered augers and/or timber boring Machines	652.40	678.50	705.60	733.80
Frankipile operator	652.40	678.50	705.60	733.80
Pile driver	652.40	678.50	705.60	733.80
Powder monkey	652.40	678.50	705.60	733.80
Scaffolder (certified)	652.40	678.50	705.60	733.80
Timberperson over m in depth	652.40	678.50	705.60	733.80
Wire rope splicer (not being a certified Rigger)	652.40	678.50	705.60	733.80
Construction Worker, Group 4	664.30	690.90	718.50	747.20
Dogperson	664.30	690.90	718.50	747.20
Rigger (certificated) and wire rope splicer	664.30	690.90	718.50	747.20
Construction Worker - Other	664.30	690.90	718.50	747.20
Diver -- Six hour day	695.90	723.70	752.60	782.70
Divers attendant - Six hour day	623.40	648.30	674.20	701.20
Rotary earth digger (auger type) operator - From 48.5 kw to 74.6 kw	612.50	637.00	662.50	689.00
Over 74.6 kw to 111.9 kw	623.40	648.30	674.20	701.20
Over 111.9 kw	640.70	666.30	693.00	720.70
Assistant	533.50	554.80	577.00	600.10
Pile Driver - loading on Sheer legs or Pile Ram up to 30.5 tonnes				
Lift	659.10	685.50	712.90	741.40
Pile Driver - loading on Sheer legs or Pile Frame over 30.5 tonnes				
Lift	672.10	699.00	727.00	756.10
Sand Blaster Operator	612.50	637.00	662.50	689.00
Adzperson, augerperson or sawperson	586.50	610.00	634.40	659.80
Assistant Depotperson	586.50	610.00	634.40	659.80
Axeperson	586.50	610.00	634.40	659.80
Ballast - labourer discharging from punt	586.50	610.00	634.40	659.80
Bankperson - in connection with dredges, Including employees laying Or removing Pipes between dredge and shore	586.50	610.00	634.40	659.80
Bridge Foundations - labourer engaged in Boring for (except for machineperson) Compressed and/or mastic asphalt Labourer; caulker	586.50	610.00	634.40	659.80
Crusher feeder and sand roller attendant	586.50	610.00	634.40	659.80
Divers pumper	586.50	610.00	634.40	659.80
Flying Fox - labourer	586.50	610.00	634.40	659.80

Forest Devil - labourer	586.50	610.00	634.40	659.80
Labourer - destroying rabbits (if required to provide transport \$1.34per day extra and \$0.98 pw extra shall be paid for each dog not exceeding two dogs)	586.50	610.00	634.40	659.80
Pole erecting - labourers erecting telegraph Poles, electric light and/or power poles	586.50	610.00	634.40	659.80
Signalperson - cableway	586.50	610.00	634.40	659.80
Turfing, cutting and/or laying including Landscaping on civil engineering Construction sites - labourer engaged in	586.50	610.00	634.40	659.80
Barring down - labourer	618.60	643.30	669.00	695.80
Bridge Carpenters - Labourer (Including demolition work)	618.60	643.30	669.00	695.80
Laboratory Testing Assistant	618.60	643.30	669.00	695.80
Pipe - cement, monier and/or concrete Labourer engaged in the manufacture of	618.60	643.30	669.00	695.80
Pipelayer and/or jointer	618.60	643.30	669.00	695.80
Pipeliner - hand - working inside pipe	618.60	643.30	669.00	695.80
Operator of mobile track drill - Independent rotation	659.10	685.50	712.90	741.40
Wharf preservation operator - (this rate is inclusive of any extra payment for the use of The creosote and working afloat in a scow)	647.00	672.90	699.80	727.80
Labourer using boat - flotsam	695.90	723.70	752.60	782.70
(ii) Youths - At 15 years of age	371.20	386.00	401.40	417.50
At 16 years of age	392.20	407.90	424.20	441.20
At 17 years of age	450.10	468.10	486.80	506.30
##(iii) Concrete Construction, Concrete worker - including floater, Form Erector and/or stripper, jazerperson and/or tamperperson, concrete cutting or drilling machine operator, kerb and/or gutter layer	634.40	659.80	686.20	713.60
Concrete Finisher	652.40	678.50	705.60	733.80
Concrete kerb finisher & patcher (steel, wooden, rubber or mechanical trowel)	652.40	678.50	705.60	733.80
Central mortar batch plant - operator (this rate is inclusive of any extra payment)	618.60	643.30	669.00	695.80
Central concrete batch plant - weigher and batcher (this rate is inclusive of any extra payment)	640.70	666.30	693.00	720.70
Labourer placing and/or tack welding reinforcing steel	652.40	678.50	705.60	733.80
Labourer bending reinforcing steel to pattern or plan	634.40	659.80	686.20	713.60
Manhole builder	640.70	666.30	693.00	720.70
Pressure grouter	652.40	678.50	705.60	733.80
Pressure grouter's assistant	629.40	654.60	680.80	708.00
Cement gun operator - dry - underground	659.10	685.50	712.90	741.40
Cement gun operator - wet - underground	640.70	666.30	693.00	720.70
Cement gun operator - other	634.40	659.80	686.20	713.60
Assistant Concrete Pump Operator	634.40	659.80	686.20	713.60
##(iv) Underground and Trench Excavation Tunnel Miner	684.00	711.40	739.90	769.50
Tunnel Miner - assisting	640.40	666.00	692.60	720.30
All other labour in tunnelling crew	640.40	666.00	692.60	720.30
Shaft Miner	684.00	711.40	739.90	769.50
Trench labourer - excavating - from 0.9m to 3m deep (when required to use pneumatic machines shall be paid at least machineperson's rates)	586.50	610.00	634.40	659.80
Over 3m to m deep	618.60	643.30	669.00	695.80
Over m to 12.2m deep	640.70	666.30	693.00	720.70
Miner - operating Tunnel Boring Machine	748.20	778.10	809.20	841.60
Miner - attending Tunnel Boring Machine (including all labour, the				

Other than tradesperson, engaged on work in the tunnel in support of Operation of a Tunnel Boring Machine)	708.60	736.90	766.40	797.10
Concrete Liner in Tunnel	684.00	711.40	739.90	769.50
Mechanical Miner Operator	684.00	711.40	739.90	769.50
(v) Cylinder Sinking - Air Lock Attendant	596.30	620.20	645.00	670.80
Person working in cylinders or caissons with air pressure in earth Other than rock, concrete, sandstone and/or strata other than earth less than m deep (25 cents per shift extra for each additional m of depth or part thereof)	586.50	610.00	634.40	659.80
Person working in cylinders or caissons with air pressure in rock, concrete, sandstone and/or strata other than earth less than metre Deep (25cents per shift extra for each additional metre of depth or part thereof)	586.50	610.00	634.40	659.80
Person working in cylinders or caissons without air pressure excavating earth other than rock, concrete, sandstone and/or strata Other than earth less than metres deep (25 cents per hour extra Additional metre of depth or part thereof)	586.50	610.00	634.40	659.80
Cylinder sinking - Benoto process - attendant	586.50	610.00	634.40	659.80
#(vi) Irrigation Labourer - boring test or other holes by hand	586.50	610.00	634.40	659.80
Labourer - cutting noxious weeds with hoe	586.50	610.00	634.40	659.80
Labourer - using hand trowels on cement or concrete channels	618.60	643.30	669.00	695.80
Labourer - using shovel for constructing cement channels - known As laying on	618.60	643.30	669.00	695.80
Layer-on of hot mastic asphalt compounds in supply channels,				
Expansion joints or cracks in concrete channels	586.50	610.00	634.40	659.80
Maintenance persons - in channels	586.50	610.00	634.40	659.80
Painter of layer of bitumen, colfix, laykol or similar substance	586.50	610.00	634.40	659.80
#(vii) Driller - Operator - Shot drilling machine, large (thirty eight hours pw)	634.40	659.80	686.20	713.60
Driller - Operator - Shot drilling machine, large (35 hours pw)	634.40	659.80	686.20	713.60
Driller - Operator - Diamond and/or Shot drilling machine, small	618.60	643.30	669.00	695.80
Driller - Operator's assistant - diamond and/or shot drilling machine, large	591.40	615.10	639.70	665.30
Driller - Operator's assistant - diamond and/or Shot drilling machine, small	591.40	615.10	639.70	665.30
Tamrock DHA 800 Drill Operator	689.00	716.60	745.30	775.10

(Note: Operator setting diamonds and/or keeping safe custody of diamonds shall be paid 5 cents per hour in addition to the above rates).

#(viii) Railway construction - Group A	From 1.7.03	From 1.7.04	From 1.7.05	From 1.7.06
Back bolter	586.50	610.00	634.40	659.80
Boxer-up	586.50	610.00	634.40	659.80
Brakesperson, spragger or spragsperson	586.50	610.00	634.40	659.80
Cutting and/or breaking rails - labourer	586.50	610.00	634.40	659.80
Erector of grade indicators	586.50	610.00	634.40	659.80
Fettler	586.50	610.00	634.40	659.80
Heelperson	586.50	610.00	634.40	659.80
Jackperson (two to be paid alike)	586.50	610.00	634.40	659.80
Labourer erecting stanchions for the overhead wiring for railways	586.50	610.00	634.40	659.80
Linker-in	586.50	610.00	634.40	659.80
Leverperson	586.50	610.00	634.40	659.80
Loading, unloading and/or stacking rails and/or sleepers old and/or new materials - labourer	586.50	610.00	634.40	659.80
Packer on metal roads and/or in yards	586.50	610.00	634.40	659.80

Packers (two) with leverperson on metal roads in gangs of eight or More people	586.50	610.00	634.40	659.80
Packers (two) with leverperson on muck roads in gangs of eight or More people	586.50	610.00	634.40	659.80
Punchperson, hydraulic and/or crowperson	586.50	610.00	634.40	659.80
Rail pressing - labourer	586.50	610.00	634.40	659.80
#(viii) Railway Construction - Group A (cont'd)	586.50	610.00	634.40	659.80
Re-railing and/or re-sleeping labourer	586.50	610.00	634.40	659.80
Sleeper pacer and squarer	586.50	610.00	634.40	659.80
Straightening gang - labourer in	586.50	610.00	634.40	659.80
Group C				
Leader linker-in	629.40	654.60	680.80	708.00
Rail Welder Operators of Track Laying Renewal	629.40	654.60	680.80	708.00
Machines as follows: (i) Sleeper gantry operator	629.40	654.60	680.80	708.00
(ii) Sleeper feed operator	629.40	654.60	680.80	708.00
(iii) Sleeper pick-up operator	629.40	654.60	680.80	708.00
(iv) Rail alignment operator	629.40	654.60	680.80	708.00
Assistant operator Track Tamping Machine	629.40	654.60	680.80	708.00
Operator APan Driver@ Machine, or similar	629.40	654.60	680.80	708.00
Group D				
Operator Ballast Regulating Machine	629.40	654.60	680.80	708.00
Group E				
Operator Track Tamping Machine	659.10	685.50	712.90	741.40
#(ix) Road Construction and Maintenance - Hot mix operator - plant with capacity of under 1,474.2 kg per batch	659.10	685.50	712.90	741.40
Hot mix plant operator - other	640.70	666.30	693.00	720.70
Maintenance labourer	596.30	620.20	645.00	670.80
Bituminous gang labourer	596.30	620.20	645.00	670.80
Tar and/or bituminous labourer - other	586.50	610.00	634.40	659.80
Maintenance patroller	596.30	620.20	645.00	670.80
Field assistant	640.70	666.30	693.00	720.70
Storeperson - including recording catalogue Numbers	640.70	666.30	693.00	720.70
Storeperson - High Rise Operation	659.10	685.50	712.90	741.40
Premix and Asphalt Plant Operator	659.10	685.50	712.90	741.40
Pug Mill rated Capacity under 1,474.2 kg per batch or equivalent	659.10	685.50	712.90	741.40
Pug Mill Rated Capacity over 1,474.2 kg but less than 6,000 kg	672.10	699.00	727.00	756.10
Pug Mill Rated Capacity over 6,000 kg	689.00	716.60	745.30	775.10
Premix and Asphalt, Central Asphalt Depot - Senior Operator	728.70	757.80	788.10	819.60
Stone Handling Plant attendant	592.30	616.00	640.60	666.20
All other attendants at Plant	596.30	620.20	645.00	670.80
Manual Kerb Extruding Machine operator	618.60	643.30	669.00	695.80
Labourers engaged in the erection and placement of steel wire Mattresses	618.60	643.30	669.00	695.80
Labourers engaged in the erection and placement of steel wire Gabions	640.70	666.30	693.00	720.70
Automatic Kerb Extruding, Trimmer and Paver Machine Operator				
(i) 48.5 kw and under	629.40	654.60	680.80	708.00
(ii) over 48.5 kw but less than 97 kw	652.40	678.50	705.60	733.80
Traffic Line Marking - Operator or machine attendant	629.40	654.60	680.80	708.00
Other attendant	607.80	632.10	657.40	683.70
Tow Truck Attendant - Sydney Harbour Bridge Approaches (this rate is inclusive of the shift rate prescribed in subclause (iv))	623.40	648.30	674.20	701.20
Slip Form Concrete Paving Machine Operator	672.10	699.00	727.00	756.10
Curing and Texturing Machine Operator	634.40	659.80	686.20	713.60
(x) The following rates shall apply to employees of the classes specified, employed by the Department of Land & Water				

Conservation				
Driller - Hand Boring Plant	640.70	666.30	693.00	720.70
Helper - Hand Boring Plant	596.30	620.20	645.00	670.80
Test well borer	596.30	620.20	645.00	670.80
Employees engaged spraying weeds and/or grasses with chemical Weedicide shall be paid as follows:				
Spray Operator	618.60	643.30	669.00	695.80
Labourer cleaning silt pits	586.50	610.00	634.40	659.80
Percussion drill operator - research	689.00	716.60	745.30	775.10
Gemco drill operator - research	659.10	685.50	712.90	741.40
Trainee Channel Attendant	659.10	685.50	712.90	741.40
Artesian and Sub-artesian bores - Assistant - cable tool rigs	571.40	594.30	618.10	642.80
Helpers - cable tool rigs	571.40	594.30	618.10	642.80
Assistants - rotary hammer drill rigs	612.50	637.00	662.50	689.00
Helpers - rotary hammer drill rigs	612.50	637.00	662.50	689.00

**TECHNICAL AND FURTHER EDUCATION COMMISSION OF NEW SOUTH WALES -
SECURITY EMPLOYEES - WAGES AND CONDITIONS AWARD - RATES OF PAY**

Clause 8 Rates of Pay	From 1.7.03	From 1.7.04	From 1.7.05	From 1.7.06
Full Time Security Officer				
Grade 1	616.00	640.60	666.20	692.80
Grade 2	637.40	662.90	689.40	717.00
Grade 3	666.60	693.30	721.00	749.80
Part-Time Security Officer				
Grade 1 (accruing time for RDOs) (per hour)	16.94	17.62	18.32	19.05
Grade 1 (not accruing time for RDOs) (per hour)	17.84	18.55	19.29	20.06
Grade 2 (accruing time for RDOs) (per hour)	17.54	18.24	18.97	19.73
Grade 2 (not accruing time for RDOs) (per hour)	18.46	19.20	19.97	20.77
Grade 3 (accruing time for RDOs) (per hour)	18.33	19.06	19.82	20.61
Grade 3 (not accruing time for RDOs) (per hour)	19.30	20.07	20.87	21.70

**HOME SCIENCE ASSISTANTS DEPARTMENT OF TECHNICAL AND FURTHER EDUCATION
AGREEMENT 2342 OF 1981 - RATES OF PAY**

Clause 4 - Wages	From 1.7.03	From 1.7.04	From 1.7.05	From 1.7.06
Home Science Assistant I	554.90	577.10	600.20	624.20

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

Clause 4 - Wages	From 1.7.03	From 1.7.04	From 1.7.05	From 1.7.06
Household Staff Grade 1				
Kitchen Hand or Useful	509.60	530.00	551.20	573.20
Cleaner	509.60	530.00	551.20	573.20
Room Attendant	509.60	530.00	551.20	573.20
Dining Room Attendant	509.60	530.00	551.20	573.20
Laundry Attendant	509.60	530.00	551.20	573.20
Stores Steward	509.60	530.00	551.20	573.20
Household Staff Grade 2				
Butcher (casual)	515.20	535.80	557.20	579.50
Cook (unqualified)	515.20	535.80	557.20	579.50
Household Staff Grade 3				
Laundry Supervisor	530.70	551.90	574.00	597.00
Cook (qualified)	530.70	551.90	574.00	597.00
Dining Room Supervisor	530.70	551.90	574.00	597.00

Housekeeper/Cleaning	530.70	551.90	574.00	597.00
Supervisor	530.70	551.90	574.00	597.00
Household Staff Grade 4 First Cook (qualified)	558.50	580.80	604.00	628.20
Household Staff Grade 5 Catering Supervisor	583.40	606.70	631.00	656.20

**NEW SOUTH WALES TAFE COMMISSION (GRAPHIC ARTS SECTION, SYDNEY INSTITUTE)
WAGES AND CONDITIONS AWARD - RATES OF PAY**

Clause 3 - Rates of Pay	From 1.7.03	From 1.7.04	From 1.7.05	From 1.7.06
Printing Support Officer				
Level 1	737.00	766.50	797.20	829.10
Level 2	799.80	831.80	865.10	899.70
Level 3	997.40	1,037.30	1,078.80	1,122.00
Level 4	1122.20	1,167.10	1,213.80	1,262.40
Printing Computer Support Officer	997.40	1,037.30	1,078.80	1,122.00

**CROWN EMPLOYEES (MUSEUM OF APPLIED ARTS AND SCIENCES ELECTRICAL
PREPARATORS) AWARD 2001 - RATES OF PAY**

Clause 6- Wage Rates	From 1.7.03 (per year)	From 1.7.04 (per year)	From 1.7.05 (per year)	From 1.7.06 (per year)
Electrical Preparator - Grade 1				
Year 1	39,292	40,864	42,499	44,199
Year 2	40,344	41,958	43,636	45,381
Year 3	41,474	43,133	44,858	46,652
Electrical Preparator - Grade 2				
Year 1	43,044	44,766	46,557	48,419
Year 2	44,727	46,516	48,377	50,312
Senior Electrical Preparator - Grade 1				
Year 1	46,570	48,433	50,370	52,385
Year 2	47,417	49,314	51,287	53,338

CONSERVATION FIELD OFFICERS

**DEPARTMENT OF LANDS, DEPARTMENT OF INFRASTRUCTURE, PLANNING AND NATURAL
RESOURCES AND STATE WATER CORPORATION AWARD - RATES OF PAY**

Schedule 1 - Wage Rates	From 1.7.03 \$	From 1.7.04 \$	From 1.7.05 \$	From 1.7.06 \$
Trainee	570.20	593.00	616.70	641.40
Grade 1	594.50	618.30	643.00	668.70
Grade II	626.60	651.70	677.80	704.90
Grade III	659.90	686.30	713.80	742.40
Grade IV	678.50	705.60	733.80	763.20
Grade V	716.60	745.30	775.10	806.10
Grade VI	763.80	794.40	826.20	859.20
Grade VII	802.00	834.10	867.50	902.20

**HOUSEHOLD EMPLOYEES, ESTABLISHMENTS, DEPARTMENTS OF AGRICULTURE,
EDUCATION, TECHNICAL AND FURTHER EDUCATION, LEISURE, SPORT AND TOURISM
AND GOVERNMENT ACCOMMODATION HOUSES, COLLEGES OF ADVANCED EDUCATION
AGREEMENT NO. 2431 OF 1982 - RATES OF PAY**

	Weekly Rate FFPP			
	From 1.7.03 \$	From 1.7.04 \$	From 1.7.05 \$	From 1.7.06 \$
Cook - where one cook is normally employed	554.80	577.00	600.10	624.10
Housemaid	476.30	495.40	515.20	535.80

SCHEDULE C

WORK RELATED ALLOWANCES

CROWN EMPLOYEES (SECURITY AND GENERAL SERVICES) AWARD - WORK RELATED ALLOWANCES

Clause 9 - Additional Rates	As at 1.7.03 \$	As at 1.7.04 \$	As at 1.7.05 \$	As at 1.7.06 \$
(i) Leading Hands Allowance:				
1 - 5 employees	24.50	25.50	26.50	27.60
6 - 10 employees	27.80	28.90	30.10	31.30
11-15 employees	36.30	37.80	39.30	40.90
16-20 employees	41.90	43.60	45.30	47.10
Over 20 employees - for each employee over 20 an additional 49 cents is paid	41.90	43.60	45.30	47.10
(ii) Qualification allowance	16.50	17.20	17.90	18.60
(iii) First Aid Allowance	12.70	13.20	13.70	14.20
(iv) Boiler Attendants Certificate	10.80	11.20	11.60	12.10
(v) Refrigeration Drivers Certificate	10.80	11.20	11.60	12.10
(vi) Contingency Allowance				
1-10 Hours per week	6.70	7.00	7.30	7.60
11 to 25 hours per week	10.50	10.90	11.30	11.80
26 to 38 hours per week	14.00	14.60	15.20	15.80
(vii) Toilet allowance	8.40	8.70	9.00	9.40
(viii) Multi-Purpose Machines Allowance - per shift	2.04	2.12	2.20	2.29
(ix) Furniture removal allowance - per shift	2.03	2.10	2.20	2.30
(x) Torches - per shift	0.69	0.72	0.75	0.78
(xi) Laundry allowance - per shift	1.40	1.50	1.60	1.70
(xii) Locomotion allowance - per shift	22.40	23.30	24.20	25.20
(xiii) Bicycle allowance - per shift	1.75	1.82	1.89	1.97
Clause 10 (iii)(a)(b) Shift Allowances				
Broken Shifts allowance (per day)	10.30	10.70	11.10	11.50
Excess Fares allowance (per week)	6.50	6.80	7.00	7.30
Clause 13(ii) General Conditions				
Accommodation deduction (per week)	12.80	13.30	13.80	14.40
Clause 17, Overtime				

Application to school based employees of Department of Education and Training

Clause 8 - Additional Rates	As at 1.7.03 \$	As at 1.7.04 \$	As at 1.7.05 \$	As at 1.7.06 \$
(i) Leading Hands Allowance				
1 - 5 employees	26.50	27.60	28.70	29.80
6 - 10 employees	30.00	31.20	32.40	33.70
11-15 employees	39.10	40.70	42.30	44.00
16-20 employees	45.30	47.10	49.00	51.00
Over 20 employees - for each employee over 20 an additional 49 cents is paid	45.30	47.10	49.00	51.00
(v) Contingency Allowance				
1-10 Hours per week	7.35	7.60	7.90	8.20
11 to 25 Hours per week	11.20	11.60	12.10	12.60
26 to 38 Hours per week	15.10	15.70	16.30	17.00

Application to employees of New South Wales TAFE Commission

Clause 8 - Additional Rates	As at 1.7.03 \$	As at 1.7.04 \$	As at 1.7.05 \$	As at 1.7.06 \$
(i) Leading Hands Allowance				
1 - 5 employees	26.50	27.60	28.70	29.80
6 - 10 employees	30.00	31.20	32.40	33.70
11-15 employees	39.10	40.70	42.30	44.00
16-20 employees	45.30	47.10	49.00	51.00
Over 20 employees - for each employee over 20 an additional 49 cents is paid	45.30	47.10	49.00	51.00
(iii) First Aid allowance	13.80	14.40	15.00	15.60
(x) Laundry allowance - per shift	1.50	1.60	1.70	1.80

**CROWN EMPLOYEES (SKILLED TRADES) AWARD
- WORK RELATED ALLOWANCES**

Clause No.	Brief Description	As at 1.7.03 \$	As at 1.7.04 \$	As at 1.7.05 \$	As at 1.7.06 \$
4.2	Carpenter Diver (p.w.)	190.40	198.00	205.90	214.10
4.4	Electrician who is holder of a NSW electrician's licence:				
	A Grade Licence (p.w.)	31.60	32.90	34.20	35.60
	B Grade Licence (p.w.)	17.00	17.70	18.40	19.10
4.5	Lead Burner (p.h.)	0.66	0.69	0.72	0.75
4.6	Plumber and Drainer when required to act on:				
	plumbers licence (p.h.)	0.82	0.85	0.88	0.92
	gasfitters licence (p.h.)	0.82	0.85	0.88	0.92
	drainers licence (p.h.)	0.69	0.72	0.75	0.78
	plumbers and gasfitters licence (p.h.)	1.10	1.14	1.19	1.24
	plumbers and drainers licence (p.h.)	1.10	1.14	1.19	1.24
	gasfitters and drainers licence (p.h.)	1.10	1.14	1.19	1.24
	plumbers, gasfitters and drainers licence (p.h.)	1.52	1.58	1.64	1.71
4.7	Holder of Electric Welding [DIRE Certificate] (p.h.)	0.47	0.49	0.51	0.53
4.8	Boot or Shoe Repairer required to repair anatomical, surgical or orthopaedic boots or shoes (p.w.)	17.15	17.80	18.50	19.20
4.9	Shipwright-Boatbuilder, for: Liner Off, Loftsperson and Model Maker (p.h.)	0.87	0.90	0.94	0.98

Clause No.	Brief Description	As at 1.7.03 \$	As at 1.7.04 \$	As at 1.7.05 \$	As at 1.7.06 \$
4.10	Computing quantities (p.d.)	3.74	3.89	4.00	4.16
4.11	Joiner, Public Works and Education Departments: when working at regular place of employment (p.w.) when working away from regular place of employment (p.d.)	29.50 5.90	30.70 6.13	31.90 6.37	33.20 6.62
4.12	Registration allowance (p.h.)	0.63	0.66	0.69	0.72
4.13	Building tradesperson - Marking off/Setting out (p.w.)	0.82	0.90	0.90	0.90
4.14	Cold places: below 0 degree Celsius (p.h.) below minus 7 degrees Celsius (p.h.)	0.51 0.60	0.53 0.62	0.55 0.64	0.57 0.67
4.15	Confined spaces (p.h.)	0.64	0.67	0.70	0.73
4.16	Dirty work (p.h.)	0.51	0.53	0.55	0.57
	For Bridge and wharf carpenter who: uses material or liquid that is injurious to clothes or damages his/her tools (p.h.)	0.51	0.53	0.55	0.57
	is engaged in work where dirt or dust or other foreign matter or refuse has accumulated to become damaging to the clothes or tools or objectionable or injurious to the person. (p.h.)	0.51	0.53	0.55	0.57
	Shipwright Boatbuilder engaged in work as set out in subclause 5.16.2 (v) (p.h.)	0.51	0.53	0.55	0.57
4.17	Height money:				
	7.5 metres from ground, deck, floor or water (p.h.)	0.51	0.53	0.55	0.57
	for every additional 3 metres (p.h.)	0.13	0.14	0.15	0.16
4.18	Hot places: between 46 degrees celsius and 54 degrees celsius (p.h.) exceeds 54 degrees celsius (p.h.)	0.51 0.64	0.53 0.67	0.55 0.70	0.57 0.73
4.19	Handling insulation material (p.h.)	0.64	0.67	0.70	0.73
4.20	Smoke boxes: repairs to smoke-boxes furnace or flues of boilers (p.h.) repairs to and while inside oil fired boilers (p.h.)	0.34 1.27	0.35 1.32	0.36 1.37	0.37 1.42
4.21	Wet places: where water other than rain is falling and required to work in wet clothing or boots (p.h.) when required to work in the rain (p.h.) called upon to work on a raft, open board, punt or pontoon having a freeboard of 305m.m or less (p.d.) called upon to work knee-deep in mud or water (p.d.)	0.51 0.51 1.97 4.02	0.53 0.53 2.05 4.18	0.55 0.55 2.13 4.35	0.57 0.57 2.22 4.52
4.22	Construction or repairs to acid furnaces, stills, towers and all other acid resisting brickwork (p.h.)	2.60	2.70	2.81	2.92
	Construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work (p.h.)	2.60	2.70	2.81	2.92
4.23	Towers allowances: construction exceeding 15 metres in height, and (p.h.) for each additional 15 metres (p.h.)	0.51 0.51	0.53 0.53	0.55 0.55	0.57 0.57
4.24	Depth exceeding 3 metres (p.h.)	0.51	0.53	0.55	0.57
4.25	Swing scaffolds: for the first four hours or any portion thereof, and (p.h.) for each hour thereafter (p.h.)	3.75 0.77	3.90 0.80	4.06 0.83	4.22 0.86

Clause No.	Brief Description	As at 1.7.03 \$	As at 1.7.04 \$	As at 1.7.05 \$	As at 1.7.06 \$
	Solid plasterers when working off a swing scaffold (p.h.)	0.13			
4.26	Spray application (p.h.)	0.50	0.14	0.15	0.16
4.27	Soil pipes (p.h.)	0.64	0.52	0.54	0.56
4.28	Working on second-hand timber (p.d.)	2.01	2.09	2.17	2.26
4.29	Roof work:				
	work in excess of 12 metres from the nearest floor level (p.h.)	0.64	0.67	0.70	0.73
	minimum payment (p.h.)	0.64	0.67	0.70	0.73
4.30	Electric welding (p.h.)	0.17	0.18	0.19	0.20
4.31	Explosive powered tools:				
	employee required to use explosive powered tools (p.d.)	1.21	1.26	1.31	1.36
	bridge and wharf carpenter when required to use these tools (p.d.)	1.21	1.26	1.31	1.36
4.32	Scaffolding rigging (p.h.)	0.51	0.53	0.55	0.57
4.33	Corrective establishments (p.h.)	1.29	1.34	1.39	1.45
	Mental institutions (p.h.)	0.98	1.02	1.06	1.10
	Geriatric hospitals: Allandale, Garrawarra and Strickland Hospitals (p.h.)	0.37	0.38	0.40	0.42
	Geriatric hospitals:- Lidcombe Hospital (p.h.)	0.34	0.35	0.36	0.37
	Work in hot/cold water tanks for the purpose of the control of Legionella Pneumophilia (p.h.)	2.37	2.46	2.56	2.66
4.34	Distant places:				
	in districts as set out in subclause 5.3 (p.d.)	0.99	1.03	1.07	1.11
	in western division of the state (p.d.) within the area as set out in subclause 5.36.3 (p.d.)	1.61	1.67	1.74	1.81
		1.61	1.67	1.74	1.81
	Bridge and road construction within the area as set out in subclause 4.34.4 (p.d.)	0.92	0.96	1.00	1.04
4.36	Morgues (p.h.)	0.60	0.62	0.64	0.67
4.37	Application of epoxy based materials or materials of a like nature (p.h.)	0.64	0.67	0.70	0.73
	Application of such material in buildings which are normally air conditioned (p.h.)	0.44	0.46	0.48	0.50
	Working in close proximity to employees so engaged (p.h.)	0.51	0.53	0.55	0.57
4.38	Bricklayers laying other than standard bricks where block weighs:				
	over 5.5 kg and under 9 kg (p.h.)	0.51	0.53	0.55	0.57
	9 kg or over and up to 18 kg (p.h.)	0.89	0.93	0.97	1.01
	over 18 kg (p.h.)	1.42	1.48	1.54	1.60
4.39	Bagging bricks or concrete structures (p.h.)	0.47	0.49	0.51	0.53
4.40	Cleaning down brickwork using acids or other corrosive substances (p.h.)	0.47	0.49	0.51	0.53
4.41	Materials containing asbestos (p.h.)	0.64	0.67	0.70	0.73
4.42	Operation of pneumatic tools of 2.75 kg or over (p.d.)	2.77	2.88	3.00	3.12
4.43	Operation of brick cutting machine (p.h.)	0.64	0.67	0.70	0.73
4.44	Asbestos eradication (p.h.)	1.71	1.78	1.85	1.92
4.45	Employee required to work in an Animal House (p.h.)	0.33	0.34	0.35	0.36
4.46	Employee of Roads and Traffic Authority, Illawarra region working in areas where coal wash is being unloaded, handled or spread (p.h.)	0.51	0.53	0.55	0.57

Clause No.	Brief Description	As at 1.7.03 \$	As at 1.7.04 \$	As at 1.7.05 \$	As at 1.7.06 \$
5	Tool Allowances – Electrical				
	Electrical Fitter	12.80	13.30	13.80	14.40
	Electrical Fitter/Mechanic	12.80	13.30	13.80	14.40
	Electrical Instrument Fitter	12.80	13.30	13.80	14.40
	Electrical Mechanic	12.80	13.30	13.80	14.40
	Electrician in charge of plant having a capacity of less than 75 kilowatts	12.80	13.30	13.80	14.40
	Electronic Tradesperson	12.80	13.30	13.80	14.40
	Electrical Instrument Fitter	12.80	13.30	13.80	14.40
	Plant Electrician	12.80	13.30	13.80	14.40
	Radio Mechanic and Fitter	12.80	13.30	13.80	14.40
	Refrigeration and/or Air Conditioning Mechanic	12.80	13.30	13.80	14.40
6.1	Employee appointed to be in charge of up to and including five employees (p.w)	32.40	33.70	35.00	36.40
6.2	Employee appointed to be in charge of more than five and up to and including ten employees (p.w.)	41.50	43.20	44.90	46.70
6.3	Employee appointed to be in charge of more than ten employees (p.w.)	54.30	56.50	58.80	61.20
15.1	Chokages pipe or pump (p.d.)	5.97	6.21	6.46	6.72
15.2	Fouled equipment (p.d.)	5.97	6.21	6.46	6.72
17.4	First Aid qualifications (p.d.)	2.23	2.32	2.41	2.51

Application to employees of Department of Education and Training

Clause No.	Brief Description	Amount 1.7.03 \$	Amount 1.7.04 \$	Amount 1.7.05 \$	Amount 1.7.06 \$
5	Tool Allowances – Electrical				
	Radio Mechanic and Fitter	13.90	14.50	15.10	15.70

Application to employees of New South Wales TAFE Commission

Clause No.	Brief Description	Amount 1.7.03 \$	Amount 1.7.04 \$	Amount 1.7.05 \$	Amount 1.7.06 \$
4.4	Electrician who is holder of a NSW electrician's licence: A Grade Licence (p.w.)	34.00	35.40	36.80	38.30
4.6	Plumber and Drainer when required to act on: plumbers, gasfitters and drainers licence (p.h.)	1.64	1.71	1.78	1.85
4.12	Registration allowance (p.h.)	0.67	0.70	0.73	0.76
4.15	Confined spaces (p.h.)	0.69	0.72	0.75	0.78
4.16	Dirty work (p.h.)	0.56	0.58	0.60	0.62
4.17	Height money: 7.5 metres from ground, deck, floor or water (p.h.)	0.56	0.58	0.60	0.62
4.19	Handling insulation material (p.h.)	0.69	0.72	0.75	0.78
4.21	Wet places: where water other than rain is falling and required to work in wet clothing or boots (p.h.)	0.56	0.58	0.60	0.62
	where required to work in the rain (p.h.)	0.56	0.58	0.60	0.62
	called upon to work on a raft, open board, punt or pontoon having a freeboard of 305m.m or less (p.d.)	2.14	2.23	2.32	2.41
	called upon to work knee-deep in mud or water (p.d.)	4.34	4.51	4.69	4.88

4.23	Towers allowances: construction exceeding 15 metres in height, and (p.h.) for each additional 15 metres (ph)	0.56 0.56	0.58 0.58	0.60 0.60	0.62 0.62
4.27	Soil pipes (p.h.)	0.69	0.72	0.75	0.78
4.29	Roof work: work in excess of 12 metres from the nearest floor level (p.h.)	0.69	0.72	0.75	0.78
4.39	Application of epoxy based Materials or materials of a like Nature (p.h.)	0.69	0.72	0.75	0.78
	Application of such material in Buildings which are normally Air conditioned (p.h.)	0.47	0.49	0.51	0.53
	Working in close proximity to Employees so engaged (p.h.)	0.56	0.58	0.60	0.62
4.43	Materials containing asbestos (p.h.)	0.69	0.72	0.75	0.78
5	Tool Allowances – Electrical Electrical Fitter	13.90	14.50	15.10	15.70
	Electrical Fitter/Mechanic	13.90	14.50	15.10	15.70
	Plant Electrician	13.90	14.50	15.10	15.70
	Radio Mechanic and Fitter	13.90	14.50	15.10	15.70
	Refrigeration and/or Air Conditioning Mechanic	13.90	14.50	15.10	15.70
6.1	Employee appointed to be in charge of up to and including five Employees (p.w.)	35.00	36.40	37.86	39.37
6.2	Employee appointed to be in charge of more than five and up to and Including ten employees (p.w.)	44.80	46.59	48.45	50.39
6.3	Employee appointed to be in charge Of more than ten employees (p.w.)	58.50	60.84	63.27	65.80
15.1	Chokages pipe or pump (p.d.)	6.46	6.72	6.99	7.27
17.4	First Aid qualifications (p.d.)	2.38	2.48	2.58	2.68

**FARM ASSISTANTS (DEPARTMENT OF EDUCATION) WAGES AND CONDITIONS AWARD -
WORK RELATED ALLOWANCES**

Clause	Allowance	From 1.7.03	From 1.7.04	From 1.7.05	From 1.7.06
6. Special Rates					
6.6.1	Tractor operation (per day)	3.05	3.17	3.30	3.43
6.6.2	Truck driving (per day)	3.05	3.17	3.30	3.43
6.6.3	Headers, etc (per day)	3.05	3.17	3.30	3.43
6.7	Broken Shift (per day)	9.27	9.64	10.03	10.43
6.9	Protective Clothing (per hour)	0.50	0.52	0.54	0.56
6.10	First Aid (per day)	2.33	2.42	2.52	2.62

GANGERS (STATE) AWARD - WORK RELATED ALLOWANCES

	1.7.03	1.7.04	1.7.05	1.7.06
Clause 5, Dirt Money - Port Kembla	0.34	0.35	0.36	0.37
Clause 20, Wet Places and Slurry				
(i) wet places	0.45	0.48	0.50	0.52
(ii) - wet underground workings - over 457.2mm	3.60	3.74	3.89	4.05
wet underground workings - over 914.4mm	4.27	4.44	4.62	4.80

	1.7.03	1.7.04	1.7.05	1.7.06
(iii) slurry	0.45	0.47	0.49	0.51
Clause 21. Working in the Rain	2.58	2.68	2.79	2.90
Clause 26. First Aid				
(ii) first aid allowance	2.30	2.39	2.49	2.59
Clause 28. Height Money				
Height money	0.45	0.48	0.50	0.52

**SURVEYORS FIELD HANDS (STATE) AWARD
- WORK RELATED ALLOWANCES**

Clause 4 Wages	1.7.03	1.7.04	1.7.05	1.7.06
(ii) cook -where more than 7 persons	2.48	2.58	2.68	2.79
(iii) cook - where visitors in camp	2.63	2.74	2.85	2.96
(iv) driving a motor vehicle or motor launch paddocks or unserviced roads	2.27	2.36	2.45	2.55
(v) hydrographic duties	2.84	2.95	3.07	3.19
(viii) RTA - Moss systems	2.27	2.36	2.45	2.55
Clause 4, Wet Places (i) working in wet places	3.12	3.24	3.37	3.50
Clause 6. Underground Work	0.47	0.49	0.51	0.53
Clause 37. Working in the Rain	0.59	0.61	0.63	0.66
Clause 17, First Aid - (iii) first aid duties	2.56	2.66	2.77	2.88
	2.20	2.29	2.38	2.48

**FIRE BRIGADE (MAINTENANCE, CONSTRUCTION AND MISCELLANEOUS STAFF) AWARD –
WORK RELATED ALLOWANCES**

Clause 6, Additional Wage Rates	As at 1.7.03	As at 1.7.04	As at 1.7.05	As at 1.7.06
(i) Electricians: An electrician who is the holder of - A Grade Licence B Grade Licence	30.80 16.60	32.00 17.30	33.30 18.00	34.60 18.70
(ii) Lead Burner - The ordinary rates For lead shall be calculated by adding To the rate prescribed for journey person Plumbers in this award	0.58	0.60	0.62	0.64
(iii) (a)Plumber When required to act on a Plumbers Licence	0.81	0.84	0.87	0.90
(b) When required to act on a Gasfitters licence	0.81	0.84	0.87	0.90
(c) When required to act on a Drainers Licence	0.67	0.70	0.73	0.76
(d) When required to act on a Plumbers and Gasfitters licence	1.08	1.12	1.16	1.21
(e) When required to act on a Plumbers and Drainers licence	1.08	1.12	1.16	1.21
(f) When required to act on a Gasfitters and Drainers licence	1.08	1.12	1.16	1.21
(f) When required to act on a Plumbers, Gasfitters and Drainers Licence	1.47	1.53	1.59	1.65
(iv) Electric Welding Certificate	0.46	0.48	0.50	0.52
(v) Computing Quantities	3.64	3.79	3.94	4.10
Clause 7, Leading Hands				
(i) in charge of up to and including 5 employees	31.70	32.97	34.29	35.66
(ii) in charge of more than 5 employees and up to and including 10 employees	40.60	42.22	43.91	45.67

(iii) in charge of more than 10 employees	53.00	55.12	57.32	59.61
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Clause 10 Fire Equipment Allowance	As at 1.7.03		As at 1.7.04		As at 1.7.05		As at 1.7.06	
	Trades Staff	Non Trades Staff	Trades Staff	Non Trades Staff	Trades Staff	Non Trades Staff	Trades Staff	Non Trades Staff
After completion of one year's continuous service	5.40	3.80	5.60	3.90	5.80	4.10	6.10	4.30
After completion of two year's continuous service	10.30	8.00	10.60	8.20	11.00	8.50	11.60	8.90
After completion of three year's continuous service	15.60	11.70	16.10	12.10	16.70	12.60	17.50	13.20

Clause 11, Special Rates	As at 1.7.03	As at 1.7.04	As at 1.7.05	As at 1.7.06
(i) Confined Spaces	0.62	0.64	0.67	0.70
(ii) Dirty Work	0.50	0.52	0.54	0.56
(iii) Height Pay (a) Employees working at height of 7.5m	0.55	0.57	0.59	0.61
For each additional 3m	0.13	0.14	0.15	0.16
(b) Plasterers working on swing Scaffold	0.55	0.57	0.59	0.61
(iv) Hot places	0.50	0.52	0.54	0.56
(v) Insulation Material -				
Pumice or other	0.50	0.52	0.54	0.56
Silicate	0.62	0.64	0.67	0.70
(vi) Wet Places - per hour				
Water other than rain	0.50	0.52	0.54	0.56
Plumber in rain	0.50	0.52	0.54	0.56
Knee deep water/mud	3.99	4.15	4.32	4.49
(vii) Swinging Scaffolds				
For the first four hours or any portion thereof, and	3.63	3.78	3.93	4.08
For each hour thereafter	0.75	0.78	0.81	0.84
Plasterers Working on swing scaffold (per hour)	0.13	0.14	0.15	0.16
(viii) Spray applications	0.51	0.53	0.55	0.57
(ix) Roof work	0.62	0.64	0.67	0.70
(x) Electric welding	0.17	0.18	0.19	0.20
(xi) Explosive Powered Tools	1.67	1.74	1.81	1.88
(xii) Scaffolding Rigging	0.50	0.52	0.54	0.56
(xvi) Applying Obnoxious Substances epoxy based materials	0.62	0.64	0.67	0.70
Not air conditioned	0.42	0.44	0.46	0.48
Employees working in close Proximity	0.49	0.51	0.53	0.55
(xvii) Painters - burning off paint and applying the first coat	0.49	0.51	0.53	0.55
(xviii) Asbestos Eradication	1.67	1.74	1.81	1.88
Clause 27, Chokages (p.d. or part of a day)	5.15	5.36	5.57	5.79

**GENERAL CONSTRUCTION AND MAINTENANCE, CIVIL AND MECHANICAL ENGINEERING
& C (STATE) AWARD - WORK RELATED ALLOWANCES**

Clause No.	Allowances	From 1.7.03	From 1.7.04	From 1.7.05	From 1.7.06
4 (iii) Special Rates	An employee appointed as a leading hand shall be paid in addition to the rate otherwise prescribed the following: Leading Hand - In charge of more than 2 and up to and including 5 employees	0.51	0.53	0.55	0.57
4	In charge of more than 5 and up to and including 10 employees	0.74	0.77	0.80	0.83
4	In charge of more than 10 employees	0.95	0.99	1.03	1.07
4 (v)	Roadway of Sydney Harbour Bridge and approaches: Tow Truck Attendant - Sydney Harbour Bridge approaches: Cl.3 (ix)	0.65	0.68	0.71	0.74
4 (vi)	Dust Allowance - weigher and batcher	11.30	11.75	12.22	12.71
5 (i)	Working in the rain	2.56	2.66	2.77	2.88
(ii)	Wet places and slurry(a)(i)	0.47	0.49	0.51	0.53
(a)(4)(i)		3.38	3.52	3.66	3.81
(a)(4)(ii)		4.12	4.28	4.45	4.63
(b)		0.47	0.49	0.51	0.53
(iii)	Removal of Snow - 15.2 cm or more 2.5 cm and less than 15.2 cm	4.13 2.77	4.30 2.88	4.47 3.00	4.65 3.12
(iv)	Confined Space	0.64	0.67	0.70	0.73
(vi)	Road Construction	1.09	1.13	1.18	1.23
(vii)	Height Money	0.47	0.49	0.51	0.53
(viii)(a)	Dirt Money	0.46	0.48	0.50	0.52
(c)		0.49	0.51	0.53	0.55
(d)		6.10	6.34	6.59	6.85
(ix)	Dirt Money - Port Kembla	0.45	0.47	0.49	0.51
(xi)	Explosive-powered tools - per hour Min. per day	0.10 1.09	0.10 1.13	0.10 1.18	0.10 1.23
(xiii)	Psychiatric institutions	0.32	0.33	0.34	0.35
(xiv)	Lifting other than Standard Bricks over 5.5 kg - under 9 kg 9 kg - up to 18 kg 18 kg	0.51 0.90 1.28	0.53 0.94 1.33	0.55 0.98 1.38	0.57 1.02 1.44
(xv)	Roof Repairs (exempts (vii) payment)	0.51	0.53	0.55	0.57
(xvi)	Applying Obnoxious Substance(a)	0.64	0.67	0.70	0.73
(c)		0.51	0.53	0.55	0.57
(e)		0.64	0.67	0.70	0.73
	Acrolein application in lieu of (e)	1.22	1.27	1.32	1.37
	Acrolein application - Competency Cert.	2.33	2.42	2.52	2.62
(xvii)	Cleaning Down Brickwork	0.47	0.49	0.51	0.53
(xviii)	Granulated Slag	3.75	3.90	4.06	4.22
(xix)	Refractory Brickwork	1.53	1.59	1.65	1.72
(xxi)	Towers - (a) above 15m in height	0.47	0.49	0.51	0.53
	Further 15m heights additional (b) exemption of (a) if receiving height money in subclause (vii)	0.47	0.49	0.51	0.53
15	Protective Clothing				
(iii)(e)		0.58	0.60	0.62	0.64
(f)		0.43	0.45	0.47	0.49
(g)		0.59	0.61	0.63	0.66
(iv)(d)		0.49	0.51	0.53	0.55

**TECHNICAL AND FURTHER EDUCATION COMMISSION OF NEW SOUTH WALES -
SECURITY EMPLOYEES - WAGES AND CONDITIONS AWARD
WORK RELATED ALLOWANCES**

Clause	Allowance	From 1.7.03	From 1.7.04	From 1.7.05	From 1.7.06
8(ii)(a)	Broken Shift Allowance	12.40	12.90	13.40	13.90
11. Additional Rates					
(i)	Boiler Attendants Certificate (per week)	11.40	11.90	12.40	12.90
(ii)	First Aid Allowance (per week)	13.80	14.40	15.00	15.60
(iii)	Furniture Removal Allowance (per shift)	2.27	2.36	2.45	2.55
(iv)	Laundry Allowance (per shift)	1.50	1.56	1.62	1.68
(v)	Leading hand in charge of 1-5 employees (per week)	26.50	27.56	28.66	29.81
(v)	Leading hand in charge of 6-10 employees (per week)	30.00	31.20	32.45	33.75
(v)	Leading hand in charge of 11-15 employees (per week)	39.10	40.66	42.29	43.98
(v)	Leading hand in charge of 16-20 employees (per week)	45.30	47.11	48.99	50.95
(v)	Leading hand in charge of over 20 employees (per week)	45.30	47.11	48.99	50.95
(v)	Leading hand - for each additional employee over 20 (per week)	0.67	0.70	0.73	0.76
(vii)	Refrigeration Drivers Certificate (per week)	11.60	12.06	12.54	13.04
(viii)	Reimbursement torch batteries etc (per shift)	0.76	0.79	0.82	0.85

**HOME SCIENCE ASSISTANTS DEPARTMENT OF TECHNICAL AND FURTHER EDUCATION
AGREEMENT OF 1981 - WORK RELATED ALLOWANCES**

Clause	Allowance	From 1.7.03	From 1.7.04	From 1.7.05	From 1.7.06
11	Laundry Allowance	1.50	1.56	1.62	1.68

**CROWN EMPLOYEES (HOUSEHOLD STAFF - DEPT OF EDUCATION AND TRAINING) WAGES
AND CONDITIONS AWARD - WORK RELATED ALLOWANCES**

Allowance	From 1.7.03	From 1.7.04	From 1.7.05	From 1.7.06
Broken Shift Allowance	7.66	7.97	8.29	8.62

SCHEDULE D

EXPENSE RELATED ALLOWANCES

**CROWN EMPLOYEES (SECURITY AND GENERAL SERVICES) AWARD
- EXPENSE RELATED ALLOWANCES**

Clause 8 - (xiii) Motor Vehicle allowance - Use of private motor vehicle during work related duties	As at 1/7/03	As at 1/7/04	As at 1/7/05
Vehicles under 1600cc (Official business Rate - Engine rate per km)	50.6c	51.6c	52.7c
Vehicles 1600cc-2700cc (Official business Rate - Engine rate per km)	70.6c	72c	73.6c
Vehicles over 2700 cc (Official business Rate - Engine rate per km)	75.9c	77.4c	79.1c

Clause 17 (ii) -Overtime	As at 1/1/02
Meal money	8.90

**CROWN EMPLOYEES (SKILLED TRADES) AWARD
- EXPENSE RELATED ALLOWANCES**

Clause No.		As from fpp 11/09/2004	As from fpp 11/09/2005
5	Tool Allowances		
	Blacksmith	22.70	23.30
	Bodymaker, First Class	22.70	23.30
	Boilermaker and/or Structural Steel	22.70	23.30
	Bricklayer	16.00	16.40
	Bridge and Wharf Carpenter and/or Civil Engineering Construction Carpenter	22.70	23.30
	Cabinet Maker	8.90	9.30
	Carpenter	22.70	23.30
	Drainer	22.70	23.30
	Farrier	22.70	23.30
	Fitter	22.70	23.30
	Forger and/or Faggoter	22.70	23.30
	Machinist, First Class (Metal Trades)	22.70	23.30
	Machinist (Metal Trades) Special Class	22.70	23.30
	Marker Off	22.70	23.30
	Motor Mechanic	22.70	23.30
	Painter	5.50	5.60
	Panel Beater	22.70	23.30
	Patternmaker	22.70	23.30
	Plant Mechanic	22.70	23.30
	Plasterer	18.70	19.20
	Plumber	22.70	23.30
	Plumber and Gasfitter	22.70	23.30
	Plumber, Gasfitter and Drainer	22.70	23.30
	Sewing Machine Mechanic	22.70	23.30
	Sheetmetal Worker, First Class	22.70	23.30
	Shipwright/Boatbuilder	22.70	23.30
	Signwriter	5.50	5.60
	Slater and Tiler	11.80	12.10
	Stonemason	22.70	23.30
	Stonemason-Carver	22.70	23.30
	Tilelayer	16.00	16.40
	Toolmaker	22.70	23.30
	Toolsmith	22.70	23.30
	Trimmer (Motor)	22.70	23.30
	Turner	22.70	23.30
	Vehicle Builder	22.70	23.30
	Watchmaker	7.50	7.70
	Welder, Special Class	22.70	23.30
	Welder, First Class	22.70	23.30
8.1	Excess fares and travelling time to and from place of work	16.60 p.d	17.10 p.d.
8.1.1	If employer provides or offers to provide transport free of charge	6.70 p.d	6.90 p.d.
8.2	Excess fares and travelling to and from work: - first year apprentices (or probationers) - to all other apprentices	13.80p.d 16.10 p.d	14.30 p.d. 16.60 p.d.

8.2.1	If employer provides or offers to provide transport free of charge		
	- to first year apprentices	5.60 p.d.	5.80 p.d.
	- to all other apprentices	6.60 p.d.	6.80 p.d.
9.3.3	Meal allowance:		
	- after working in excess of four hours	10.20	10.50
	- for each subsequent meal	8.50	8.80
9.8	Tea Money:		
	- required to work overtime for one and a half hours or more without being notified on the previous day or earlier, for a meal	10.20	10.50
	- after each four hours on continuous overtime, for each meal	8.50	8.80
14.4	Expenses of reaching home and of transporting tools from distant work	16.60	17.10
14.5.1	Allowance for board and lodging:		
	- while on distant work	348.10 p.w.	356.50 p.w.
	- for broken parts of week	49.80 p.d.	51.00 p.d.
14.6	Camping allowance	20.00 p.d.	20.60 p.d.
14.7	Returning home for the weekend from distant work	28.00	28.90
22.6.2	Supply of boots	29.00	29.70
	Accrual of credit	1.45 p.w.	1.48 p.w.
23.2	Reimbursement for loss of tools	1,315.00	1,348.00

**GANGERS (STATE) AWARD -
EXPENSE RELATED ALLOWANCES**

Clause 7 Country work	As at 30/3/04
(iv)I(i) each return home up to 100km	39.25
Each additional kilometre	1.70
(v) Meal while travelling	10.15
(v) Bed while travelling	51.90
13(ii)(a)(1) Fares - employees not camped (per week)	1.19
Fares - employees not camped (per day)	0.27
13(ii)(a)(1) Maximum Fares	2.80
Travelling Allowance 13(ii)(b)(1)	
Three (3) but not more than 10km	4.20
More than 10 but not more than 20km	8.40
More than 20 but not more than 30km	12.60
More than 30 but not more than 40km	16.90
More than 40 but not more than 50km	20.70
More than 50km but not more than 60km	25.00
More than 60km but not more than 70km	29.10
More than 70km but not more than 80km	33.20
More than 80km but not more than 90km	37.50
More than 90km but not more than 100km	41.60
7(i) First meal	10.15
Subsequent meals	8.50

**SURVEYORS FIELD HANDS (STATE) AWARD
EXPENSE RELATED ALLOWANCES**

Clause 20 Country work and travelling	As from fpp 2/8/04
Expenses (ii)(d) meal	11.50
Bed	60.10

Clause 20 Country work and travelling	As from fpp 2/8/04
(v)(a) return home	41.30
Clause 20 Country work and travelling expenses (per day)	
(vii) 3 but not more than 10km	4.05
More than 10km but not more than 20km	8.50
More than 20km but not more than 30km	12.75
More than 30km but not more than 40km	17.10
More than 40km but not more than 50km	20.95
More than 50km but not more than 60km	25.05
More than 60km but not more than 70km	29.40
More than 70km but not more than 80km	33.45
More than 80km but not more than 90km	37.60
More than 90km but not more than 100km	41.95
Clause 28 Meal allowance	As from fpp 30/3/03
First meal	11.05
Subsequent meals	9.40

**FIRE BRIGADE (MAINTENANCE, CONSTRUCTION AND MISCELLANEOUS STAFF) AWARD -
EXPENSE RELATED ALLOWANCES**

	As at 11/9/03	As at 11/9/04
Clause 9 Tool Allowance		
Blacksmith/Welder	22.10	22.70
Bodymaker	22.10	22.70
Bricklayer	15.60	16.00
Carpenter	22.10	22.70
Fitter and/or Turner	22.10	22.70
Motor Mechanic	22.10	22.70
Painter	5.40	5.50
Panel Beater	22.10	22.70
Plasterer	18.20	18.70
Plumber	22.10	22.70
Welder	22.10	22.70

Clause 14 Meal allowance		
After working 1½ hours overtime	9.90	10.20
Each 4 hours thereafter	8.20	8.50
Clause 15 Travel allowance		
Other than Builder's Labourer (p.d)	16.10	16.60
Employer providing transport (p.d)	6.50	6.70
Clause 24 Loss of Tools (Up to the value of)	1,283	1,315

**GENERAL CONSTRUCTION AND MAINTENANCE, CIVIL AND MECHANICAL ENGINEERING
&C (STATE) AWARD - EXPENSE RELATED ALLOWANCES**

		As from fpp 7/9/04	As from fpp 7/9/05
17	Meal Allowance	10.20	10.50
	Each subsequent meal	8.50	8.75
24(iii)(k)(1)	Return Home Allowance	39.25	40.45
	Each additional 10km over 100km	1.70	1.75
(iii)(k)(4)	Camping Allowance	20.10	20.60
25(I)(a)	Excess fares	13.80	14.30

	Excess fares - transport provided	5.30	5.50
26(iv)(a)(b)	Country Allowance - Unbroken week	364.90	380.60
(iv)(c)(1)	Return home allowance	39.25	40.45
	Each additional 10km over 100km	1.70	1.75
26(vi)	Meal while travelling	10.20	10.50
	Bed allowance while travelling	51.90	54.10
27(iii)	First Aid Allowance	2.13	2.20

**CONSERVATION FIELD OFFICERS
DEPARTMENT OF LANDS, DEPARTMENT OF INFRASTRUCTURE, PLANNING AND NATURAL
RESOURCES AND STATE WATER CORPORATION AWARD
EXPENSE RELATED ALLOWANCES**

Clause No.	Description & Authority	Amount As at 1/7/05 \$
10.6	Supervision allowance	32.00 per week
15.2	Incidental expenses when claiming actual expenses for accommodation and meals or where accommodation is provided by the employer Clause 46(1) Public Sector Employment and Management (General) Regulation 1996.	14.55 per day
15.4.2	Camping allowance - Established camp Non-established camp Additional allowance in excess of 40 nights per annum Clause 46(2) Public Sector Employment and Management (General) Regulation 1996.	24.00 per night 31.80 per night 7.60 per night
15.4.2	Camping equipment allowance Bedding and/or sleeping bag. Clause 52 Public Sector Employment and Management (General) Regulation 1996.	23.70 per night 3.95 per night
17	First-aid allowance	2.31 per day
15.1	Reimbursement of meal allowances - no overnight stay Breakfast Allowance: when travel starts before 6.00 a.m. Lunch allowance: when the staff member is unable to have lunch at his/her normal workplace Dinner allowance: when work or travel goes beyond 6.30 pm	\$ 16.85 19.30 33.30
12.7	Meal Allowance (Overtime) Breakfast allowance: when required to start work before 6.00 a.m. Lunch allowance: for overtime required to be worked after 1.30 p.m. on Saturdays, Sundays or public holidays Dinner Allowance: when required to work after 6.00 p.m.	\$ 16.85 19.30 33.30

M. SCHMIDT J.

(508)

SERIAL C4396**NURSES, NON-GOVERNMENT SCHOOLS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, industrial organisation of employees.

(No. IRC 296 of 2006)

Before Commissioner McLeay

15 February 2006

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

Clause No.	Subject Matter
2.	Definitions
3.	Contract of Employment
4.	Hours
5.	Overtime
6.	Salaries
7.	Call Back
8.	Payment of Salaries
9.	Higher Grade Duty
10.	Time off Duty
11.	Annual Leave
12.	Annual Leave Loading
13.	Long Service Leave
14.	Parental Leave
15.	Sick Leave
16.	Carers Leave
17.	Bereavement Leave
18.	Allowances
19.	Accommodation and Meals
20.	Anti-Discrimination
21.	Dispute Procedure
22.	Labour flexibility
23.	Exemptions
24.	No Extra Claims
25.	Remuneration Packaging
26.	Superannuation
27.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Salaries

Table 2 - Other Rates and Allowances

Table 3 - Deductions

2. Definitions

Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have the respective meanings assigned to them:

- (i) "Accommodation" means a residence, including but not limited to a unit, flat or house, supplied by the Employer to the nurse as part of his or her conditions of employment.
- (ii) "Appropriate weekly rate" means the rate obtained by dividing the relevant annual rate for an employee by 52.142857 calculated to the nearest ten cents - any amount less than five cents to be disregarded.
- (iii) "Association" means the New South Wales Nurses' Association.
- (iv) "Award" means the Nurses, Non-Government Schools (State) Award.
- (v) "Board" means the Nurses' & Midwives Board of New South Wales.
- (vi) "Call Back" means being required to return to school out of rostered hours.
- (vii) "Casual Nurse" means a nurse who is engaged and paid as such.
- (viii) "Employer" means the employer of an employee to whom the award applies.
- (ix) "Full time Nurse" means a nurse who is engaged to work 38 hours per week.
- (x) "Off-Site" means an employee residence other than the school site.
- (xi) "Part time Nurse" means a nurse who is engaged to work regularly, but for less than 38 hours per week.
- (xii) "Registered Nurse" means a person registered by the Board as such.
- (xiii) "Senior Nurse" means a registered nurse appointed to be in charge of one or more registered nurses.
- (xiv) "Nurse in Charge" means a registered nurse appointed to be in charge of four or more registered nurses
- (xv) "Service" for the purpose of clause 6, Salaries, of this award means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse, general nurse, geriatric nurse, mental retardation nurse, infants nurse, midwifery nurse, mothercraft nurse or psychiatric nurse, as the case may be; provided that following initial registration as a general, mental retardation or psychiatric nurse, all subsequent registered service shall count.

Provided that incremental salary progression for all part-time and casual employees shall be on the basis of employees having completed the equivalent of one year's full-time employment on each step of the scale i.e. 1,982 hours. All paid leave shall count towards service.

- (xvi) "Temporary Employee" means an employee employed to work full time or part time for a specified period which is not more than a full school year but not less than four school weeks.

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

3. Contract of Employment

- (i) Letter of Appointment

On appointment, the employer shall provide to a nurse, other than a casual nurse, a letter setting out the following:

- (a) the classification and rate of pay of the nurse; and
- (b) the number of hours to be worked each week and the number of weeks or days to be worked throughout the year; and
- (c) a statement in relation to superannuation entitlements; and
- (d) whether the rate of pay is payable during term time only or throughout the year in accordance with subclause (iv) of clause 6, Salaries.

If there is a requirement to work during school vacations the number of such days to be worked shall be clearly specified.

(ii) Probationary Period

A new employee may be appointed by the employer, with notice in writing, on a probationary basis for a period not exceeding three months.

(iii) Stand down

- (a) A nurse may be stood down on leave of absence without pay during all school vacation periods when no work is available. Provided that the contract of employment shall be deemed not to have been broken for all award and statutory purposes by such leave of absence during vacation periods. Provided that such leave of absence during pupil vacation periods shall count as service for all award and statutory purposes.
- (b) Where the employment of a nurse is terminated by the employer in accordance with the provisions of this clause through no fault of the nurse within one week of the end of any school term or during the following vacation, and such nurse whose services are so terminated is re-employed by the same employer before the expiration of two weeks after the commencement of the next school term, the contract of employment shall not be deemed to have been broken for the purposes of the Long Service Leave Act, 1955.

(iv) Termination of employment

- (a) Except for the first week of employment, the employment of a full-time or part-time nurse may be terminated by either party by giving notice to the other party as set out in the following table "Period of Notice", or by the payment or forfeiture of the equivalent wages in lieu of notice.

Period of Notice

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

- (b) Paragraph (a) of this subclause shall not affect the right of the employer to dismiss any employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only.
- (c) The employment of a casual employee may be terminated by one hour's notice by either party.

(v) Statement of Service

On the termination of employment the employer shall, at the request of the nurse, give to such employee a statement signed by the employer stating the period of employment, the nurse's classification, and when the employment terminated.

(vi) Payment on Termination

Nurses terminating employment shall be paid all wages and other monies due forthwith, including any payments which may be due in lieu of annual leave and/or long service leave.

4. Hours

The ordinary hours of work, inclusive of meal times, shall be 152 hours per four week cycle and shall not exceed an average of 38 hours per week. The spread of hours shall not exceed twelve in any one day.

Rostered hours include the period where the employee is required to be available for duty other than a period overnight when the employee is sleeping on the premises.

5. Overtime

(i) An employer may require an employee to work reasonable overtime at overtime rates.

All time worked by employees in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift.

(ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

(iii) For the purposes of subclause 5(ii) what is unreasonable or otherwise will be determined having regard to:

- (a) Any risk to employee health and safety;
- (b) The employee's personal circumstances including any family and carer responsibilities;
- (c) The needs of the workplace or enterprise;
- (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) Any other relevant matter.

6. Salaries

(i) Full-time Nurse

The minimum weekly rate of pay for full-time employees shall, subject to the other provision of this award, be calculated by dividing the rates of pay set out in Table 1 - Wage Rates, of Part B, Monetary Rates by 52.142857

(ii) Part-time Nurse

A part-time nurse shall be paid an hourly rate calculated on the basis of 1/38 of the appropriate weekly rate prescribed by this award.

(iii) Casual Nurse

- (a) Casuals shall be paid an hourly rate calculated on the basis of one thirty- eighth of the appropriate weekly rate prescribed by this award plus 20 percent (which shall include the

entitlement to payment in respect of annual leave under the Annual Holidays Act, 1944) with a minimum payment of two hours for each start and shall also be paid all fares reasonably and actually incurred in travelling to and from work.

- (b) A casual nurse shall not be entitled to the benefit of any of the other provisions of this award, except for subclause (i) of clause 18, Allowances, but may be provided with meals during working hours.
- (c) A casual employee shall be entitled to the provisions found in clauses 14, 16 and 17.
- (iv) Temporary Nurse
 - (a) A temporary nurse shall be paid the appropriate weekly rate of salary prescribed by this award.
- (v) Stand Down Provision for nurses not required to work non-term time

The employer may elect to stand down an employee in accordance with subclause (iii) of clause 3, Contract of Employment, or to average the employee's payment of wages over the year.

(A) Independent Schools

When the employer elects to average the employee's payment of wages in accordance with subclause (iii) of Clause 3, the rates will be paid in installments throughout the year including annual leave (this is not inclusive of the annual leave loading).

The following formula shall be used to determine the appropriate weekly rate:

$$\frac{N + 11}{240} \times \frac{\text{annual rate of salary}}{52.14}$$

Where:

N = number of days the employee will be required to work each year

Provided that:

- (i) the number of days worked excludes public holidays; and
 - (ii) for the purpose of this formula only, and to avoid a mathematical inconsistency, a part-time employee shall be deemed to work the same number of days during school terms as a full-time employee at the same school.
 - (a) Part time averaged rates shall be calculated by determining the full time averaged salary then dividing by 38.
 - (b) The rate of pay of an employee determined by paragraphs (a) of this subclause, shall be the appropriate rate for all purposes. However, such rate shall not be used in the calculation of casual and overtime rates of pay which may be payable to the employee.
- (B) Catholic Standard

Full-time and part-time nurses who are not required to work 48 weeks a year shall be paid in accordance with this subclause:

- (i) Where a nurse is not required to work 48 weeks in a year (excluding annual leave) then the employer may elect to stand down the nurse or to pay the nurse in accordance with paragraph (b) of this subclause.

- (ii) When the employer elects to average a full-time nurse's payment of wages under paragraphs (a) of this subclause the nurse will be paid in equal instalments throughout the year. The following formula shall be used to determine the appropriate full-time weekly rate:

$$\frac{(N + 11) \times W}{240}$$

where;

W = weekly rate for employees required to work 48 weeks per year determined in accordance with paragraph (a) of subclause (vii) of this clause

N = number of days worked per year and is not less than the number of days in the school year at each school; provided that:

- (1) N cannot be less than the number of school days in that school;
- (2) the value of N does not include the days paid at a casual rate in Clause 8, Work During Pupil Vacation Periods;
- (3) the number of days worked excludes public holidays; and
- (4) N cannot exceed 229 and if it does the employee shall be paid in accordance with subclause (vii) of this clause.

Provided that where the employee works school terms only (that is, where N equals 204) this formula shall be rounded to:

$$0.9 \times W$$

- (iii) Part-time employees not required to work 48 weeks of the year and not stood down, for each hour worked during ordinary time, shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with paragraph (b) of this subclause, for the class of work performed by them.
- (iv) The rate of pay of an employee determined by paragraphs (b) and (c) of this subclause shall be the appropriate rate for all purposes. However, such rate shall not be used in the calculation of casual and overtime rates of pay which may be payable to the employee.
- (v) Rounding of Rates

The hourly rate of part-time and casual employees shall be calculated to the nearest whole cent, any amount less than half a cent in the result to be disregarded.

- (vi) Absorption

The increases in minimum rates of payment may be fully absorbed at the discretion of the employer into any payment that an employee receives in excess of the rates set out in Table 1- Wage Rates of Part B - Monetary Rates at the applicable time.

7. Call Back

- (i) An employee who resides off-site and is called back, with or without prior notification, shall be paid a minimum of two hours pay at the appropriate rate for each such attendance. Where an employee is recalled to duty, he or she shall be reimbursed all reasonable fares and expenses actually incurred.

- (ii) An employee who resides on the school site may be provided full board and lodging in lieu of a call-back allowance.
- (iii) An employee called back to work overtime after leaving the employer's premises shall be paid for a minimum of two hours work at the appropriate overtime rate each time so recalled in accordance with clause 5 Overtime. If the work required is completed in less than two hours, the employee shall be released from duty.
- (iv) If an employee who does not normally reside on the school site is required to sleep over as part of a call back then the terms of remuneration will be negotiated between the employer and the employee.

8. Payment of Salaries

- (i) Casual employees shall be paid upon the completion of each engagement.
- (ii) Salaries shall be paid weekly, fortnightly or monthly.
- (iii) Employees may have their salary paid into one account with a bank or other financial institution of New South Wales as nominated by the employee. Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday.
- (iv) Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the employee, the relevant parties shall seek agreement on the matter of the overpayment including, when necessary and appropriate, discussion between the Nurses Association and relevant employer representatives.

9. Higher Grade Duty

An employee, who is called upon to relieve an employee in a higher classification and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification, shall be entitled to receive, for the period of relief, the minimum salary appropriate to such higher classification.

10. Time Off Duty

All employees shall be entitled to two days off duty each week, or four days off duty each fortnight, at a time mutually convenient to the employer and the employee. Such days off shall be consecutive as far as is practicable, unless the employee and the employer agree otherwise. The days upon which days off are to be taken, once agreed between the employer and the employee shall not be changed without seven days' notice being given by each party.

11. Annual Leave

- (i) All employees who commence employment on or after 1 December 2005, other than casual nurses, shall receive four weeks paid annual leave in accordance with the *Annual Holidays Act 1944*, such leave normally to be taken during the Christmas vacation period.
- (ii) All employees who commenced employment prior to 1 December 2005 other than casual nurses, shall receive nine weeks paid annual leave per year, of which not less than six weeks shall be in one unbroken period during the Christmas vacation period.
- (iii) All part-time employees shall receive four weeks paid annual leave in accordance with the *Annual Holidays Act 1944*, such leave normally to be taken during the Christmas vacation period.

12. Annual Leave Loading

- (i) In this clause the *Annual Holidays Act, 1944*, is referred to as "the Act".
- (ii) Before an employee, other than a casual 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 the employee a loading determined in accordance with this clause.

- (iii) 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.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this award, or, where such a holiday is given and taken in separate periods then in relation to each separate period, provided that the loading shall only apply to the first four weeks of vacation leave prescribed by subclause (ii) of clause 11, Annual Leave, of this award taken by an employee after each qualifying period of service of twelve months.
- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) of this clause at the rate of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing his/her annual holiday, but shall not include the amounts prescribed in subclause (i) of Clause 15 of this award.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such 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 holiday and is to be calculated in accordance with subclause (v) of this clause applying the award rates of wages payable on that day.
- (vii) Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
 - (a) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (iv) of this clause;
 - (b) 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/her under the Act, such proportion of the loading that would have been payable to him/her under this clause 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.
- (viii)
 - (a) Where 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 subclause (iv) of this clause for the period not taken.
 - (b) Except as provided in paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.

13. Long Service Leave

For entitlement of long service leave, see the *Long Service Leave Act*, 1955.

14. Parental Leave

- (i) 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)
- (ii) 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.

(iii) 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.

(iv) Communication during parental leave

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

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

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

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

15. Sick Leave

An employee, who after not less than three months continuous service in his/her current employment is unable to attend for duty during the employee's ordinary working hours by reason of personal illness or incapacity not due to the employee's own serious and wilful misconduct shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance subject to the following:

- (i) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.
- (ii) The employee shall, as soon as reasonably practicable and in any case within 24 hours of commencement of such absence, inform the employer of the employee's inability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of absence.
- (iii) Other than in respect of the first two days' absence in respect of sickness in any year an employee shall, upon request, provide a medical certificate addressed to the employer, or if the employer requires, to the school medical officer. Notwithstanding the foregoing the employer may require other evidence of sickness.
- (iv) The employee shall, in respect of any year of continued employment, be entitled to paid sick leave for seven working days during the employee's first year of service, and ten working days during each subsequent year of service. Any period of paid sick leave allowed by the employer to an employee in any such year shall be deducted from the period of sick leave which may be allowed or carried forward under this award in respect of such year.
- (v) The rights under this clause shall accumulate from year to year so long as the employee's employment continues with the employer so that any part of seven days in the first year of service and ten days in any subsequent year of service which has not been allowed in any year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment.
- (vi) For the purposes of this clause a year means a year of employment.
- (vii) A part-time employee shall be entitled to sick leave upon the same ratio as the number of hours worked in each week bears to 38.

16. Carer's Leave

A. Independent Schools

- (i) Use of Sick Leave
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in (i)(c) 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 15 Sick Leave, 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,
 - (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, 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 and support of the person concerned; and
 - (ii) the person concerned being:
 - (A) a member of the employee's immediate family; or
 - (B) a member of the employee's household.

The term immediate family includes:

- (1) a spouse (including former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bonafide domestic basis although not legally married to the person; and
 - (2) a child or adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), a parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or spouse of the employee.
- (d) The employee shall not be entitled to paid carer's leave unless he or she notified the Principal of the school (or a person deputised by the Principal) of the need for carer's leave and the estimated period of absence at the first available opportunity and where possible, before the first organised activity at the school on the day of absence. The employee will have sick leave credits available to the extent of the leave to be taken.
- (e) Notwithstanding paragraph (a) of the subclause, a part-time employee is only entitled to an amount of carer's leave in the same proportion the hours of a part-time employee bears to the hours of a full-time employee.
- (f) Any carer's leave taken in accordance with this clause shall be deducted from the sick leave entitlement of the employee.

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 21 should be followed.

(ii) Unpaid Leave

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 subparagraph (ii) of paragraph (c) of subclause 16A of this clause who is ill.

(iii) Annual Leave

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

- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause shall be exclusive of any stand down period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five annual leave days are taken.
 - (d) 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.
- (iv) Personal Carers Entitlement for casual employees
- (a) Subject to the evidentiary and notice requirements in (i)(b) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i)(c) 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.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

B. Catholic Personal / Carer's leave

This clause only applies to employees who are employed under the Nurses, Non-Government Schools (State) Award by a body which has been established by the Catholic Church to propagate religion, excepting employees employed by Chevalier College, Bowral; Kincoppal, Rose Bay; and, Loretto, Kirribilli. Where this clause applies, clause 16 A shall not apply.

- (i) Use of Sick Leave to Provide Care and Support for a Family Member
- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in (i)(c) 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 15 Sick Leave, 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,
 - (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, 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 family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the employee or spouse.

(ii) Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the Anti-Discrimination Act.
- (b) An employee, other than a casual employee, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the employee's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph B (i) (c) (ii).
- (c) Where an employee, other than a casual employee, is not entitled to utilise sick leave credits pursuant to paragraph 1(a) he or she may access any current or accrued sick leave for any pressing domestic necessity, where the employee is responsible for the care or support of a person not referred to in subparagraph B (i) (c) (ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 2(b) is non-cumulative.
- (e) If required, an employee shall provide a written statement or other evidence supporting the application for personal/carer's leave for the purpose of pressing domestic necessity.

(iii) Notification of Intention to Take Leave

In relation to subclauses (i) and (ii), wherever practicable, an employee shall give the employer notice prior to the absences of the intention to take leave. The employee shall also provide the name of the person requiring care, that person's relationship to the employee, the nature of any pressing domestic necessity, 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.

(iv) 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 class of person set out in subclause (i)(c) above who is ill or who requires care due to an unexpected emergency.

(v) 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 stand down 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.

(vi) Personal Carers Entitlement for casual employees

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

17. Bereavement Leave

A. Independent Schools

- (a) Upon the death within Australia of an employee's husband or wife, including de facto husband or de facto wife, parent, child including stepchild or ward, brother or sister, mother-in-law or father-in-law, the employee shall be entitled upon notice to leave of absence for two working days. Proof of death of the relative shall lie upon the employee.
- (b) Bereavement leave shall be available to an employee in respect of the death of a member of the employee's immediate family or household as defined in clause 16, Carer's Leave.
- (c) 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.
- (d) Bereavement leave may be taken in conjunction with other leave available under subclauses (ii) and (iii) of the said clause 16. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the school.
- (e) Bereavement entitlements for casual employees
 - (i) Subject to the evidentiary and notice requirements in subclause (a) 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 (i)(c)(ii) of Clause 16, Personal/Carers Leave
 - (ii) 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
 - (iii) 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. Bereavement Leave (Catholic Standard)

This clause only applies to employees who are employed under the Nurses, Non-Government Schools (State) Award by a body which has been established by the Catholic Church to propagate religion.

- (a) 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 17A (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 in relation to whom the employee could have utilised Catholic 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.
- (d) An employee shall not be entitled to Bereavement Leave under this clause during any period of which the employee has been granted other leave.
- (e) Bereavement Leave may be taken in conjunction with other leave available under the Catholic Personal/Carer's Leave clause. Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.
- (f) Bereavement entitlements for casual employees
 - (i) Subject to the evidentiary and notice requirements in subclause (b) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause (i)(c)(ii) of Clause 12, Personal/Carers Leave
 - (ii) 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
 - (iii) 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.

18. Allowances

- (i) Uniforms
 - (a) Where an employer requires an employee to wear a uniform, such uniform shall be provided by the employer. In lieu of providing a uniform an employer may elect to pay the sum as set in Item 1 of Table 2 of Part B, Monetary Rates except during periods of annual leave.
 - (b) Where uniforms are not laundered at the employer's expense an allowance as set in Item 2 of the said Table 2 shall be paid to the employee.
 - (c) Uniforms, for the purpose of this clause, shall be sufficient, suitable and of a recognised serviceable standard for the performance of nursing duties.
 - (d) Casual and part-time employees shall be paid the allowances under subclauses (a) and (b) of this clause on a pro-rata basis, calculated on the ratio that the number of hours worked by the employee bears to 38 hours per week.
- (ii) Nurse in Charge

A registered nurse who is designated to be in charge of 4 or more registered nurses shall be paid the allowance as set in Item 3 of Table 2 of Part B Monetary Rates.

19. Accommodation and Meals

- (i) Where full accommodation and meals of seven days per week is provided for a nurse, the employer shall be entitled to deduct from the salary of the nurse the amount set out in Item 1 Table 3, Monetary Rates, for Accommodation and Meals.
 - (a) In accordance with clause 7 (ii) Call Back, an employee who resides on the school site may be provided full board and lodging in lieu of a call-back allowance.

- (ii) When a nurse who is living off-site is provided with meals by the employer, a deduction at the rate set out in Item 2 of Table 3, Monetary Rates for each such meal may be made by the employer.
- (iii) When the building of a structure is commenced or a building acquired subsequent to the commencement of this award for the purpose of either solely or inter alia of providing lodging for a nurse in accordance with this clause such lodging shall consist of not less than a private bedroom for the sole use of the nurse, and a bathroom and toilet for use by the nurse and not more than three other members of the staff and the provision of a common sitting room for use by all members of the staff.

20. Anti - Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the objective 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.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award that parties have obligations to take all reasonable steps to ensure that the operations of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment 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 exempt for 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 on 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.

21. Disputes Procedure

It is the intention of the parties to this award to eliminate disputes which result in stoppages, bans or limitations, and it is agreed that the parties to this award shall confer in good faith with a view to resolving the matter by direct negotiation and consultation.

The parties further agree that subject to the provisions of the *Industrial Relations Act, 1996*, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question.

- (i) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the employee and immediate supervisor.
- (ii) If the matter is not resolved at this level, the matter will be further discussed between the affected employee, the union representative and the supervisor or manager of the relevant section or department, and the employer's industrial relations representative shall be notified.

- (iii) If no agreement is reached the union representative will discuss the matter with the company's nominated industrial relations representative.
- (iv) Whilst the foregoing procedure is being 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.
- (v) Should the matter still not be resolved it may be referred by these parties to the Industrial Commission of New South Wales for settlement.
- (vi) This clause shall not apply to any dispute as to a bona fide safety issue.

22. Labour Flexibility

- (i) The parties to the Award agree that the needs of the school may require the experience and skill of nursing staff employees to advance the general interests of the school. The parties agree that nursing staff employees may be engaged in the following work of the school in addition to the existing duties that are outlined in this Award.

- (a) Curriculum involvement

In circumstances where the skill, experience and expertise of the nursing staff employees is relevant to the school curriculum the parties agree that, by providing adequate notice and assistance, such staff may be engaged in providing information to students and school staff. Such engagements may include but is not limited to the following

Guest Lectures

General Advice

Policy Development

Management of Critical Incidents

Advice to the School Executive

- (b) Occupational Health and Safety

When requested to do so by the Principal or his/her delegate, the skill, experience and expertise of the nursing staff employees may be applied to participate in the activity of the occupational health and safety consultative arrangement that operates within the school. Such engagement may include but is not limited to the following:

General advice

Co-ordination and or Membership of an OH&S Committee

Co-ordination and or Membership of an OH&S Consultative Structure as defined in current legislation

Any other means that is agreed to between the employer and the employee

- (c) Staff Professional Development

In circumstances where the skill, experience and expertise of the nursing staff employees is relevant to the professional development agenda of the school, the parties agree that, by providing adequate notice and assistance, such staff may be engaged for the purpose of providing information to the school staff on health matters. Such engagement may include but is not limited to the following:

First Aid Training for Staff

General advice on a range of health issues that are relevant to the work of the School

Lectures and learning activities on relevant health topics that are within the scope of the skill, experience and expertise of the nursing staff including but not limited to crisis and critical incident management, drug and alcohol education, eating and other social disorders, mental health issues, management of students with disabilities or specific health conditions.

- (ii) Consent to requests to be engaged in such activity will not be unreasonably withheld.

23. Exemptions

An employee, who is in receipt of a salary 10% in excess of the appropriate rate applying from time to time as set out in Table 1 - Salaries of Part B Monetary Rates, shall not be entitled to the benefits of the following clauses:

1. Clause 4 - Hours
2. Clause 5 - Overtime
3. Clause 18 - Allowances and Deductions

24. No Extra Claims

It is a term of this award that the Association undertakes until 31 December 2007, not to pursue any extra claims, award or over-award, except when consistent with the current wage fixation principles.

25. Remuneration Packaging

- (i) This clause shall apply to those individual schools wishing to facilitate the provision of salary and benefit packages to individual members of staff covered by this award.
- (ii) For the purpose of this clause:
- (a) "Benefits" means the benefits nominated by the nurse from the benefits provided by the school and listed in paragraph (c) of subclause (iv) of this clause.
 - (b) "Benefit Value" means the amount specified by the school as the cost to the school of the benefit provided including fringe benefit tax, if any.
 - (c) "Fringe Benefit Tax" means tax imposed by the *Fringe Benefits Tax Act 1986*.
- (iii) Conditions of employment - Except as provided by this clause, nurses must be employed at a salary based on a rate of pay, and otherwise on terms and conditions, not less than those prescribed by this award.
- (iv) Salary packaging - the school may offer to provide and the nurse may agree in writing to accept:
- (a) the benefits nominated by the nurse, and
 - (b) a salary equal to the difference between the benefit value and the salary which would have applied to the nurse or under subclause (iii) of this clause, in the absence of an agreement under this clause.
 - (c) the available benefits are those made available by the school from the following list:
 1. superannuation;
 2. other benefits offered by the school.

- (d) The school must advise the nurse in writing of the benefit value before the agreement is entered into.
- (v) During the currency of an agreement under subclause (iv) of this clause:
- (a) Any nurse who takes paid leave on full pay shall receive the benefits and salary referred to in paragraphs (a) and (b) of subclause (iv) of this clause.
- (b) If a nurse takes leave without pay the nurse will not be entitled to any benefits during the period of leave.
- (c) If a nurse takes leave on less than full pay he or she shall receive:
1. the benefits; and
 2. an amount of salary calculated by applying the formula:

$$A = S \times P\% - [(100\% - P\%) \times B]$$
 where:

S = the salary determined by paragraph (b) of (iv) of this clause.
 P = the percentage of salary payable during the leave.
 B = benefit value.
 A = amount of salary.
- (d) Any other payment under this award, calculated by reference to the nurse's salary, however described, and payable:
1. during employment; or
 2. on termination of employment in respect of untaken paid leave; or
 3. on death,
- shall be at the rate of pay which would have applied to the nurse under subclause (iii) of this clause, in the absence of an agreement under paragraphs (a) and (b) of subclause (iv) of this clause.

26. Superannuation

(i) Definitions

For the purpose of this clause:

- (a) "Employee" means an employee employed by the employer to whom this award applies.
- (b) "Employer" means the employer of an employee to whom this award applies.
- (c) "Funds" means either:
- (1) the New South Wales Non-Government Schools Superannuation Fund, or
 - (2) any other superannuation fund approved in accordance with the commonwealth operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this

award in respect of that employee including any Catholic diocesan superannuation fund existing as at the date of this award which is approved in accordance with the standards and is approved by the employer.

- (d) "Basic earnings" shall mean the weekly or hourly rate of pay prescribed for the employee by this award including the following:
- (i) payment for ordinary hours of work;
 - (ii) any percentage addition payable to casual employees for ordinary hours of work;
 - (iii) any percentage addition payable to a temporary full-time employee engaged for less than 13 weeks.
 - (iv) Overaward payments for ordinary hours of work.

(ii) Fund

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

(iii) Benefits

- (a) Except as provided in paragraphs (c), (d) and (f) of this subclause, each employer shall, in respect of each employee employed by it, pay contributions into a fund to which the employee is eligible to belong and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of three per cent of the employee's basic earnings.
- (b) Subject to paragraph (d) of this subclause, contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as trustees of the fund may reasonably determine.
- (c) An employer shall not be required to make contributions pursuant to this award in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (d) Contributions shall commence to be paid from the beginning of the first pay period commencing on or after the employee's date of engagement.
- (e) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award. Where no such nomination is made before any such contributions become payable, the said contribution referred to in paragraph (a) of this subclause will be paid to the approved fund for that place of employment.
- (f) An employer shall make contributions pursuant to this award in respect of -
 - (1) casual employees who earn in excess of \$2000.00 during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employees"); and
 - (2) qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue to the employee of his or her annual group certificate.

- (g) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes of such employees the employer shall notify its employees of such approval.

- (h) When a new employee commences in employment, the employer shall advise the employee in writing of the of the employee's entitlements under this award within two weeks of the date of commencement of employment and also of the provisions of (d) of this subclause in the case of a full-time or part time employee and paragraph (f) of this subclause in the case of a casual employee.

(iv) Transfers between Funds

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

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

(v) Superannuation Legislation

The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993*, and s124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, shall govern the superannuation rights and obligations of the parties.

27. Area, Incidence and Duration

- (i) This award rescinds and replaces the Nurses, Non-Government Schools (State) Award published 11 March 2005 (349 I.G. 1) as varied.
- (ii) It shall apply to persons employed as registered nurses and senior nurses as herein defined by all non-government schools within the State of New South Wales within the jurisdiction of the Trained Nurses &c., Other Than In Hospitals, &c., (State) Conciliation Committee, excepting:
- (a) persons employed in schools in the County of Yancowinna; and
- (b) persons employed in establishments licensed under the Children (Care and Protection) Act, 1987.
- (iii) It shall take effect in respect of:
- column 1 in Table 1 of Part B, Monetary Rates, from the beginning of the first full pay period to commence on or after 1 December 2005;
- column 2 of Table 1 from the beginning of the first pay period to commence on or after 1 February 2006
- column 3 of Table 1 from the beginning of the first pay period to commence on or after 1 February 2007
- and in all other respects from 15 February 2006.
- (iv) Negotiations for a new award shall commence from 31 September 2007, being 3 months before the end of this award's nominal term.
- (v) This award shall remain in force until 31 December 2007 and thereafter until further order of the Industrial Relations Commission of New South Wales.

PART B
MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

Table 3 - Deductions

Table 1 - Salaries

Classification Registered Nurse:	Column 1 First full pay period on or after 1.12.05 18% increase \$	Column 2 First full pay period on or after 1.2.06 4% increase \$	Column 3 First full pay period on or after 1.2.07 4% increase \$
1st year of service	36,074.00	37,517.00	39,017.00
2nd year of service	37,913.00	39,430.00	41,007.00
3rd year of service	39,747.00	41,337.00	42,990.00
4th year of service	41,704.00	43,372.00	45,107.00
5th year of service	43,654.00	45,400.00	47,216.00
6th year of service	45,599.00	47,423.00	49,320.00
7th year of service	47,838.00	49,752.00	51,742.00
8th year of service	49,697.00	51,685.00	53,752.00
Senior Nurse	56,445.00	58,703.00	61,051.00

Table 2 - Other Rates and Allowances

Item No	Clause	Description	Amount \$
1	18 (i)	Uniform Allowance: - Uniforms - Stockings	6.07 per week 2.99 per week
2	18 (ii)	Uniform Allowance - Laundry	4.65 per week
3	18 (iii)	Nurse in Charge	21.86 per shift

Table 3 - Deductions

Item No	Clause No.	Description	Amount \$
1	19 (i)	Accommodation and Meals	98.86 per week
2	19 (ii)	Meals	6.09 per meal

J. McLEAY, Commissioner

(1685)

SERIAL C4202**UNIVERSITY UNIONS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4121 of 2005)

Before Mr Deputy President Sams

15 November 2005

REVIEWED AWARD

1. Delete clause 22, Personal/Carer's Leave, of the award published 22 August 2003 (341 I.G. 100) and insert in lieu thereof the following:

22. Personal/Carer's Leave

22.1 Use of Sick Leave -

22.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in Clause 22.1.3.2 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 21, 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.

22.1.2 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.

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

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

22.1.3.2 the person concerned being:

22.1.3.2.1 a spouse of the employee; or

22.1.3.2.2 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

22.1.3.2.3 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

22.1.3.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

22.1.3.2.5 a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:

(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.

22.1.4 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.

22.2 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 20.1.3.2 above who is ill.

22.3 Annual Leave -

22.3.1 An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual 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.

22.3.2 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.

22.3.3 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.

33.4 Time Off in Lieu of Payment for Overtime -

22.4.1 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.

22.4.2 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.

22.4.3 If, having elected to take time as leave in accordance with paragraph 22.4.1 of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.

22.4.4 Where no election is made in accordance with 22.4.1, the employee shall be paid overtime rates in accordance with the award.

22.5 Make-up Time -

22.5.1 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.

22.5.2 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.

2. Insert after subclause 40.3, of clause 40, Area, Incidence and Duration, the following new subclause:

40.4 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 NSW on 28 April 1999 (310 I.G. 359) and take effect on and from 15 November 2005. This award remains in force until varied or rescinded, the period for which it was made already having expired.

P. J. SAMS *D.P.*

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(489)

SERIAL C4340**MOTOR VEHICLE SALESPERSON (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales and another, industrial organisation of employees.

(No. IRC 6164 and 6240 of 2005)

Before The Honourable Justice Schmidt

7 December 2005

VARIATION

1. Delete clause 20, Holidays, of the award published 3 November 2000 (319 I.G. 1092), and insert in lieu thereof the following:

20. Holidays

- (i) The following days shall be observed as paid public holidays, namely: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight-hour Day, August Bank Holiday, Christmas Day, Boxing Day, and any other statutory public holiday as may, from time to time, be proclaimed throughout the State; provided that the proclaimed in lieu of Eight Hour Day in the area in which the employee usually is employed shall be observed as a public holiday in lieu of Eight-hour Day.
- (ii) For the purpose of this award -
- (a) where Christmas Day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively;
- (b) where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day;
- (c) where New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Year's Day and the said Saturday and/or Sunday shall be deemed not to be holidays.

By agreement between an employer and the majority of the employees in a particular workplace, other days may be substituted for the said days or any of them as to that workplace.

2. This variation shall take effect on and from the first full pay period commencing on or after 7 December 2005.

M. SCHMIDT J.

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(625)

SERIAL C4339

SCHOOL SUPPORT STAFF (ARCHDIOCESE OF SYDNEY, DIOCESES OF BROKEN BAY AND PARRAMATTA) (STATE) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, industrial organisation of employees.

(No. IRC 6219 of 2005)

Before The Honourable Justice Schmidt

7 December 2005

VARIATION

1. Delete clause 21, Long Service Leave of the award published 17 February 2006 (357 I.G. 78), and insert in lieu thereof the following:

21. Long Service Leave

- (i) Applicability of *Long Service Leave Act 1955*.

Except in so far as expressly varied by the provisions of this clause, the provisions of the Act shall apply to employees employed under this Award.

- (ii) Entitlement to leave from 30 January 2006

Subject to sub-clause (iii) of this award, the amount of long service leave to which an employee shall be entitled in respect of service performed on and from 30 January 2006 shall be:

- (a) In respect of full-time service an employee shall accrue 49.4 hours per year of service.

“Full-time service” means an employee who works thirty eight hours per week. (NB that this definition is consistent with the definition of full-time employee in clause 3(iv) of this award.)

- (b) Where an employee works part-time in a given year the employee shall accrue leave on a pro rata basis according to the number of hours worked by the employee in a week compared to 38, where a full-time employee accrues 49.4 hours of leave for each year of service.

An employee shall be entitled to leave in accordance with this subclause together with leave pursuant to subclause (iii) of this clause.

- (iii) Calculation of Accrued Leave as at 29 January 2006

- (a) An employee whose employment commenced prior to 30 January 2006 will have accrued long service leave as at 29 January 2006 in accordance with previous award and legislative provisions.

A summary of the accrual rates pursuant to these provisions is set out below:

Calculation of Entitlement:

Prior to 1 January 2001	.866 weeks per year.
1 January 2001 to 29 January 2006	1.3 weeks per year.

- (b) It is the intention of the parties that on and from 30 January 2006 long service leave accrual will reflect the differing patterns of work of employees within Catholic schools, whose terms of

engagement may change in terms of hours of work during their working career. To that end on 29 January 2006, all existing accruals will be converted from weeks to hours.

- (c) The following formula will be used to calculate the number of hours of long service leave that an employee is entitled to as at 29 January 2006:
- (1) all full-time employees, as at 29 January 2006, will have their weeks of accrued long service leave converted to hours on the basis of 1 week of accrued leave equals 38 hours of accrued leave;
 - (2) all part-time employees, as at 29 January 2006, will have their weeks of leave converted to hours of leave by averaging their hours worked during the last 5 years of eligible service, comparing it with the current hours worked, (i.e. as at 29 January 2006) and using the higher figure to determine the proportion the number of hours worked by the employee bears to 38. Each week of accrued leave is then multiplied by the determined proportion of the number of hours of work compared to 38, and further multiplied by 38 hours to determine the accrued leave balance in hours.
- (iv) An employee shall be entitled to take any leave accrued under subclause (ii) and subclause (iii) of this clause upon completion of ten years service with an employer. Provided that an employee is further entitled to take any further leave accrued under this clause upon completion of each subsequent 5 years of service or as otherwise agreed with the employer.
- (v) It is the intention of the parties that the number of hours of long service leave accrued by the employee can be taken at the employee's current weekly hours of work when the long service leave is taken.
- For example, an employee works full-time for their first ten years of employment and then reduces to 19 hours per week (0.5 of full-time) for the next five years of their employment. The employee would accrue 494 hours of long service leave for their first ten years of service and then 123.5 hours of long service leave over their next five years of service, a total of 617.5 hours long service leave. If the employee works 19 hours per week (0.5 of full-time) at the time they commence leave, the employee would be entitled to take their 617.5 hours of long service leave over 32.5 weeks (ie. 617.5 divided by 19).
- (vi) In the case of an employee who has completed at least five years service with an employer and the service of the employee is terminated or ceases for any reason, such employee shall be paid their accrued leave long service leave balance calculated in accordance with subclause (ii) and subclause (iii) of this clause.
- (vii) The service of an employee with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the employee taking unpaid leave in accordance with clause 19 Parental Leave, but the period during which the service is so interrupted shall not be taken into account in calculating the period of service for the purpose of long service leave.
2. This variation shall take effect from 29 January 2006.

M. SCHMIDT J.

(140)

SERIAL C4353**CLUB EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 274 of 2006)

Before The Honourable Justice Schmidt

6 February 2006

VARIATION

1. Delete Table 2 - Other Rates and Allowances, of Part J, Monetary Rates, of the award published 26 November 2004 (347 I.G. 431), and insert in lieu thereof the following:

Table 2 - Other Rates And Allowances

- (i) On and from 8 February 2006:

Item No.	Part No	Clause No	Brief Description	Amount \$
1	B	9.5.2, 9.11.2, 9.17.2	Shift Penalty	2.0699 per hour
2	B	9.5.2, 9.11.2, 9.17.2	Minimum payment	7.07 per day
3	B	9.5.3, 9.11.3	Broken Shift penalty	10.27 per day
4	B	9.5.4, 9.11.4	Night Shift penalty	13.65 per day
5	B	12.1.5 (a)	Apprentices prof. allowance 1st Occasion	3.01 per week
6	B	12.1.5 (b)	2nd Occasion	5.00 per week
7	B	12.1.5 (c)	3rd Occasion	6.97 per week
8	C	21.1.1 (i)	First Aid Allowance	18.22 per week
9	B	9.15.4, 14.1.5, 14.1.6	Meal Allowance	9.71 per occasion
10	C	22.1.1 (i)	Clothing - Permanent employees	17.11 per week
11	C	22.1.1 (ii)	- Apprentices	7.17 per week
12	C	22.1.1 (iii)	- Casuals	2.50 per day
13	C	22.1.4	Shoe Allowance Only: Clothing - Permanent employees	3.94 per week
14	C	22.1.4	- Apprentices	1.91 per week
15	C	22.1.4	- Casuals	0.61 per day
16	C	22.1.9 (i)	Laundry Allowance: Permanent Employees	8.58 per week
17	C	22.1.9 (ii)	Apprentices	3.87 per week
18	C	22.1.9 (iii)	Cummerbund	1.07 per week
19	C	22.1.9 (iv)	Casuals	2.52 per day
20	C	22.1.9 (v)	Cooks	12.21 per week
21	C	22.1.9 (vi)	Apprentice Cooks	5.15 per week
22	C	22.1.9 (vii)	Casual Cooks	3.27 per day
23	C	20.1.1 (i)	Meal provided - deduct	9.71 per week
24	C	20.1.1 (ii)	Board & Lodgings - deduct	92.81 per week
25	C	20.1.1 (iii)	Lodgings only - deduct	44.31 per week
26	C	23.1.1	Tool Allowance	9.86 per week
27	C	23.1.2	Apprentice Tool Allowance	5.98 per week

2. This variation shall take effect from the first full pay period to commence on and from 8 February 2006.

M. SCHMIDT *J.*

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(683)

SERIAL C4356**TRANSPORT INDUSTRY - CASH-IN-TRANSIT (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 6794 of 2005)

Before Commissioner Macdonald

18 January 2006

VARIATION

1. Delete Tables 1 and 2, of Part B Monetary Rates, of the award published 4 April 2003 (339 I.G. 63), and insert in lieu thereof the following:

Table 1 - Wages

Classification	Rate \$
Cash transportation worker excluding non-armoured vehicle operator	620.05
Non-armoured vehicle operator	620.05

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Brief Description	Former Amount per day \$	New Amount per day \$
1	2.1	Carry keys to two key safes or possess and use knowledge of vault combinations	2.61	2.86
2	2.2	Performing mobile cash units (MCU) country work	5.26	5.79
3	2.3.1	Readiness to work with off-site automatic teller machines outside ordinary hours - Monday to Friday inclusive	16.40	18.04
		Saturday, Sunday and public holidays	41.02	45.12
4	2.3.3	Using own vehicle when on recall	0.40 per km	0.43 per km
5	2.4	First aid	1.94	2.13
6	2.5	Employees engaged on Reserve Bank work	9.44	10.38
7	4.7	Meal allowance	10.00	11.15
8	10.5	Meal allowance	9.35	10.45

* NB. Items 7 and 8 are CPI based allowances (up to September Quarter Period 2005)

2. This variation shall take effect on and from the first pay period commencing on or after 18 January 2006.

A. W. MACDONALD, Commissioner.

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(183)

SERIAL C4334

TRANSPORT INDUSTRY - CAR CARRIERS (NSW) CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, industrial organisation of employees.

(No. IRC 6113 of 2005)

Before The Honourable Justice Marks

23 December 2005

VARIATION

1. Delete Schedule 1 - Rates of Remuneration of the Contract Determination published 22 December 2000 (321 I.G. 264), and insert in lieu thereof the following:

SCHEDULE 1

Rates Of Remuneration

- (i) This schedule contains the following tables:

Table A: Rates of remuneration for local and interstate work where the contract carrier supplies the prime mover only.

Table B: Rates of remuneration for local and intrastate work where the contract carrier supplies both the prime mover and the trailer.

Table C: Rates of remuneration for local and intrastate work where the contract carrier supplies the prime mover and the tyres for the principal contractor's trailer.

Table D: Deemed distances to apply for common trips from the Sydney Metropolitan Area to towns within the State of New South Wales, for the purpose of calculating intrastate remuneration.

Table E: Deemed distances to apply for common round trips originating and terminating in the Sydney Metropolitan Area and passing through towns within the State of New South Wales, for the purposes of calculating intrastate remuneration.

- (ii) Where:

- (a) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
- (b) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Energy Grants (Credits) Scheme [the scheme] for that contract of carriage; and
- (c) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor;

the principal contractor may reduce the cartage rates payable in Tables "A", "B" and "C" of Schedule II of this determination up to a maximum reduction of 2.17% of the rate otherwise payable to the carrier for the performance of that contract of carriage.

- (iii) Should a carrier become ineligible to claim a rebate pursuant to the scheme or the scheme is abolished then the principal contractor shall not be permitted to reduce the cartage rates pursuant to sub-clause (ii).

(iv) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to sub-clauses (u) and (iii).

2. Delete Tables A, B and C of the said Schedule 1, and insert in lieu thereof the following:

Table A

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	27.69	43.86	58.01	72.29	79.45	32.37
2	41.84	65.24	82.21	99.58	108.97	48.91
3	53.61	82.36	101.58	123.48	134.94	62.67
4	63.02	96.89	120.83	147.43	160.77	73.70
5	70.11	116.59	140.13	171.33	186.74	81.95
Rate per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	27.69	14.62	14.50	14.46	13.24	32.37
2	41.84	21.75	20.55	19.92	18.16	48.91
3	53.61	27.45	25.40	24.70	22.49	62.67
4	63.02	32.30	30.21	29.49	26.80	73.70
5	70.11	38.86	35.03	34.27	31.12	81.95
Vehicle		Standing and Running Rate		Standing Time Rate		
		Per Hour \$		Per Hour \$		
1 Car		35.34		27.41		
3 Car		42.78		33.98		
4 Car		48.34		38.67		
5 Car		51.29		40.50		
6 Car		55.45		44.25		
1 Car Tilt		41.32		31.65		
Intrastate Work						
Vehicle		Standing & Running Rates - Cents per kilometre				
1 Car		68.10				
3 Car		97.55				
4 Car		108.00				
5 Car		119.82				
6 Car		128.80				
1 Car Tilt		79.88				

Table B

Local Work						
Zone Rates per Car Carriage - Prime Mover & Trailer						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	28.82	49.16	65.67	83.11	91.08	35.09
2	43.54	73.12	92.93	114.71	126.54	53.00
3	55.80	92.34	114.80	142.16	156.70	67.93
4	65.58	111.46	136.68	169.77	186.74	79.90
5	72.97	130.67	158.51	197.28	216.84	88.83

Rate per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	28.82	16.39	16.42	16.62	15.18	35.09
2	43.54	24.37	23.23	22.94	21.09	53.00
3	55.80	30.78	28.70	28.43	26.12	67.93
4	65.58	37.15	34.17	33.95	31.12	79.90
5	72.97	43.56	39.63	39.46	36.14	88.83
Vehicle		Standing and Running Rate		Standing Time Rate		
		Per Hour		Per Hour		
		\$		\$		
1 Car		36.79		28.78		
3 Car		47.96		34.40		
4 Car		54.69		39.57		
5 Car		59.04		42.10		
6 Car		64.38		48.93		
1 Car Tilt		44.78		34.68		
Intrastate Work						
Vehicle		Standing & Running Rate - Cents per kilometre				
1 Car		66.95				
3 Car		103.93				
4 Car		115.41				
5 Car		128.18				
6 Car		133.78				
1 Car Tilt		82.45				

Table C

after application of 2004 increase (Including 2% Trailer Hire)

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	28.01	44.41	59.30	73.42	80.81	32.35
2	42.33	66.05	84.01	101.25	110.84	48.87
3	54.27	83.39	103.78	124.99	137.13	62.63
4	63.81	100.70	123.55	149.86	163.42	73.65
5	70.95	118.04	143.31	174.24	189.71	81.92
Rate per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	28.01	14.80	14.82	14.68	13.47	32.35
2	42.33	22.02	21.00	20.25	18.47	48.87
3	54.27	27.80	25.95	25.00	22.86	62.63
4	63.81	33.57	30.89	29.97	27.24	73.65
5	70.95	39.35	35.83	34.85	31.62	81.92
Vehicle		Standing and Running Rate		Standing Time Rate		
		Per Hour		Per Hour		
		\$		\$		
1 Car		35.77		27.38		
3 Car		43.32		33.97		
4 Car		49.42		38.66		
5 Car		52.14		40.48		

6 Car	56.36	44.21
1 Car Tilt	41.31	31.62
Intrastate Work		
Vehicle	Cents per kilometre	
1 Car	69.74	
3 Car	100.29	
4 Car	113.45	
5 Car	124.46	
6 Car	133.92	
1 Car Tilt	79.84	

3. Delete Schedule 2 - Procedure and Time for Adjustment of Rates and Amounts, and insert in lieu thereof the following:

SCHEDULE 2

Procedure and Time for Adjustment of Rates and Amounts

- The rates prescribed in Schedule of Part III may be adjusted each year upon application to the Industrial Relations Commission.
- Applications for adjustment shall be made by reference to the calculated weighted movements in the following benchmarks for each cost component, calculated as at the end of the September Quarter each year.

Component	Benchmark	Current Weighting
Wages	Transport Industry (State) Award, Grade Three Transport Worker	38.36
Capital	ABS Consumer Price Index (CPI), Transportation Group, Motor Vehicles	18.99
Insurances	ABS CPI Financial and insurance services, Insurance Services	10.24
Registration	ABS CPI, Transportation Group, Other Motoring Charges	4.14
Repairs & Maintenance	ABS CPI, Transportation Group, Motor Vehicle Repair and Servicing	6.04
Tyres	ABS CPI, Transportation Group, Motor Vehicle Parts and Accessories	1.23
Fuel	ABS CPI, Transportation Group, Automotive Fuel	18.71
Administration	ABS CPI, All Groups, Sydney	2.29
Total		100

- Each Cost Component shall be re-weighted after each adjustment.
- The Union and the New South Wales Road Transport Association shall confer with a view to reaching agreement on any application for adjustment.
- If the benchmark for the cost components of insurances, tyres, repairs and maintenance, or fuel increases between adjustments to the extent that it causes an increase to the total rates of 3 per cent or more, then an interim adjustment may be applied for.
- Delete Schedule 3 - Table C1.

5. This variation shall take effect on and from 23 December 2005.

F. MARKS *J.*

Printed by the authority of the Industrial Registrar.

MOTELS, ACCOMMODATION AND RESORTS, &C. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C4119 published 3 February 2006

(356 I.G. 1229)

(No. IRC 5334 of 2004)

ERRATUM

1. Delete instruction 2 and insert in lieu thereof the following:
2. Insert after paragraph 8.2.3, of clause 8, Types of Employment, the following new paragraph:

8.2.4 Conversion to full-time or regular part-time employment

(a)

(i) This clause only applies to a regular casual employee.

(ii) A regular casual employee means a casual employee who is employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least twelve months.

(b) A regular casual employee who has been engaged by a particular employer for at least twelve months, may elect (subject to the provisions of this clause) to have his or her contract of employment converted to full-time or regular part-time employment.

(i) An employee who has worked at the rate of an average of 38 or more hours a week in the period of twelve months casual employment may elect to have his or her employment converted to full-time employment.

(ii) An employee who has worked at the rate of an average less than 38 hours a week in the period of twelve months casual employment may elect to have his or her employment converted to regular part-time employment.

(iii) Where a regular casual employee seeks to convert to full-time or regular part-time employment, the employer may consent to or refuse the election, but only on reasonable grounds. In considering a request, the employer may have regard to any of the following factors:

the size and needs of the workplace or enterprise;

the nature of the work the employee has been doing;

the qualifications, skills, and training of the employee;

the trading patterns of the workplace or enterprise (including cyclical and seasonal trading demand factors);

the employee's personal circumstances, including any family responsibilities; and

- any other relevant matter.
- (c) Where it is agreed that a regular casual employee will have his or her employment converted to full-time or regular part-time employment as provided for in this clause, the employer and employee must discuss and agree upon:
 - (i) to which form of employment the employee will convert - that is, full-time or regular part-time employment; and
 - (ii) if it is agreed that the employee will become a regular part-time employee, the matters referred to in subclause 8.3 of this Award.
 - (d) Despite paragraph 8.3.5 of this Award, where a regular casual employee is at 1 January 2006 engaged for a two hour minimum shift pursuant to sub-paragraph 8.2.2(e) of this Award, the employer and employee may agree that the employee will convert to regular part-time employment as provided for in this clause for a minimum of two consecutive hours on any shift. However, nothing in this clause requires an employer to convert a casual employee working two hour shifts to regular part time employment.
 - (e) The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.
 - (f) Once a regular casual employee has converted to full-time or regular part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
 - (g) An employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this Award.
 - (h) Nothing in this clause obliges a casual employee to convert to full time or regular part time employment, nor permits an employer to require a casual employee to so convert.
 - (i) Nothing in this clause requires an employer to convert the employment of a regular casual employee to full time or regular part time employment if the employee has not worked for twelve months or more in a particular establishment or in a particular classification stream.
 - (j) Nothing in the clause requires an employer to increase the hours of a regular casual employee seeking conversion to full time or regular part-time employment.
 - (k) Any dispute about a refusal of an election to convert a contract of employment or about the matters referred to in sub-paragraph 8.2.4(b) must be dealt with in accordance with the provisions of clause 6 - Procedure to avoid industrial dispute.
 - (l) Eligible employees who convert their employment under the provisions of this clause may do so from 1 January 2006. Service with the same employer prior to 1 January 2006 will be taken into account for the purposes of any such election. Any dispute arising about the application of this sub-clause between the date of this order and 1 January 2006 may be referred to the Commission for resolution.

G. M. GRIMSON *Industrial Registrar.*

(1028)

SERIAL C4422

**NEWCASTLE CITY COUNCIL TOP VALUE PARTNERSHIP AWARD
2003**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Newcastle City Council.

(No. IRC 1027 of 2006)

Before The Honourable Mr Deputy President Harrison

21 March 2006

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Newcastle City Council Top Value Partnership Award 2003 published 2 April 2004 (343 I.G. 931) as varied, be rescinded on and from 2 March 2006.

(Note: This award has been replaced by the Newcastle City Council Award 2006 made on 21 March 2006 in Matter No IRC 1056 of 2006).

R. W. HARRISON *D.P.*

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SERIAL C4442

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL
RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA06/124 - Sawmillers Exports Pty Limited Enterprise Agreement 2005****Made Between:** Sawmillers Exports Pty Limited -&- the Transport Workers' Union of New South Wales.**New/Variation:** Replaces EA03/81.**Approval and Commencement Date:** Approved and commenced 16 March 2006.**Description of Employees:** The agreement applies to all employees (except the Manager) employed by Sawmillers Exports Pty Limited, at the company's operations in the City of Newcastle, New South Wales who fall within the coverage of the Transport Industry (State) Award.**Nominal Term:** 36 Months.**EA06/125 - Dynamic Electrical Constructions Pty Limited Enterprise Agreement****Made Between:** Dynamic Electrical Constructions Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.**New/Variation:** Replaces EA03/237.**Approval and Commencement Date:** Approved 3 March 2006 and commenced 1 June 2006.**Description of Employees:** The agreement applies to employees of Dynamic Electrical Constructions Pty Limited engaged at the Company's Unanderra branch, namely 253-255 Princes Hwy, Unanderra, NSW 2526, who fall within the coverage of the Electrical Contracting Industry (State) Award.**Nominal Term:** 24 Months.**EA06/126 - Flyash Australia Pty Limited Enterprise Agreement 2006****Made Between:** Flyash Australia Pty Limited -&- The Australian Workers' Union, New South Wales .**New/Variation:** Replaces EA06/92.**Approval and Commencement Date:** Approved 17 February 2006 and commenced 4 February 2006.**Description of Employees:** The agreement applies to all employees employed by Flyash Australia Pty Limited located at 119 Willoughby Road, Crows Nest NSW 2065, who are engaged at Flyash Australia Limited's Eraring or Mount Piper site, who fall within the classification of the Flyash Australia (State) Award 2002.**Nominal Term:** 36 Months.

EA06/127 - Inghams Enterprises (Cardiff) Enterprise Agreement 2005

Made Between: Inghams Enterprises Pty Limited -&- The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch.

New/Variation: Replaces EA04/118.

Approval and Commencement Date: Approved 3 February 2006 and commenced 8 September 2006.

Description of Employees: The agreement applies to all employees employed by Inghams Enterprises Pty Ltd, Cardiff Processing Plant located at Pendlebury Road, Cardiff, New South Wales, who fall within the coverage of the Poultry Industry Preparation (State) Award.

Nominal Term: 36 Months.

EA06/128 - Liverpool Presbyterian Cemetery Trust Enterprise Agreement 2005

Made Between: Liverpool Presbyterian Cemetery Trust -&- The Funeral and Allied Industries Union of New South Wales Branch.

New/Variation: Replaces EA97/31.

Approval and Commencement Date: Approved and commenced 21 February 2006.

Description of Employees: The agreement applies to all employees (in clause 12) employed by Liverpool Presbyterian Cemetery Trust, who fall within the coverage of the Cemetery and Crematoria Employees (State) Award.

Nominal Term: 36 Months.

EA06/129 - Batlow Fruit Co-operative Ltd

Made Between: Batlow Fruit Co-Operative Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 20 March 2006 and commenced 1 July 2005.

Description of Employees: The agreement applies to all employees employed by Batlow Fruit Co-operative Limited, engaged in or in connection with the packing, storing and forwarding of fresh fruit handled from time to time, who fall within the coverage of the Clerical and Administrative Employees (State) Award; and Food Preservers (State) Award.

Nominal Term: 12 Months.

EA06/130 - Inghams Enterprises (Mangrove Mountain) Enterprise Agreement 2005

Made Between: Inghams Enterprises Pty Limited -&- The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch.

New/Variation: Replaces EA04/198.

Approval and Commencement Date: Approved 3 February 2006 and commenced 9 October 2005.

Description of Employees: The agreement applies to all employees of Inghams Pty Limited located at Wisemans Ferry Road, Mangrove Mountain, New South Wales 2250 who fall within the coverage of the Poultry Industry Preparation (State) Award.

Nominal Term: 36 Months.

EA06/131 - Yates Australia Mt. Druitt Warehouse Agreement 2006

Made Between: Yates Australia -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA04/128.

Approval and Commencement Date: Approved and commenced 20 March 2006.

Description of Employees: The agreement applies to all employees employed by Yates Australia, located at 114 Kurrajong Avenue, Mt Druitt, NSW 2770, who fall within the coverage of the Storeman and Packers (State) Award.

Nominal Term: 33 Months.

EA06/132 - Great Lakes Council Enterprise Agreement 2005-2008

Made Between: Great Lakes Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 8 March 2006.

Description of Employees: The agreement applies to all employees employed by Great Lakes Council, located at Breese Parade, FORSTER NSW 2428, who fall within the coverage of the Local Government (State) Award 2004.

Nominal Term: 36 Months.

EA06/133 - Structural Concrete Industries (Aust) Pty Ltd Enterprise Agreement 2005

Made Between: Structural Concrete Industries (Aust) Pty Limited -&- The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA03/139.

Approval and Commencement Date: Approved and commenced 8 March 2006.

Description of Employees: The agreement applies to all employees employed by Structural Concrete Industries (Aust) Pty Ltd, employed at 11 Park Street Teralba NSW 2284 who fall within the coverage of the Concrete Pipe and Concrete Products Factories Consolidated (State) Award and the Metal, Engineering and Associated Industries (State) Award

Nominal Term: 32 Months.

EA06/134 - Hunter Civil & Hire Pty Ltd/Onesteel Enterprise Agreement 2005

Made Between: Hunter Civil & Hire Pty Ltd -&- The Australian Workers' Union, New South Wales .

New/Variation: New.

Approval and Commencement Date: Approved 6 March 2006 and commenced 1 July 2005.

Description of Employees: The agreement applies to all employees employed by Hunter Civil & Hire Pty Ltd who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award, and the General Construction and Maintenance, Civil and Mechanical Engineering &c. (State) Award.

Nominal Term: 36 Months.

EA06/135 - RRS Group Traffic Control and Labour Hire Enterprise Agreement

Made Between: RRS Group Pty Ltd -&- The Australian Workers' Union, New South Wales .

New/Variation: New.

Approval and Commencement Date: Approved and commenced 27 February 2006.

Description of Employees: The agreement applies to all employees employed by RRS Group Pty Ltd, located at Unit 3, 1 Accolade Avenue, Morisset NSW 2264, engaged on, or in connection with traffic control and labour hire in Northern NSW, defined as being the geographic coverage of the AWU in clause 2, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

Nominal Term: 24 Months.

EA06/136 - Ultrafloor (Aust) Pty Ltd Enterprise Agreement 2005

Made Between: Ultrafloor Pty Ltd -&- The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA02/341.

Approval and Commencement Date: Approved and commenced 8 March 2006.

Description of Employees: The agreement applies to all employees employed by Ultrafloor Pty Ltd, located at 6, Kyle Street, Rutherford NSW 2320, who fall within the coverage of the Concrete Pipe and Concrete Products Factories Consolidated (State) Award.

Nominal Term: 28 Months.

EA06/137 - Home Modifications Lake Macquarie/Newcastle Enterprise Agreement 2006

Made Between: Home Modifications Lake Macquarie/Newcastle Incorporated -&- Garry Blythe, David Doyle, John Milligan, Stephen Moore, Joanne Pedder, David Preston, David Thomas, Pamela Tobin, Nathan Webster.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 6 March 2006.

Description of Employees: The agreement applies to all employees employed by Home Modifications Lake Macquarie/Newcastle Incorporated, located at 16, Nicholson Street, Toronto 2283, who fall within the coverage of the Building and Construction Industry (State) Award.

Nominal Term: 36 Months.