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INDUSTRIAL GAZETTE

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CROWN EMPLOYEES (STOREMEN, &c.) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 590 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD**Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Wages
3.	No Extra Claims
4.	Payment of Wages
5.	Deduction and Remittance of Union Membership Fees
6.	Hours
7.	Overtime - General
8.	Meal Hours
9.	Working During Meal Hours
10.	Dispute Settlement Procedures
11.	Anti-Discrimination
12.	Family & Community Service Leave, Personal Carer's Leave
13.	Redundancy
14.	General Conditions
15.	Area, Incidence and Duration

Appendix I - Minimum Award Wage Rates

Appendix II - Allowances and Special Rates

1. Title

This Award shall be known as The Crown Employees (Storemen &c.) Award.

2. Wages

- (i) A staff member shall not be paid less than the minimum Award wage rate as set out in Appendix I - Minimum Award Wage Rates, for the pay level assigned to their classification.
- (ii) A staff member of a classification specified herein shall be paid the margin and the special loading hereinafter assigned to that classification. The special loading specified shall be part of the ordinary rate for all purposes of the Award.
- (iii) Charge Hands in charge of one to five staff members shall receive an amount as set out in Item 1 of Appendix II, in addition to the Minimum Rates of Pay in Appendix I.
- (iv) Charge Hands in charge of six to ten staff members shall receive an amount as set out in Item 2 of Appendix II in addition to the Minimum Rates of Pay as detailed in Appendix I.
- (v) Charge Hand in charge of over ten staff members shall receive an amount as set out in Item 3 of Appendix II, in addition to the Minimum Rates of Pay as detailed in Appendix I.

- (vi) Single Staff Member - Where a storeman is in charge of a bulk store, i.e., where there is no other person located in the same of adjoining premises to whom such storeman is responsible then such storeman shall be paid a margin of not less than Item 4 in Appendix 2 in addition to their ordinary rate of pay.
- (vii)
- (a) A storeman and/or packer who, in the course of their employment operates a forklift, shall in addition to the rates otherwise payable in accordance with this Award, be paid an amount as set out in Item 5 of Appendix II per hour extra whilst so employed.
- (b) A storeman and/or packer who, in the course of their employment operates a mobile crane, shall in addition to the rates otherwise payable in accordance with this Award, be paid an amount as set out in Item 6 of Appendix II per hour extra whilst so employed: Provided that in respect of any hour or part thereof in which both of the additional payments prescribed in paragraphs (a) and (b) of this subclause become payable, the amount payable in respect of that hour shall not exceed the amount set out in Item 7 of Appendix II of this Award.
- (viii) Casual hands - casual staff members shall be paid an hourly rate equal to the appropriate weekly rate divided by thirty-eight, plus 15 per cent calculated to the nearest half cent with a minimum payment on any day of four (4) hours.

Note: The New South Wales *Annual Holidays Act* 1944 provides that casual staff members under this Award are entitled to receive an additional amount equal to one-twelfth of their ordinary time earnings in lieu of annual leave).

- (ix) Juniors - the minimum rates of pay to be paid to juniors shall be the following percentages of the appropriate rate of pay prescribed for “storemen and/or packer” as set out in Appendix I”. Such percentages shall be calculated to the nearest 5 cents, any broken part of 5 cents in the result, not exceeding half of 5 cents shall be disregarded.

Percentage of Minimum Award Wage Rates -
Storeman and/or Packer (Appendix I)

At 17 years of age & under	55
At 18 years of age & under	67.5
At 19 years of age & under	80
At 20 years of age	92.5

Over 21 years of age the minimum wage for the class in which he/she is working; provided that where a staff member under 21 years of age is called upon to stack goods weighing 31.75 kg or over more than three feet high or to lift or carry without assistance goods weighing over 45.36 kg he/she shall be entitled to the minimum wage prescribed for storemen.

- (x) All references to the masculine gender also include the feminine gender.
- (xi) The rates of pay in this Award include the adjustments payable under the State Wage Cases of 2006. These adjustments may be offset against:
- (a) any equivalent overaward payments; and/or
- (b) Award wage increases since 29 May 1991, other than Safety Net, State Wage Case and minimum rates adjustments.

3. No Extra Claims

It is a term of this Award (arising from the Industrial Commission in Court session in the State Wage Case of 4th October 1989) that the union undertakes, for the duration of the principles determined by that decision, not to pursue any extra claims, Award or over Award, except where consistent with those principles.

4. Payment of Wages

Wages are to be paid into a bank or other account, except in isolated areas where payment will be made by cheque.

5. 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 of taking effect.
- (iii) Subject to (i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any staff member who is a member of the union in accordance with the union's rules, provided that the staff member has authorised the employer to make such deductions.
- (iv) Monies so deducted from the staff member's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to the staff member's union membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where a staff member 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 staff member to make a fresh authorisation in order for such deductions to continue.

6. Hours

- (i) The ordinary working hours, exclusive of meal times, shall average thirty-eight per week, to be worked between 7.00 am and 5.15 pm, Monday to Friday, inclusive, as provided for in sub-clause (ii) of this clause. Once having been fixed, the time for commencing and finishing work shall not be altered without at least seven days' notice to be staff members concerned or by mutual agreement between the employer and such staff members. Where the majority of the staff members and the employer so agree, the starting time may be varied to an earlier time.
- (ii) The ordinary hours shall be worked as a 19-day, four-week cycle with the 20th day (either Monday or a Friday to be negotiated) being a day off fixed for all staff members with flexibility to provide for special circumstances that may arise, in which case the rostered day off may be altered to meet the situation provided that the day off so altered shall be, where possible, a Monday or Friday as may be agreed upon between the employer and the staff member concerned.
- (iii) No staff member shall be eligible for sick leave when on rostered leave arising from the 38 hour week, 19 day month.

7. Overtime - General

- (i) A staff member may be directed by the Department Head to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - (a) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - (b) any risk to staff member health and safety,

- (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
- (d) the notice (if any) given by the Department Head regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
- (e) any other relevant matter.

8. Meal Hours

- (i) No less than thirty minutes nor more than one hour shall be allowed for meal breaks. The meal break shall be taken no later than to finish at 2.00 pm, provided that no staff member shall be required to work for more than five hours without a break for a meal.
- (ii) Where overtime is necessary for more than 1 hour after the usual finishing time, a break of not less than 30 minutes, nor more than 1 hour shall be allowed for tea and shall be taken within 1 hour of such finishing time. Where such overtime does not exceed 1 hour, there shall not be any break:

Provided that any employer and their staff members may mutually agree to any variation of this subclause to meet the circumstances of the work in hand.

9. Working During Meal Hours

Staff members called upon to work during meal hours shall be paid double rates:

Provided that in cases of emergency where it is necessary to work up to 15 minutes after the usual ceasing time for lunch this clause shall not apply, and in such cases the staff member shall be allowed a period for lunch equivalent to their normal meal period.

10. Dispute Settlement Procedures

- (i) Where a dispute arises in a particular section which cannot be resolved between the staff member or their representative and supervising staff, it shall be referred to the Departmental Industrial Officer or other staff member nominated by the employer who will arrange for the matter to be discussed with the union or unions concerned.
- (ii) Failing settlement of the issue at this level the matter should be referred to senior management and, if appropriate, the assistance of a staff member of the Public Employment Office.
- (iii) If the matter remains unresolved it should be referred to the Industrial Relations Commission of New South Wales.
- (iv) Whilst the procedures are continuing, no stoppage of work or any form of limitation of work shall be applied.
- (v) The union reserves the right to vary this procedure where it is considered a safety factor is involved.

11. Anti-Discrimination

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act, 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have 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 victimize a staff member because the staff member 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 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."

12. Family & Community Service Leave, Personal Carer's Leave

- (i) The definition of "family" and "relative" for the purpose of this clause is the person who needs the staff member's care and support and is referred to as the "person concerned" and is:
 - (a) a spouse of the staff member, 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) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the staff member or spouse or de facto spouse of the staff member, or
 - (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or
 - (e) a relative of the staff member 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.

(ii) Family & Community Services Leave

- (a) The Chief Executive Officer may grant family and community service leave to a staff member;
- (1) for reasons related to the family responsibilities of the staff member, or
 - (2) for reasons related to the performance of community service by the staff member, or
 - (3) in a case of pressing necessity.

Family and Community Services Leave replaces Short leave.

- (b) The maximum amount of family and community services leave on full pay that may be granted to a staff member is:
- (1) 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
 - (2) 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 staff member, whichever is the greater period.
- (c) Family and Community Service Leave is available to part-time staff members on a pro rata basis, based on the number of hours worked.
- (d) 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 9(i).

(iii) Use of Sick Leave to care for a sick dependant - general:

When family and community service leave, as outlined in 9(b) is exhausted, the sick leave provisions under clause 9(iv) may be used by a staff member to care for a sick dependant.

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

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
- (1) the staff member being responsible for the care and support of the person concerned, and
 - (2) the person concerned being as defined in clause 9(i).
- (b) A staff member 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 a staff member with responsibilities in relation to a person who needs their care and support.
- (d) In special circumstances, the Chief Executive Officer 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 12(iv)(c).
- (e) If required, a medical certificate or statutory declaration must be made by the staff member to establish the illness of the person concerned and that the illness is such to require care by another person.

- (f) The staff member 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 staff member shall give the chief Executive Officer prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the staff member. They must also give reasons for taking such leave and the estimated length of absence. If the staff member is unable to notify the Chief Executive Officer beforehand, notification should be given by telephone at the first opportunity on the day of absence.
- (h) In normal circumstances, the staff member must not take leave under this subclause where another person has taken leave to care for the same person.

13. Redundancy

Refer to the NSW Premier's Department Managing Excess Employees Policy.

14. General Conditions

- (i) Except as otherwise prescribed or as hereinafter otherwise provided the provisions of the Storemen and Packers General (State) Award shall apply to staff members covered by this Award.
- (ii) General leave conditions and accident pay of staff members engaged permanently or temporarily in terms of the *Public Sector Employment and Management Act 2002* shall be bound by the Public Sector Management (General) Regulation 1996.

15. Area, Incidence and Duration

- (i) This Award shall apply to all staff members of the classes specified in Appendix I - Minimum Award Wage Rates of this Award, employed in departments to which the *Public Sector Employment and Management Act 2002* applies.
- (ii) This Award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Storemen &c.) Award, published 16 April 2004 (344 I.G. 42) and all variations thereof.
- (iii) This Award was reviewed on 31 July 2007 pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359). The changes take effect on and from 31 July 2007.
- (iv) This Award remains in force until varied or rescinded, the period for which it was made having already expired.

APPENDIX I

MINIMUM AWARD WAGE RATES

Classification	Minimum Award Wage Rates (Per Week) State Wage Case 2005 \$	Minimum Award Wage Rates (Per Week) State Wage Case 2006 \$
Storeman and/or Packer	558.70	578.70
Assembler	560.20	580.20
Forklift Driver	564.40	584.40
Leading Hand	560.80	580.80
Charge Hand	563.00	583.00

APPENDIX II**ALLOWANCES AND SPECIAL RATES**

Item No.	Subject	Amount State Wage Case 2005 \$	Amount State Wage Case 2006 \$
1	Charge Hand (1-5 employees)	16.40	17.10
2	Charge Hand (6-10 employees)	24.60	25.60
3	Charge Hand (over employees)	34.00	35.40
4	Single Employee	13.00	13.50
5	Forklift Driver	65 cents per hour	68 cents per hour
6	Mobile Crane	78 cents per hour	81 cents per hour
7	Mobile Crane	78 cents per hour	81 cents per hour

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (PHYSIOTHERAPISTS, OCCUPATIONAL
THERAPISTS, SPEECH PATHOLOGISTS AND MUSIC THERAPISTS)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 573 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangements
2.	Definitions
3.	Salaries and Allowances
4.	Anti-Discrimination
5.	Grievance and Dispute Settling Procedures
6.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

2. Definitions

- (i) General
 - (a) "DPE" means the Director of Public Employment, as established under the *Public Sector Employment and Management Act 2002*.
 - (b) "Association" means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.
- (ii) Physiotherapists -
 - (a) "Physiotherapist" shall mean a person registered or conditionally registered under the *Physiotherapists Act 2001*.
 - (b) "Physiotherapist, Grade 1" shall mean a Physiotherapist appointed as such who is engaged in the performance of all facets of Physiotherapy.

- (c) "Physiotherapist, Grade 2" shall mean a Physiotherapist appointed to a position approved as such and shall include:
- (1) A person who has responsibility for a specific clinical section within a Physiotherapy Unit which involves the supervision of at least one other Physiotherapist;
 - (2) A deputy to a Physiotherapist Grade 4 or 5.
- (d) "Physiotherapist, Grade 3" shall mean a Physiotherapist appointed to a position approved as such and shall include:
- (1) A person who has responsibility for a specific clinical section within a Physiotherapy Unit which involves the supervision of more than 6 other Physiotherapists;
 - (2) A person performing Student Unit Supervisor duties on a full-time basis;
 - (3) A person in charge of a Physiotherapy Unit containing 1-5 other Physiotherapists;
 - (4) A deputy to a Physiotherapist Grade 6 or 7.
- (e) "Physiotherapist, Grade 4" shall mean a Physiotherapist appointed to a position approved as such and shall include a person who is in charge of a Physiotherapy Unit containing 6-14 other Physiotherapists.
- (f) "Physiotherapist, Grade 5" shall mean a Physiotherapist appointed to a position approved as such and shall include a person who is in charge of a Physiotherapy Unit containing 15-29 other Physiotherapists.
- (g) "Physiotherapist, Grade 6" shall mean a Physiotherapist appointed to a position approved as such and shall include a person who is in charge of a Physiotherapy Unit containing 30-39 other Physiotherapists.
- (h) "Physiotherapist, Grade 7" shall mean a Physiotherapist appointed to a position approved as such and shall include a person who is in charge of a Physiotherapy Unit containing 40 or more other Physiotherapists.
- (iii) Occupational Therapist -
- (a) "Occupational Therapist" shall mean a person who possesses a Degree in Occupational Therapy from a recognised tertiary institution.
- (b) "Occupational Therapist, Grade 1" shall mean an occupational Therapist appointed as such who is engaged in the performance of all facets of Occupational Therapy.
- (c) "Occupational Therapist, Grade 2" shall mean an Occupational Therapist appointed to a position approved as such and shall include:
- (1) A person who has responsibility for a specific clinical section within an Occupational Therapy Unit which involves the supervision of at least one other Occupational Therapist;
 - (2) A deputy to an Occupational Therapist Grade 4 or 5.
- (d) "Occupational Therapist, Grade 3" shall mean an Occupational Therapist appointed to a position approved as such and shall include:
- (1) A person who has responsibility for a specific clinical section within an Occupational Therapy Unit which involves the supervision of more than 6 other Occupational Therapists;

- (2) A person performing Student Unit Supervisor duties on a full-time basis;
 - (3) A person in charge of an Occupational Therapy Unit containing 1-5 other Occupational Therapists;
 - (4) A deputy to an Occupational Therapist Grade 6.
 - (e) "Occupational Therapist, Grade 4" shall mean an Occupational Therapist appointed to a position approved as such and shall include a person who is in charge of an Occupational Therapy Unit containing 6-14 other Occupational Therapists.
 - (f) "Occupational Therapist, Grade 5" shall mean an Occupational Therapist appointed to a position approved as such and shall include a person who is in charge of an Occupational Therapy Unit containing 15-29 other Occupational Therapists.
 - (g) "Occupational Therapist, Grade 6" shall mean an Occupational Therapist appointed to a position approved as such and shall include a person who is in charge of an Occupational Therapy Unit containing 30 or more other Occupational Therapists.
- (iv) Speech Pathologists -
- (a) "Speech Pathologist" shall mean a person who possesses a Degree in Speech Therapy from a recognised tertiary institution.
 - (b) "Speech Pathologist, Grade 1" shall mean a Speech Pathologist appointed as such, which requires the performance of all facets of Speech Pathology.
 - (c) "Speech Pathologist, Grade 2" shall mean a Speech Pathologist appointed to a position approved as such and shall include:
 - (1) A person who has responsibility for a specific clinical section within a Speech Pathology Department, which involves the supervision of at least one other Speech Pathologist;
 - (2) A deputy to a Speech Pathologist Grade 4 or 5.
 - (d) "Speech Pathologist, Grade 3" shall mean a Speech Pathologist appointed to a position approved as such and shall include:
 - (1) A person who has responsibility for a specific clinical section within a Speech Pathology Unit which involves the supervision of more than 6 other Speech Pathologists;
 - (2) A person performing Student Unit Supervisor duties on a full-time basis;
 - (3) A person in charge of a Speech Pathology Unit containing 1-5 other Speech Pathologists;
 - (e) "Speech Pathologist, Grade 4" shall mean a Speech Pathologist appointed to a position approved as such and shall include a person who is in charge of a Speech Pathology Unit containing 6-14 other Speech Pathologists.
 - (f) "Speech Pathologist, Grade 5" shall mean a Speech Pathologist appointed to a position approved as such and shall include a person who is in charge of a Speech Pathology Unit containing 15 or more other Speech Pathologists.
- (v) "Part-time Student Supervisor" shall mean a Physiotherapists, Occupational Therapist or Speech Pathologist, other than a person performing Student Unit Supervision duties on a full-time basis, who is required from time to time to supervise students and prepare assessments on such students.

3. Salaries and Allowances

- (i) The rates of pay shall be as set out in Table 1 - Rates of Pay of Part B, Monetary Rates
- (a) Provided that the commencing rate of salary payable to an employee who has obtained an appropriate degree or appropriate degree plus associated diploma requiring a minimum of four years full-time study shall be paid the rate prescribed for the second year of service.
- (b) Provided further that an employee who has obtained an appropriate degree requiring a minimum of three and one-half years full-time study shall after six months relevant full-time service be paid the rate prescribed for the second year of service.
- (ii) The rates of allowances shall be as set out in Table 2 - Allowances of Part B, Monetary Rates.
- (a) A sole therapist allowance shall be paid to a Grade 1 Physiotherapists, Occupational Therapists or Speech Pathologists, who is not responsible to another Physiotherapists, Occupational Therapists or Speech Pathologists and is the only therapist in their discipline in a particular Large Residential Centre or Child and Family Service in a Community Service Centre. The Sole Therapist Allowance shall be paid at the rate specified in Table 2 of Part B, Monetary Rates.
- (b) Part-time Student Unit Supervisors Allowance - A Physiotherapist, Occupational Therapist or Speech Pathologist who is a part-time Student Unit Supervisor shall be paid an allowance for each student per supervised shift at the rate specified in Table 2 of Part B, Monetary Rates. The quantum of the allowance shall be determined by the application of the following formula:
- (1) Subtract the 7th year Grade 1 rate from the Grade 3 rate;
 - (2) Divide (1) by 4 (i.e. the average number of students supervised by a full-time Student Unit Supervisor);
 - (3) Divide the result of (2), by 5 (i.e. the number of shifts per week for a full-time Student Supervisor).
 - (4) Divide by 52.17857 (i.e. the number of weeks in the year).
- Provided that:
- (5) The allowance shall not be payable to a person occupying a position graded at Grade 3 or above;
 - (6) Only one person can receive the allowance for a student on each shift;
 - (7) No person shall receive the allowance for a student who is being supervised by a Student Unit Supervisor (i.e. full-time);
 - (8) The maximum amount payable to a person by way of this allowance in any one week shall be the amount derived by subtracting the rate prescribed for the 7th year of Grade 1 from the rate prescribed for Grade 3.

4. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent

with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

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."

5. Grievance and Dispute Settling Procedures

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- (ii) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute of 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 Department Head or delegate.
- (iv) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) 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 Department Head.
- (vi) The Department Head may refer the matter to the DPE for consideration.

- (vii) If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A staff member, at any stage, may request to be represented by the Association.
- (ix) The staff member or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The staff member, Association, department and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

6. Area, Incidence and Duration

- (i) This award shall apply to all of the classifications contained herein.
- (ii) The employees regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management (General) Regulation 1996*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006* and the *Crown Employees (Public Sector - Salaries 2007) Award* any awards replacing these awards.
- (iii) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Physiotherapists, Occupational Therapists, Speech Pathologists and Music Therapists) (State) Award*, published 16 April 2004 (344 I.G. 73) and all variations thereof.
- (iv) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 31 July 2007.
- (v) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Rates of Pay

	Classification and Grades	Effective first pay period to commence on or after 1/7/07 \$ p.a.
(i) Physiotherapists -	Grade 1	
	1st year of service	46,320
	2nd year of service	48,143
	3rd year of service	50,829
	4th year of service	54,480
	5th year of service	58,341
	6th year of service	61,801

	7th year of service	64,827
	Grade 2	67,448
	Grade 3	72,208
	Grade 4	74,527
	Grade 5	76,896
	Grade 6	78,427
	Grade 7	80,683
(ii) Occupational Therapists -	Grade 1	
	1st year of service	46,320
	2nd year of service	48,143
	3rd year of service	50,829
	4th year of service	54,480
	5th year of service	58,341
	6th year of service	61,801
	7th year of service	64,827
	Grade 2	67,448
	Grade 3	72,208
	Grade 4	74,527
	Grade 5	76,896
	Grade 6	78,427
(iii) Speech Pathologists -	Grade 1	
	1st year of service	46,320
	2nd year of service	48,143
	3rd year of service	50,829
	4th year of service	54,480
	5th year of service	58,341
	6th year of service	61,801
	7th year of service	64,827
	Grade 2	67,448
	Grade 3	72,208
	Grade 4	74,527
	Grade 5	76,896
(iv) Music Therapists -	1st year of service	40,466
	2nd year of service	43,099
	3rd year of service	45,188
	4th year of service	47,682
	5th year of service	49,863
	6th year of service	52,324
	7th year of service	54,480

Table 2 - Rates of Allowances

Clause 3(ii)(a) Sole Allowance	\$1,950 a year
Clause 3(ii)(b) Part -time Student Unit Supervisor Allowance	\$7.07 a student each supervised shift

R. W. HARRISON *D.P.*

CROWN EMPLOYEES - LEGAL OFFICERS (CROWN SOLICITOR'S OFFICE, OFFICE OF THE LEGAL AID COMMISSION, OFFICE OF THE DIRECTOR OF PUBLIC PROSECUTIONS AND PARLIAMENTARY COUNSEL'S OFFICE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 568 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Adjustment of Salaries
5.	Conditions of Progression
6.	Calculation of Service
7.	Anti-Discrimination
8.	Grievance and Dispute Settling Procedures
9.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

PART A

1. Title

This Award shall be known as the Crown Employees-Legal Officers (Crown Solicitor's Office, Office of the Legal Aid Commission, Office of the Director of Public Prosecutions and Parliamentary Counsels Office) Award

2. Definitions

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

"Officer" means and includes all persons who are graduates in Law from either a recognised University or who possesses qualifications deemed to be equivalent or who have qualified to be admitted as a Barrister or Solicitor of the Supreme Court of New South Wales, permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act, 2002*, and who are appointed to positions in the Crown

Solicitor's Office, Office of the Legal Aid Commission, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office and to which this award applies.

"Department Head" means the Chief Executive Officer of the relevant Department.

"DPE " means the Director of Public Employment.

"Solicitor" means an officer who has been admitted to practice as a solicitor of the Supreme Court of New South Wales.

"Barrister" means an officer who has been admitted to practice as a barrister of the Supreme Court of New South Wales.

"Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the salaries at which they are appointed.

3. Salaries

Subject to the provisions of the *Public Sector Employment and Management Act 2002*, and the Public Sector Employment and Management (General) Regulation 1996, officers shall be paid not less than the rates of salaries as prescribed in Part B, Monetary Rates:

Provided that -

- (i) A minimum salary at the rate prescribed for the fifth year of service in Grade I shall be paid to an officer who:
 - (a) has been admitted as a Solicitor of the Supreme Court of New South Wales; or
 - (b) has completed two years practical legal experience in the offices of the Crown Solicitor, Office of the Legal Aid Commission, Office of the Director of Public Prosecutions or Parliamentary Counsel's Office or the equivalent approved by the appropriate Department Head; or
 - (c) has been admitted as a Barrister of the Supreme Court of New South Wales and either -
 - (A) Prior to such admission had completed two years practical legal experience in the Crown Solicitors' Office, Office of the Legal Aid Commission, Office of the Director of Public Prosecutions or Parliamentary Counsel's Office or the equivalent approved by the appropriate Department Head; or
 - (B) Since acquiring the qualification by virtue of which the officer was so admitted has -
 - (1) completed twelve months approved practical legal experience in the Crown Solicitor's Office, Office of the Legal Aid Commission, Office of the Director of Public Prosecutions or Parliamentary Counsel's Office or the equivalent approved by the appropriate Department Head; or
 - (2) completed two years' satisfactory and appropriate practical legal experience.
- (ii) No officer shall be eligible to progress beyond the salary prescribed for the second year of service in Grade II until the officer has complied with the requirements of paragraphs (a) or (c) of proviso (i) of this clause.
- (iii) Officers temporarily employed under the provisions of the *Public Sector Employment and Management Act, 2002*, in any of the positions covered by this award shall, unless otherwise determined by the DPE, be paid the weekly equivalent of the annual rates specified.

4. Adjustment of Salaries

The salaries of officers covered by this award shall be adjusted to the appropriate scale prescribed by this award on the basis of years of service in position or grade. For the purpose of this clause an officer shall be deemed to have the years of service indicated by the salary received under the scale in force immediately prior to the operative date of this award.

5. Conditions for Progression

- (i) An officer who has served for twelve months on the maximum rate prescribed for Grade I shall be advanced to the minimum salary for Grade II provided that the Department Head, after the necessary review, has certified:
 - (a) that work appropriate to Grade II is available; and
 - (b) that the officer concerned is suitable to be allotted to such work and the appropriate Department Head approves the progression of the said officer to Grade II. The review shall be made by the Department Head in the case of every officer at or prior to the completion of twelve months' service on the maximum rate prescribed for Grade I.
- (ii) After twelve months service on the maximum salary prescribed for Grade II an officer shall be eligible to be considered for progression to Grade III. Upon such occurrence the appropriate Department Head shall review the quality of work being performed or the quality of work which is available to be assigned to the officer.

If the appropriate Department Head is satisfied -

- (a) that work appropriate to Grade III is required to be performed;
- (b) that the officer concerned is suitable to be allotted to such work; and
- (c) that officer's performance of the duties warrants such progression,

the appropriate Department Head may approve of the progression to Grade III from the anniversary of the attainment of the maximum salary prescribed for Grade II if the officer satisfied the requirements of this subclause at that date or from such date that the conditions of these requirements are satisfied.

- (iii) Promotion beyond Grade III shall be subject to the occurrence of a vacancy.

6. Calculation of Service

In calculating years of service for the purpose of this award the following periods shall not be taken into account:

- (i) any period in respect of which an increment is refused under Part 3, Conditions of Service, clause 16 of the Public Sector Employment and Management (General) Regulation 1996;
- (ii) any leave of absence without pay exceeding five days in any incremental year;
- (iii) any period necessary to give full effect to a reduction in salary imposed by the DPE by virtue of section 57, section 48 or section 62 of the *Public Sector Employment and Management Act 2002*.

7. Anti Discrimination

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

- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by 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."

8. Grievance and Dispute Settling Procedures

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- (ii) A officer 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 officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (iv) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the officer may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the officer until the matter is referred to the Department Head.
- (vi) The Department Head may refer the matter to the DPE for consideration.

- (vii) If the matter remains unresolved, the Department Head shall provide a written response to the officer and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A officer, at any stage, may request to be represented by the Association.
- (ix) The officer or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The officer, Association, department and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any officer or member of the public.

9. Area, Incidence and Duration

- (i) This award shall apply to Legal Officers in Crown Solicitor's Office, Office of the Legal Aid Commission, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office.
- (ii) The Officers regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management (General) Regulation 1996*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006* and the *Crown Employees (Public Sector - Salaries 2007) Award* or any awards replacing these awards.
- (iii) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees - Legal Officers (Crown Solicitor's Office, Legal Aid Commission, Office of the Solicitor for Public Prosecutions and Parliamentary Counsel's Office) Award* published 16 April 2004 (344 I.G. 36) and all variations thereof.
- (iv) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on and from 31 July 2007 .
- (v) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Effective from the first pay period commencing on or after 1 July 2007

Grade I	Amount (per annum) \$
1st year of service	48,518
2nd year of service	50,356
3rd year of service	51,784
4th year of service	53,344
5th year of service	55,472

Grade II	
1st year of service	60,041
2nd year of service	63,056
3rd year of service	66,749
4th year of service	70,167
5th year of service	72,966
Grade III	
1st year of service	76,896
2nd year of service	79,188
3rd year of service	82,244
Grade IV	
1st year of service	88,113
2nd year of service	89,810
Grade V	
1st year of service	94,443
2nd year of service	96,293
Grade VI	
1st year of service	101,454
2nd year of service	103,591

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (OFFICE OF THE SYDNEY HARBOUR FORESHORE AUTHORITY) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 591 of 2007)

Before Commissioner Ritchie

13 September 2007

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Parties
4.	Definitions
5.	Consultative Arrangements
6.	Conditions of Employment
7.	Managing Displaced Staff
8.	Higher Duties Allowance
9.	Trade Union Activities
10.	Savings of Rights
11.	Relationship to Other Awards
12.	Dispute Settling Procedures
13.	Classification and Salary Schedules
14.	Deduction of Union Membership Fees
15.	Hours of Duty
16.	Casual Employment
17.	Leave Entitlements
18.	Annual Leave Loading
19.	Anti-Discrimination
20.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Professional Officer
Table 2 - Administrative Officer
Table 3 - Operational Officer

PART A

2. Title

This award shall be known as the Crown Employees (Office of the Sydney Harbour Foreshore Authority) Award 2007.

3. Parties

The parties to this award are the Director of Public Employment, Office of the Sydney Harbour Foreshore Authority and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

4. Definitions

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

"Authority" shall mean the Office of the Sydney Harbour Foreshore Authority.

"Award" means Crown Employees (Office of the Sydney Harbour Foreshore Authority) Award 2007.

"Casual" shall mean a staff member engaged and paid as such by the Casual Division of the Authority, who is employed on an hourly basis as prescribed by clause 16.

"Chief Executive Officer" means the Chief Executive Officer of the Authority.

"CES" means the Chief Executive Service.

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

"Hard Barrier" means a barrier to a level within a classification that can only be accessed by merit through a competitive selection process.

"Joint Consultative Committee" or "JCC" means the SHFA Joint Consultative Committee established by this Award.

"Manager" means an officer of the Authority with management responsibilities for a branch, unit or discrete group of people who has delegation to act as determined from time to time by delegations of the Chief Executive Officer.

"Nominee" means a person who has been delegated particular power(s) of the Chief Executive Officer

"Normal work" means the method of carrying out work functions that were established practice prior to the onset of a dispute or grievance, in terms of clause 12 of the Award.

"Overtime" means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Chief Executive Officer, which, due to its character or special circumstances, cannot be performed during the staff member's ordinary hours of duty. Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified as standard hours, provided that, on the day when overtime is required to be performed, the staff member shall not be required by the Chief Executive Officer to work more than seven hours after finishing overtime or before commencing overtime.

"Public holiday" means a bank or public holiday under the *Banks and Bank Holidays Act 1912*, but does not include a Saturday which is such a holiday by virtue of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.

"Salary Rates" means the ordinary time rate of pay for the Staff member's grading excluding allowances and penalties not regarded as salary.

"SES" means the Senior Executive Service.

"Service" means continuous period of employment for salary purposes.

"Staff " or "staff member" means and includes all persons who are permanently or temporarily employed under the *Public Sector Employment and Management Act 2002* and, unless otherwise specified in this award, includes both full-time and part-time staff.

"Standard hours" are set and regular hours of operation as determined by the Chief Executive Officer.

"Supervisor" means the immediate supervisor or manager of the area in which a staff member is employed or any other staff member authorised by the Chief Executive Officer to fulfil the role of a supervisor or manager, other than a person employed as a consultant or contractor.

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

"Workplace" means the whole organisation or, as the case may be, a branch or section of the organisation in which staff are employed.

5. Consultative Arrangements

The parties to this award shall establish a Joint Consultative Committee (JCC) to encourage and facilitate consultation and negotiation on workplace reform and equitable, innovative and productive workplace relations.

6. Conditions of Employment

Conditions of employment other than those fixed by this award are determined by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and will apply to all staff employed by the Authority.

7. Managing Displaced Staff

Where changes result in staff becoming displaced, the arrangements for managing such staff shall be in accordance with the NSW State Government's public sector "Managing Displaced Employees" Policy and based on professional management practice, systematic restructuring process as well as merit and equity principles.

8. Higher Duties Allowance

A staff member who relieves in a position that attracts a higher salary than the staff member's substantive salary is entitled to be paid higher duties allowance in accordance with the Public Sector Employment and Management (General) Regulation 1996. The parties agree to develop a comprehensive policy for higher duties within six months after the award is made.

9. Trade Union Activities

The provisions for trade union activities as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, and the Consultative Arrangements between the PSA and NSW Government including consultation and technological change and union deductions, shall apply.

10. Savings of Rights

No staff member covered by this award shall suffer a reduction in the rate of pay or any loss or diminution of any conditions of employment as a consequence of the making of this award.

11. Relationship to Other Awards

This award shall be varied to give effect to any salary increase or other benefits received by the public service as a result of a variation to the Crown Employees (Public Sector - Salaries 2007) Award or award replacing it.

This award shall be varied to give effect of any variation to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, or an award replacing it, in so far as it may affect clauses referred to in that award by this award.

Where there may be inconsistencies between this award and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, the arrangements in this award shall prevail.

12. Dispute Settling Procedures

- 12.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- 12.2 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.
- 12.3 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 staff member 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.
- 12.4 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.
- 12.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) 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 Chief Executive Officer.
- 12.6 The Chief Executive Officer or the Union may refer the matter to the DPE for consideration.
- 12.7 If the matter remains unresolved, the Chief Executive Officer shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 12.8 A staff member, at any stage, may request to be represented by the Union.
- 12.9 The staff member or the Union on their behalf, or the Chief Executive Officer may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 12.10 The staff member, Union, authority and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 12.11 Whilst the procedures outlined in subclauses 12.1 to 12.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

13. Classification and Salary Schedules

- 13.1 All staff covered by this award will be paid in accordance with the classifications and salary structures as set out in Part B, Monetary Rates.
- 13.2 No staff will be disadvantaged by the application of this award.

- 13.3 Staff employed at Operational Officer, Level 1, Administrative Officer, Level 1 and Professional Officer, Level 1 before the making of this Award will retain their right to incremental progression to salary points OO1.9, AO1.7 and PO1.9 respectively.
- 13.4 Appointment across hard barriers will be by competitive selection.
- 13.5 Classification and Salary Schedule
- 13.5.1 Professional Stream - All positions which require a degree qualification or equivalent. This would include positions such as engineers, lawyers or accountants.
- 13.5.2 Administrative Stream - This includes all clerical workers, customer service and office based staff. A degree qualification or equivalent may not be mandatory but may be likely at the higher levels.
- 13.5.3 Operational Stream - These positions would cover outdoor workers or those where the majority of the work is composed of physical labour. This would include positions such as gardeners, bridge operators, mechanics and their team leaders. Managers of these areas would fall into the Administrative or Professional Streams depending on qualifications.
- 13.5.4 Control Room Operators employed within the Tenant and Asset Management Services Division shall be paid salary equivalent to that applying to Operational Officer Level 1, Year 9 which is inclusive of all incidents of shift allowances and public holidays payments.

14. Deduction of Union Membership Fees

- 14.1 The union shall provide the Authority with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 14.2 The union shall advise the Authority 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 Authority at least one month in advance of the variation taking effect.
- 14.3 Subject to 14.1 and 14.2 above, the Authority shall deduct union fortnightly membership fees from the pay of any staff member who is a member of the union in accordance with the union's rules, provided that the staff member has authorised the Authority to make such deductions.
- 14.4 Monies so deducted from the staff member's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 14.5 Unless other arrangements are agreed to by the Authority and the union, all union membership fees shall be deducted on a fortnightly basis.
- 14.6 Where a staff member 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 staff member to make a fresh authorisation in order for such deductions to continue.

15. Hours of Duty

- 15.1 The working hours of Authority staff, excluding Control Room Operators, CES and SES officers, are those prescribed in the Office of the Sydney Harbour Foreshore Authority Flexible Working Hours Agreement made on 20 March 2006 between the DPE, Union and Authority.
- 15.2 The ordinary hours of work for shift workers employed as Control Room Operators shall not exceed 152 hours per 28 calendar days or an average of 38 hours per week in each roster cycle. Each staff member shall be free from duty for not less than 8 full days plus an allocated rostered day off in each cycle. Time for a rostered day off accrues at 0.4 hour for each 8 hour day or shift. All paid ordinary working time and paid leave count towards accrual of time for the rostered day off duty.

- 15.3 A Control Room Operator, in addition to working ordinary hours as prescribed in subclause 15.2, will be required to work 4 hours rostered overtime per week. These additional hours will be paid at the relevant overtime rate.
- 15.4 The hours of work prescribed in subclause 15.2 shall be arranged to allow variable working hours in each roster cycle of 28 days to ensure that each staff member shall work his/her other ordinary hours of work on not more than 19 days in the cycle.
- 15.5 The staff member's rostered day off duty prescribed in subclause 15.2 shall be determined having regard to operational needs. Where practicable the rostered day off duty shall be consecutive with the days off prescribed in subclause 15.1. A rostered day off duty is not re-credited if the staff member is ill or incapacitated on a rostered day off. However sick leave will not be debited.

16. Casual Employment

Pursuant to section 38 of the *Public Sector Employment and Management Act 2002*, the Authority may engage casuals, for the staging of the annual events program, as part of the educational services tours program and to staff the Sydney Visitor Centres.

- 16.1 Hours of duty - The ordinary hours of duty of casual staff shall be worked between the hours of 6.00am and 10.00pm, seven days a week.
- 16.2 Penalty Rates - A casual shall be paid a loading of 15% for work commencing at or after 10pm and before 4am and 10% for work commencing at or after 4am and before 6am.
- 16.3 Where a casual is required to and does work on a Public Holiday, the casual shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of any other allowances or penalties which would have been payable if the day had not been a Public Holiday.
- 16.4 Minimum period of engagement - Casual staff shall be provided with a minimum period of three hours' work on each engagement or be paid for a minimum of three hours at the appropriate casual rate.
- 16.5 Rates of pay - The ordinary hourly rate of pay of casual staff shall be ascertained by dividing the annual salary for the classification in which the casual is employed by 52.17857, dividing the resultant answer by 35 and loaded by 20%. This loading shall be paid in lieu of all leave prescribed by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.
- 16.6 On termination of each period of casual engagement, the casual shall receive payment at the rate of 4/48th of monies received as compensation in recognition of the *Annual Holidays Act 1944*.
- 16.7 Overtime - All time worked by a casual outside or in excess of thirty five hours per week shall be deemed overtime, and be paid for at the appropriate hourly rate.
- 16.8 Termination - Casual staff members may be terminated by either the Authority or by the casual with three hours notice. In such circumstances remuneration shall only be payable up to and including the time of termination of the three hourly period of engagement. Casuals may be terminated by the Authority without notice in cases of serious and wilful misconduct.
- 16.9 Other - A casual shall be entitled to other payments applicable to other employees, including overtime and appropriate allowances where those payments or allowances are not covered by this clause.

17. Leave Entitlements

- 17.1 All leave shall be granted and administered in accordance with the leave provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and subsequent variations.

18. Leave Loading

- 18.1 Staff, other than a trainee who is paid by allowance and CES and SES officers, are entitled to be paid an annual leave loading as set out in this clause. Subject to the provisions set out in clause 18.2, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks' recreation leave accrued in a leave year.
- 18.2 Loading on additional leave accrued - Where additional leave is accrued by a staff member as compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the lower.
- 18.3 Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:

the shift loadings and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or 17½% annual leave loading.
- 18.4 The annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk (A&C classification).
- 18.5 For the calculation of annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- 18.6 Payment of annual leave loading shall be made on the recreation leave accrued during the previous leave year and be paid as follows:
- (a) on the first occasion in a leave year, other than the first leave year of employment, when a staff member takes at least two (2) consecutive weeks recreation leave. Where a staff member does not have at least 2 weeks recreation leave available, the staff member may use a combination of recreation leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, rostered day off. The staff member shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks; or
 - (b) if at least two weeks' leave, as set out in clause 18.6(a), is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the staff member as at 30 November of the current year; or
 - (c) paid on a pro-rata basis on each occasion a staff member takes recreation leave in the leave loading year up to the maximum amount specified in clause 18.1
- 18.7 Staff will have the option of electing, prior to 1 November of each year, as to the manner in which leave loading is to be paid to them. Once the election is made, it cannot be altered until the next election. Where a staff member makes no election, annual leave loading will be paid to the staff member as set out in clause 18.6(a).
- 18.8 While annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in clause 18.6(a), is taken.
- 18.9 A staff member who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on resignation, retirement or termination by the Authority for any reason other than the staff member's serious and intentional misconduct.
- 18.10 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

19. Anti-Discrimination

- 19.1 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.
- 19.2 It follows that in fulfilling their obligations under the dispute settling 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.
- 19.3 It is the intention of the parties bound by this award to respect and value diversity in the workforce and to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace and in particular to ensure equal remuneration for men and women doing work of equal or comparable value.
- 19.4 Unlawful discrimination in the workplace includes any distinction, exclusion or preference made on any prohibited ground, which has the effect of denying or limiting equality of opportunity or treatment. Unlawful discrimination in the work place includes sexual harassment and harassment on any prohibited grounds.
- 19.5 The parties recognise that it is unlawful to victimise an employee because the employee has made or may make or has even been involved in a complaint of discrimination or harassment.
- 19.6 Accordingly, in fulfilling their obligations the parties bound by this award must take all reasonable steps to ensure that the award must take all reasonable steps to ensure that the award provisions do not unlawfully discriminate in their effect and that unlawful discrimination or victimisation does not occur in any aspect of employment.
- 19.7 Any employee or group of employees who has a genuine belief that they have been or are being unlawfully discriminated against in their employment, or have been or are being victimised, may lodge a grievance in accordance with the relevant dispute resolution procedures referred to in this award
- 19.8 Note section 56(d) of the *Anti-Discrimination Act 1977* states:
- "Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

20. Area, Incidence and Duration

- 20.1 This award shall apply to all staff employed by the Sydney Harbour Foreshore Authority.
- 20.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Sydney Harbour Foreshore Authority 2003) Award, published 23 April 2004 (344 I.G. 113) and all variations thereof.
- 20.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 13 September 2007.
- 20.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B
MONETARY RATES

Classification and Salary Schedules

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

Table 1 - Professional Officer

		1/07/2007
PO4	20	\$128,812
	19	\$123,737
	18	\$118,762
PO3	17	Hard Barrier \$107,721
	16	\$103,591
	15	\$99,269
	14	\$96,378
	13	\$92,500
	PO2	12
11		\$87,197
10		\$84,738
PO1	9	Hard Barrier \$79,849
	8	\$76,064
	7	\$73,750
	6	\$70,862
PO Entry Level	5	Hard Barrier \$66,749
	4	\$64,250
	3	\$61,801
	2	\$57,772
	1	\$52,324

Table 2 - Administration Officer

		1/07/2007
AO7	24	\$105,923
	23	\$101,454
	22	\$95,472
	21	\$91,589
AO6	20	Hard Barrier \$87,263
	19	\$84,738
	18	\$81,414
AO5	17	Hard Barrier \$76,896
	16	\$74,527
	15	\$71,546
AO4	14	Hard Barrier \$67,448
	13	\$65,527
	12	\$63,056
AO3	11	Hard Barrier \$56,701
	10	\$53,344

AO2	9	Hard Barrier
	8	\$50,356 \$47,682
AO1	7	Hard Barrier
	6	\$43,903 \$40,857
AO Entry Level	5	\$39,400 Hard Barrier
	4	\$37,762
	3	\$35,266
	2	\$32,723
	1	\$28,897

Table 3 - Operational Officer

		1/07/2007
OO4	17	\$76,896
	16	\$74,527
	15	\$71,546
OO3	14	Hard Barrier
	13	\$67,448 \$65,527
	12	\$63,056
OO2	11	Hard Barrier
	10	\$56,701 \$53,344
OO1	9	Hard Barrier
	8	\$50,356 \$47,682
OO Entry Level	7	\$43,903 Hard Barrier
	6	\$40,857
	5	\$39,400
	4	\$37,762
	3	\$35,266
	2	\$32,723
	1	\$28,897

Table 4 - Control Room Operators

Control Room Operator		01/07/2007
	1	\$50,356

D. W. RITCHIE, Commissioner.

CROWN EMPLOYEES (NSW DEPARTMENT OF PRIMARY INDUSTRIES) LAND INFORMATION OFFICERS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 572 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties to the Award
4.	Salaries
5.	Scope of Employment
6.	Appointment, Progression and Training
7.	Grading and Evaluation of Positions
8.	Grievance and Dispute Settling Procedures
9.	Anti-Discrimination
10.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Schedule 1 - Appropriate Qualifications

Schedule 2 - Progression Requirements

Schedule 3 - Job Criteria

PART A

1. Title

This award shall be known as the Crown Employees (NSW Department of Primary Industries) Land Information Officers Award.

2. Definitions

- (i) "Act" means the *Public Sector Employment and Management Act 2002*.
- (ii) "Appropriate University or TAFE Qualifications" are those qualifications relevant to the Land Information Officer classification that are from time to time identified, and agreed as appropriate by the parties to the award. The qualifications deemed appropriate under the Award are set out in Schedule 1 - Appropriate Qualifications.

- (iii) "Association" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (iv) "Department" means the NSW Department of Primary Industries, as specified in Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- (v) "Department Head" means the Director-General of the NSW Department of Primary Industries.
- (vi) "DPE" means the Director of Public Employment, as established under the *Public Sector Employment and Management Act 2002*.
- (vii) "Job Evaluation" means the accredited system agreed to between the parties to this award, used to grade all positions within the Department.
- (viii) "Land Information Officer" means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002* who, at the date of the first Crown Employees (Land Information Officers – Department of Mineral Resources) Award published 29 March 1996 (291 IG 813), were occupying a position of, and classified as, Cartographer, Survey Drafting Officer or Tracer with the then Department of Mineral Resources, or after that date were appointed to a Land Information Officer position and are employed in the NSW Department of Primary Industries.
- (ix) "Normal Work" referred to in clause 8, Grievance and Dispute Settling Procedures, means the responsibilities relevant to the Statement of Duties, or Position Description, of an Officer or Officers at the time of the grievance, dispute or difficulty.
- (x) "Officer" means a Land Information Officer.
- (xi) "Position" means a position as dealt with in section 9 of the *Public Sector Employment and Management Act 2002*.
- (xii) "Public Service" means the Public Service of New South Wales as defined in the *Public Sector Employment and Management Act 2002*.
- (xiii) "Regulation" means the Public Sector Employment and Management (General) Regulation 1996.
- (xiv) "Salary Rates" means the ordinary-time rate of pay for the Officer's grading excluding shift allowances, weekend penalties and all other allowances not regarded as salary.
- (xv) "Service" means continuous service for salary purposes.
- (xvi) "Training Modules" are internal training programs developed by the Department for the development of specific skills and knowledge relevant to the duties and responsibilities of a Land Information Officer, on behalf of those Officers who do not possess formal qualifications, and for the purpose of cross-training.

3. Parties to the Award

The Parties to this Award are the DPE and the Association.

4. Salaries

The rates of salary shall be paid to officers appointed to the positions specified as set out in Table 1 - Salaries, of Part B, Monetary Rates.

5. Scope of Employment

- (i) Employment will be either on a full-time or permanent part-time basis. Applications for working part-time or job-sharing will be considered based on the employees' requests and Departmental needs. Temporary staff may be employed as Land Information Officers should the need arise.
- (ii) Officers may be required to participate in the full range of related work activities within the classification and grading.

6. Appointment, Progression and Training

- (1) There are seven progressive levels relating to the Land Information Officer classification. Criteria outlining the nature of work expected at the different levels will be in accordance with Schedule 3 - Job Criteria.

Land Information Officer Levels 1 to 3 will be broad banded, and appointment details are as follows:

- (i) A person must be undertaking, or successfully completed an appropriate university or TAFE qualification, including those listed in Schedule 1 - Appropriate Qualifications, to be eligible for appointment as a Land Information Officer Level 1.
- (ii) A person who has successfully completed an appropriate qualification shall be eligible for appointment as a Land Information Officer Level 1 Year 3.
- (iii) A person who has successfully completed an appropriate university or TAFE qualification, and has completed four years satisfactory service as a Land Information Officer shall be appointed to Level 2 Year 3 on the Land Information Officers' salary scale.
- (iv) A person who has completed a two year full time course of approved study, and a period of two years satisfactory service as a Land Information Officer shall be deemed to have completed the equivalent of four years satisfactory service as a Land Information Officer.

Land Information Officer Levels 4, 5, 6 and 7 are discrete levels and appointment will be based upon merit selection.

- (2) Following initial appointment, progression of all Officers will be determined according to the agreed arrangements outlined in Schedule 2 - Progression Requirements.
- (3) The Department will assume overall training responsibility for all Officers employed under this award and shall be responsible for all Officers having equal access to training in accordance with established Departmental Equal Employment Opportunity (EEO) Guidelines.
- (4) Appeals mechanism:
 - (i) An Officer shall have the right to appeal any decision made by the Department not to progress the Officer from salary point to salary point.
 - (ii) Officers shall submit a written submission outlining their case to the Director Human Resources, within 28 days of the decision being appealed.
 - (iii) The Director Human Resources, shall constitute an appeals committee made up of one Management representative, one relevant Association representative and one peer who is acceptable to both Management and the Association.
 - (iv) The appeal shall be heard within 28 days of it being lodged and the recommendation of the committee shall be forwarded to the Department Head or nominee for approval.
 - (v) The decision of the Department Head or nominee shall be forwarded to the Officer concerned within 7 working days of the appeal being heard.

- (vi) This appeals mechanism shall not cover matters that are referred to the Industrial Relations Commission of New South Wales or the Government and Related Employees Appeal Tribunal.

7. Grading and Evaluation of Positions

- (i) Positions classified as Land Information Officers under this award will be graded in accordance with the accredited Job Evaluation system agreed to by the Department, DPE and the Association, or other methodology which may be agreed between the parties to grade Land Information Officer positions during the operation of this award.
- (ii) The grading of Land Information Officer positions will be carried out in consultation with the Department's Job Evaluation Classification and Review Committee, which is a forum for consultation and negotiation between the Department and the Association on the operation of the Department's accredited Job Evaluation system.
- (iii) Positions will otherwise be evaluated and graded from time to time in the following circumstances:
 - (a) where the nature of a position is significantly changed or where a new position is created;
 - (b) where a position falls vacant, the Department can determine whether it is necessary to evaluate the position prior to advertising the vacancy;
 - (c) at the request of any party to this award, or an Officer classified as a Land Information Officer under this award, provided that the position(s) have not been reviewed for grading for at least 12 months prior to the request.
- (iv) Where the Land Information Officer position is evaluated as falling within a lower or higher grading than that to which the Officer is presently appointed, then the Department shall act in accordance with the Department's Job Evaluation Policy, as agreed by the parties to this award.

8. Grievance and Dispute Settling Procedures

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- (ii) An officer 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 officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (iv) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the officer may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The officer may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (vi) The Department Head may refer the matter to the DPE for consideration.
- (vii) If the matter remains unresolved, the Department Head shall provide a written response to the officer and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.

- (viii) An officer, at any stage, may request to be represented by the Association.
- (ix) The officer or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The officer, Association, Department and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any officer or member of the public.

9. Anti-Discrimination

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

"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."

10. Area, Incidence and Duration

- (i) This award shall apply to all the classifications as defined herein.

- (ii) The Officers regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management Regulation 1996* the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006* and the *Crown Employees (Public Sector - Salaries 2007) Award* or any awards replacing these awards.
- (iii) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Land Information Officers - Department of Mineral Resources) Award* published 21 May 2004 (344 I.G. 577) and all variations thereof.
- (iv) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on 31 July 2007.
- (v) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

The salaries set out below shall apply on the first pay period on or after 1 July 2007 in accordance with the provisions of the *Crown Employees (Public Sector - Salaries 2007) Award* and be paid to Officers appointed to the positions specified.

Classification	Annual Salary	Salary Point
Land Information Officer Level 1		
Year 1	36,229	20
Year 2	39,071	27
Year 3	42,338	36
Year 4	46,320	46
Land Information Officer Level 2		
Year 1	49,012	52
Year 2	51,277	57
Year 3	53,847	62
Land Information Officer Level 3		
Year 1	56,701	67
Year 2	58,925	71
Year 3	61,128	75
Year 4	63,056	78
Land Information Officer Level 4		
Year 1	65,527	82
Year 2	67,448	85
Year 3	69,468	88
Land Information Officer Level 5		
Year 1	71,546	91
Year 2	73,750	94
Year 3	76,896	98
Land Information Officer Level 6		
Year 1	79,188	101
Year 2	82,244	105
Year 3	84,738	108
Year 4	87,263	111

Land Information Officer Level 7		
Year 1	91,589	116
Year 2	95,472	120
Year 3	101,454	126
Year 4	105,923	130

SCHEDULE 1

Appropriate Qualifications

The following qualifications are currently deemed appropriate in terms of this award:

- Degree in Information Technology (Spatial Information)
- Graduate Diploma in Geographic Information Systems (GIS) and Remote Sensing (or equivalent)
- Degree in Geography (majoring in GIS)
- Associate Diploma in Land Information Systems
- Associate Diploma in Cartography
- Associate Diploma in Surveying
- Cartography Certificate
- Land and Engineering Survey Drafting Diploma
- Surveying Certificate IV
- Administrative Survey Drafting Certificate
- Associate Diploma in Survey Drafting
- Spatial Information Services (Surveying) Diploma
- Other relevant or equivalent tertiary qualifications as deemed appropriate to the classification

SCHEDULE 2

Progression Requirements

Land Information Officer Level 1 - Officers will progress through the incremental steps within the salary range for Level 1, subject to satisfactory service.

Land Information Officer Level 2 - In order to progress to a Land Information Officer Level 2, an Officer must possess an appropriate university or TAFE qualification, and demonstrate a capacity to undertake the duties and responsibilities of the position to that level as determined by the agreed criteria in Schedule 3.

An Officer is free to raise objection to any decision through the appropriate appeals mechanism, outlined in Clause 6, Appointment, Progression and Training.

An Officer need not be at the maximum salary of the Land Information Officer Level 2 range in order to apply for assessment.

Officers who are within the Land Information Officer Level 2 salary scale will progress through the incremental range, subject to continuing satisfactory service.

Land Information Officer Level 3 - In order to progress to Land Information Officer Level 3, an Officer must possess an appropriate university or TAFE qualification and demonstrate a capacity to undertake the duties and responsibilities of the position to the level as determined by the agreed criteria in Schedule 3.

An Officer is free to raise objection to any decision through the appropriate appeals mechanism, outlined in the said clause 6.

Officers who are within the Land Information Officer Level 3 salary scale will commence the cross-training modules designed to facilitate the multi-skilling process. Officers will progress through the incremental range, subject to continuing satisfactory performance and service.

Land Information Officer Levels 4, 5, 6 and 7 - Officers who are appointed to Land Information Officer Levels 4, 5, 6 and 7 will possess an appropriate university or TAFE qualification. Officers who are appointed to any of these positions must be committed to the completion of the cross-training modules designed to facilitate the multi-skilling process.

Officers who are appointed to positions of Land Information Officer Levels 4, 5, 6 and 7 will progress through the incremental range which is appropriate to their appointed level, subject to continuing satisfactory performance and service.

SCHEDULE 3

Job Criteria

Land Information Officer Level 1 -

- | | |
|--------------------------------|--|
| 1. Qualifications: | HSC or equivalent |
| 2. Complexity of Work: | competent to undertake work/projects of limited complexity, i.e., routine work activities commensurate with person's experience and training, e.g., map/database/ stations/entries, preparation of plans and diagrams for unpublished reports |
| 3. Freedom to Act: | very limited degree of freedom to perform tasks, i.e., act with an extensive degree of guidance |
| 4. Human Resource Management: | not required to carry out such duties |
| 5. Computing: | undertake data capture/retrieval of limited complexity relating to MRLIS (incl. geological, mining title data)

proficiency in functions of CAD system relating to generation of maps, plans of limited complexity

proficiency in functions of limited complexity relating to the Office Automation Network, e.g., word processing |
| 6. Map Design and Compilation: | understanding and exercising of limited levels of design/compilation aspects of maps/plans/diagrams in manual, digital form in relation to unpublished reports; to titles/administrative cadastral series maps/plans/diagrams (incl. survey investigation/calculation)

understanding and exercising of limited levels of reprographic techniques for both monochrome and colour reproduction (incl. use of darkroom facilities) |

7. Map Interpretation: competent to interpret to a limited degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to:
mining and land use proposals, conveyance matters, coal mine workings;

map and plan production;

providing information/advice to industry, public, other Govt. agencies.
8. Work Organisation: ability to plan, organise own work in line with Departmental priorities and deadlines
9. Decision Making: ability to display independent technical judgement and initiative on matters of very limited complexity
10. Provision of Advice: competent in providing independent and timely advice/information of a very limited degree of complexity
11. Training: not required to provide on-the-job or formal training
12. Interpersonal: ability to gain co-operation and acceptance of co-workers and, as required, clients
13. Communication: ability to display at least a limited degree of oral/written liaison skills, e.g., form replies, liaison with authors
14. Financial Management: not required to exercise any control over finances
15. Legislative: competent to interpret, under guidance, limited aspects of Interpretation: Mining Acts/Regs. and other related and relevant legislation; of legal documents relating to land/mining title deeds
16. Occupational: knowledge of accountability/responsibility for aspects of Health and Safety: staff/client health, safety and welfare
17. EEO: understanding of EEO principles
18. Corporate Plan: ability to comply with Corporate Plan objectives
19. Policy: ability to understand and implement, under guidance, Dept./Govt. policies, procedures, legal advisings relative to section functions

Land Information Officer Level 2 -

1. Qualifications: appropriate university or TAFE course
2. Complexity of Work: competent to undertake work/projects of moderate complexity, e.g., identification of moderately complex mining title information from manual and digital databases, assist in the cartographic compilation of geological/metallogenic maps and plans for publication

ability to exam work of limited complexity for accuracy and completeness, as required
3. Freedom to Act: limited degree of freedom to perform tasks, i.e., act with a substantial degree of guidance
4. Human Resource Management: ability to assist in very limited aspects of supervision, e.g., guide junior staff, co-workers

5. Computing: undertake data capture/retrieval of moderate complexity relating to MRLIS (incl. geological, mining title data)
- proficiency in function of CAD system relating to generation of maps, plans of moderate complexity proficiency in functions of limited complexity relating to the Office Automation Network, e.g. word processing
6. Map Design and Compilation: understanding and exercising of general levels of design/compilation/ fair drawing aspects of maps/plans/diagrams in manual and digital form in relation to geological/ metallogenic series mapping and publications, e.g., Minfo (incl. CAD); to titles/ administrative cadastral series maps/ plans/diagrams(incl. survey investigation/calculation)
- understanding and exercising of general levels of reprographic techniques for both monochrome and colour reproduction (incl. use of darkroom facilities)
7. Map Interpretation: competent to interpret to a moderate degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to:
- mining and land use proposals, conveyance matters, coal mine workings
- map and plan production
- providing information/advice to industry, public, other Govt. agencies
8. Work Organisation: ability to plan, organise own work in line with Departmental priorities and deadlines
9. Decision Making: ability to display independent technical judgement and initiative on matters of limited complexity
10. Provision of Advice: competent in providing independent and timely advice/information of a limited degree of complexity
11. Training: ability to provide a very limited degree of on-the-job training of junior technical staff and co-workers
12. Interpersonal: ability to gain co-operation and acceptance of co-workers and, as required, clients
13. Communication: ability to display at least a limited level of oral/written liaison skills, e.g., form replies, liaison with authors
14. Financial Management: not required to exercise any control over finances
15. Legislative Interpretation: competent to interpret, under guidance limited aspects of Mining Acts/Regs. and other related and relevant legislation; of legal documents relating to land/mining title deeds
16. Occupational Health and Safety: knowledge of accountability/responsibility for aspects of staff/client health, safety and welfare
17. EEO: understanding of EEO principles
18. Corporate Plan: ability to comply with Corporate Plan objectives

19. Policy: ability to understand, implement, under guidance, Dept./Govt. policies, procedures, legal advisings relative to section functions

Land Information Officer Level 3 -

1. Qualifications: appropriate university or TAFE course
2. Complexity of Work: competent to undertake work/projects of substantial complexity, e.g., cartographic production of geological, metallogenic and cadastral maps/plans
- ability to examine work of moderate complexity for accuracy and completeness, as required
3. Freedom to Act: moderate degree of freedom to perform tasks, i.e., act with a moderate degree of guidance
4. Human Resource Management: ability to assist in limited aspects of supervision, e.g., guide, motivate staff
5. Computing: undertake data capture/editing/retrieval of substantial complexity relating to MRLIS, incl. geological, mining title data
- proficiency in functions of CAD system relating to generation of maps, plans of substantial complexity
- ability to undertake limited research and development of graphic applications
- proficiency in functions of moderate complexity relating to the Office Automation Network, e.g., spreadsheets
6. Map Design and Compilation understanding, exercising of superior levels of design/compilation/fair drawing aspects of maps/plans/diagrams in manual and digital form in relation to geological/metallogenic series mapping and publications, e.g., Minfo (incl. CAD); to titles/administrative cadastral series maps/plans/diagrams (incl. survey investigation/calculation)
- understanding, exercising of superior levels of reprographic techniques for both monochrome and colour reproduction (incl. use of darkroom facilities)
7. Map Interpretation: competent to interpret to a substantial degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to:
- mining and land use proposals, conveyance matters, coal mine workings map and plan production
- providing information/advice to industry, public, other agencies
8. Work Organisation: ability to plan, organise own work and assist in limited aspects of planning, organising work of junior staff in line with Departmental priorities, deadlines
9. Decision Making: ability to display independent technical judgement and initiative on matters of general complexity

10. Provision of Advice	competent in providing independent and timely advice/information of a moderate degree of complexity
11. Training:	ability to provide a limited degree of on-the-job training of junior technical staff, co-workers
12. Interpersonal	ability to gain co-operation of co-workers and clients; assist development of skills of junior staff, co-workers
13. Communication:	ability to display a moderate degree of oral/written liaison skills, e.g., submissions/correspondence/reports
14. Financial Management:	ability to exercise a limited degree of control over finances, e.g., stores
15. Legislative:	competent to interpret, under guidance, general aspects of Interpretation: Mining Acts/Regs. and other related and relevant legislation; of legal documents relating to land/mining title deeds
16. Occupational Health and Safety	knowledge of accountability/responsibility for aspects of: staff/client health, safety and welfare
17. EEO:	understanding of EEO principles
18. Corporate Plan:	ability to comply with Corporate Plan objectives and contribute generally to the formulation of budget estimates
19. Policy:	ability to understand and implement, under guidance,
Land Information Officer Level 4 -	
1. Qualifications:	Appropriate university or TAFE course
2. Complexity of Work:	competent to undertake work/projects of high complexity, e.g., complex Ministerial submissions/correspondence, specific computer research and development of graphic applications for MRLIS ability to examine work of substantial complexity for accuracy, completeness
3. Freedom to Act:	substantial degree of freedom to perform tasks, i.e., act with a limited degree of guidance
4. Human Resource Management:	ability to supervise and allocate staff resources, provide sound leadership, motivate staff (as first level of direct, sustained supervision)
5. Computing:	undertake data capture/editing/retrieval of high complexity relating to MRLIS (incl. geological, mining title data) ability to undertake substantial research and development of graphic applications proficiency in functions of CAD system relating to generation of maps, plans of high complexity proficiency in functions of substantial complexity relating to the Office Automation Network, e.g., data basing

6. Map Design and Compilation: understanding and exercising of high levels of design/compilation/fair drawing aspects of maps/plans/diagrams in manual and digital form in relation to geological/ metallogenic series mapping and publications, e.g., Minfo (incl. CAD); to titles/administrative cadastral series maps/plans/ diagrams (incl. survey investigation/calculation)
- understanding and exercising of high levels of reprographic techniques for both monochrome and colour reproduction (incl. use of darkroom facilities)
7. Map Interpretation: competent to interpret to a high degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/ diagrams in relation to:
- mining and land use proposals, conveyance matters, coal mine workings
- map and plan production
- providing information/advice to industry, public, other Govt. agencies
8. Work Organisation: ability to plan, organise work of section staff in line with Departmental priorities, deadlines; to monitor and evaluate performance
9. Decision Making: ability to display independent technical judgement and initiative on matters of substantial complexity
10. Provision of Advice: competent in providing independent and timely advice/information of a substantial degree of complexity
11. Training: ability to provide a substantial degree of on-the-job training of section staff and co-workers
12. Interpersonal: ability to develop staff and make accurate assessment of abilities and performance
13. Communication: ability to display a superior level of oral/written liaison skills, e.g., provide staff with clear and constructive direction and advice
14. Financial Management: ability to exercise a limited degree of control over finances, e.g., provide advice on equipment purchases
15. Legislative Interpretation: competent to interpret substantial aspects of Mining Acts/ Regs. and other related and relevant legislation; of legal documents relating to land/mining title deeds
16. Occupational Health and Safety: accountable/responsible for aspects of staff/client health, safety and welfare
17. EEO: understanding of and capacity to implement EEO principles
18. Corporate Plan: ability to comply with Corporate Plan objectives and contribute generally to the formulation of objectives, estimates
19. Policy: ability to understand, implement Dept./Govt. policies, procedures, legal advisings relative to section function; to provide moderate degree of input into development/review of policies/procedures

Land Information Officer Level 5 -

1. Qualifications: appropriate university or TAFE course
2. Complexity of Work: competent to undertake work/projects of high complexity, e.g., special projects, formal training, computer graphics research and development
ability to exam work of high complexity for accuracy, completeness, as required
3. Freedom to Act: substantial degree of freedom to perform tasks, i.e., act with a limited degree of guidance
4. Human Resource Management: ability to supervise training of technical staff
5. Computing: undertake data capture/editing/retrieval of high complexity relating to MRLIS (incl. geological, mining title data)
ability to undertake extensive research and development of graphic applications
understanding of general aspects of computer technology applications in relation to Departmental objectives
proficiency in functions of CAD system relating to generation of maps, plans of high complexity
proficiency in functions of substantial complexity in relation to the Office Automation Network
6. Map Design and Compilation: understanding and exercising of high levels of design/ compilation/fair drawing aspects of maps/plans/diagrams in manual and digital form in relation to geological/metallogenic series mapping and publications, e.g., Minfo (incl. CAD); to titles/administrative cadastral series maps/plans/diagrams (incl. survey investigation/calculation)
understanding and exercising of high levels of reprographic techniques for both monochrome and colour reproduction (incl. use of darkroom facilities)
7. Map Interpretation: competent to interpret to a high degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/ diagrams in relation to:
mining and land use proposals, conveyance matters, coal mine workings
map and plan production
providing information/advice to industry, public, other Govt. agencies
8. Work Organisation: ability to plan, organise work (incl. training programmes) in line with Departmental priorities, deadlines; to monitor and evaluate performance
9. Decision Making: ability to display independent technical judgement on matters of high complexity; to display pro activity
10. Provision of Advice: competent in providing independent and timely advice/information of a high degree of complexity, e.g., training in technical and administrative functions

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| 11. Training: | ability to plan, develop and implement formal training programs of high degree and to provide on-the-job training of Branch staff, as required |
| 12. Interpersonal: | ability to develop staff and make accurate assessment of abilities and performance |
| 13. Communication: | ability to display a high level of oral/written liaison skills, e.g., present information and ideas to groups |
| 14. Financial Management: | ability to exercise a moderate degree of control over finances |
| 15. Legislative Interpretation | competent to interpret extensive aspects of Mining: Acts/Regs. and other related and relevant legislation; of legal documents relating to land/mining title deeds |
| 16. Occupational Health and Safety: | substantial degree of accountability/responsibility for aspects of staff/client health, safety and welfare |
| 17. EEO: | understanding of and capacity to implement EEO principles |
| 18. Corporate Plan: | ability to implement Corporate Plan objectives, contribute generally to the formulation of objectives, estimates |
| 19. Policy: | ability to understand, implement Dept./Govt. policies, procedures, legal advisings relative to Branch/Dept. functions; to provide a moderate degree of input into review/development of policies/procedures |

Land Information Officer Level 6 -

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|--------------------------------|--|
| 1. Qualifications: | appropriate university or TAFE course |
| 2. Complexity of Work: | competent to undertake work/projects of high complexity, e.g., management/supervision of unit and its functions

ability to critically analyse work |
| 3. Freedom to Act: | extensive degree of freedom to perform tasks, i.e., act with a very limited degree of guidance |
| 4. Human Resource Management: | ability to supervise/manage group(s) of technical staff, co- ordinate resources; to lead, motivate staff; to demonstrate management skills |
| 5. Computing: | ability to provide a high degree of input into review/development of policy and procedures relating to research and development of graphics applications

understanding of extensive aspects of computer technology applications in relation to Departmental objectives

ability to undertake a superior degree of research and development of graphic applications, as required |
| 6. Map Design and Compilation: | ability to provide a high degree of input into review/development of policy and procedures relating to design/ compilation/fair drawing aspects of maps/plans/diagrams in manual and digital form

understanding of high levels of such design/compilation aspects |

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| 7. Map Interpretation: | competent to interpret to a high degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to:

mining, land use proposals, conveyance matters, coal mine workings

map and plan production |
| 8. Work Organisation: | providing information/advice to industry, public, other Govt. agencies
ability to co-ordinate unit activities in line with Departmental priorities, deadlines; to review performance |
| 9. Decision Making: | ability to display independent technical and administrative judgement and initiative on matters of high complexity; to display pro activity |
| 10. Provision of Advice: | competent in providing independent and timely advice/information of a high degree of complexity |
| 11. Training: | ability to oversee the implementation of formal and on-the-job training in the unit |
| 12. Interpersonal: | ability to represent and negotiate with clients and others on behalf of the Branch or Department |
| 13. Communication: | ability to display a high level of oral/written liaison skills, e.g., present ideas, information, proposals clearly and effectively |
| 14. Financial Management: | ability to exercise a superior degree of control over finances, i.e., of the unit's budget |
| 15. Legislative Interpretation: | competent to interpret extensive aspects of Mining Acts/Regulations and other related and relevant legislation; of legal documents relating to land/mining title deeds |
| 16. Occupational: Health and Safety: | high degree of accountability/responsibility for aspects of staff/client health, safety and welfare |
| 17. EEO: | understanding of and capacity to implement/oversight implementation of EEO principles |
| 18. Corporate Plan: | ability to implement Corporate Plan objectives, contribute substantially to the formulation of objectives, estimates, performance indicators |
| 19. Policy: | ability to understand, implement Dept./Govt. policies, procedures, legal advisings relative to Branch/Dept. functions; to provide substantial

degree of input into review/development of relevant policies/procedures |

Land Information Officer Level 7 -

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| 1. Qualifications: | appropriate university or TAFE course |
| 2. Complexity of Work: | competent to undertake work/projects of high complexity, e.g., management of Branch and its functions

ability to ensure work meets quality control standards

ability to exercise delegated authority duties, functions |

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| 3. Freedom to Act: | extensive degree of freedom to manage Branch |
| 4. Human Resource Management: | ability to manage/supervise Branch technical staff, allocate/co-ordinate Branch staff resources, provide dynamic leadership; to demonstrate management skills |
| 5. Computing: | ability to provide a high degree of input into review/development of policy and procedures relating to research and development of graphics applications

understanding of extensive aspects of computer technology applications in relation to Departmental objectives |
| 6. Map Design and Compilation: | ability to provide a high degree of input into review/development of policy and procedures relating to design/compilation/fair drawing aspects of maps/plans/diagrams in manual and digital form

understanding of moderate levels of such design/compilation aspects |
| 7. Map Interpretation: | competent to interpret to a high degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to:

mining, land use proposals, conveyance matters, coal mine workings

map and plan production

providing information/advice to industry, public, other Govt. agencies |
| 8. Work Organisation: | ability to coordinate Branch activities in line with Departmental priorities, deadlines; to delegate work, review/ measure performance, adjust to change |
| 9. Decision Making: | ability to display independent technical and administrative judgement and initiative on matters of high complexity; to display pro activity |
| 10. Provision of Advice: | competent in providing independent and timely advice/information of a high degree of complexity |
| 11. Training: | ability to ensure a high degree of formal and on-the-job training is implemented for all Branch staff |
| 12. Interpersonal: | ability to represent and negotiate with clients and others on behalf of the Branch or Department; to encourage development of staff skills |
| 13. Communication: | ability to display a high level of oral/written liaison skills, e.g., present ideas, information, proposals clearly and effectively |
| 14. Financial Management: | ability to exercise a high degree of control and accountability over finances, i.e., of Branch's budget |
| 15. Legislative Interpretation: | competent to interpret extensive aspects of Mining Acts/Regulations and other related and relevant legislation; of legal documents relating to land/ mining title deeds |
| 16. Occupational Health and Safety: | high degree of accountability/responsibility for aspects of staff/client health, safety and welfare |

17. EEO: understanding of and a high degree of accountability and responsibility for the implementation of EEO principles
18. Corporate Plan: understanding of and a high degree of accountability/responsibility for the implementation of the Corporate Plan
- ability to contribute extensively to the formulation of objectives, estimates and performance indicators
19. Policy: ability to understand, implement Dept/Govt. policies, procedures, legal advisings relative to Branch/Dept. functions; to provide a high degree of input into development/review of relevant policies/procedures.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (MUSEUM OF APPLIED ARTS AND SCIENCES - CASUAL GUIDE LECTURERS) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 577 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Intention
4.	Wage Rates and Conditions of Employment
5.	Deduction of Association Membership Fees
6.	Grievance and Dispute Resolution Procedures
7.	Anti-Discrimination
8.	Parties to this Award
9.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1-Wages

Appendix A

PART A

1. Title

This award shall be known as the Crown Employees (Museum of Applied Arts and Sciences - Casual Guide Lecturers) Award 2007.

2. Definitions

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

"Award" means this award.

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

"Director" means the Chief Executive Officer of the Museum of Applied Arts and Sciences.

"Staff member" means a person casually employed in accordance with s38 of the Act and who occupies a position as a Casual Guide Lecturer, covered by this Award.

3. Intention

The purpose of this award is to regulate the rates of pay and conditions of employment of Casual Guide Lecturers.

4. Wage Rates and Conditions of Employment

- (i) The casual hourly rate for a Casual Guide Lecturer is set out in Part B - Monetary Rates. This rate is set in accordance with the Crown Employees (Public Sector - Salaries 2007) Award and any variation or replacement award.
- (ii) Casual Guide Lecturers shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.
 - (a) Unpaid parental leave in accordance with paragraph 12 (iv) (d);
 - (b) Personal Carer's entitlement in accordance with subclause 12 (v); and
 - (c) Bereavement entitlement in accordance with subclause 12 (vi).

This entitlement is also set out at Appendix A of this Award.

5. Deduction of Association Membership Fees

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

6. Grievance and Dispute Resolution Procedures

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

There are six steps in the procedure. At each step all those involved are encouraged to seek advice with regard to the procedure and how best to - undertake its various elements. Advice can be sought from appropriate staff, as identified in the Museum's policy and procedures for resolving grievances and disputes. Sources of advice include Grievance Receivers, HRM Manager and/or Association delegates.

Step 1 - In the first instance the staff member shall inform their-immediate supervisor, or other appropriate person, of the existence of a grievance/dispute, request a meeting to discuss the matter and attempt to resolve it with the supervisor.

It is recognised that the staff member may wish to exercise the right to consult with and be accompanied by their Association representative, who may participate in discussions during this or any subsequent stage.

Discussions should take place within two working days and this step of the procedure should be completed within seven days.

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 Department Head or delegate.

Step 2 - If the grievance/dispute remains unresolved, the staff member refers the matter to the next in line management (the manager). The manager will consult with all parties.

Discussions should take place within two working days and this step of the procedure should be completed within seven days.

Step 3 - If the grievance/dispute remains unresolved, the matter should be referred to the senior management group.

Discussions should take place within two working days and this step of the procedure should be completed within seven days.

Step 4 - In the event that the matter remains unresolved, senior management will discuss the matter with representatives of the relevant Association and/or other nominated representatives identified by the staff member lodging the grievance/dispute.

Such discussions should take place within two working days.

Step 5 - In the event that the matter is still unresolved, the director shall provide a written response to the staff member who lodged the grievance/dispute and any other relevant party involved in the grievance/dispute.

The response will indicate action to be taken or the reasons for not taking action in relation to the matter.

This step is to be completed seven days following notification in writing to the director by the staff member lodging the grievance/dispute that the matter remains unresolved.

Step 6 - The staff member, or their Association representative on their behalf, or the director may refer the matter to the Industrial Relations Commission of New South Wales if the matter is still unresolved after the completion of step 5.

NOT E: Whilst the grievance procedure is being followed, normal work shall continue, except where a genuine health and safety issue is involved. Such circumstances may require some interim modification to work practices until the matter is resolved.

For further details regarding the operation of the grievance and dispute resolution procedure, refer to the Museum's policy and procedures for resolving grievances and disputes.

7. Anti-Discrimination

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

- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award that, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) 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.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (a) Employers and 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."

8. Parties to the Award

This award is made between the following parties:

Director of Public Employment

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

9. Area, Incidence and Duration

This award applies to those staff employed as Casual Guide Lecturers by the Museum of Applied Arts and Sciences.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the Crown Employees (Museum of Applied Arts and Sciences Casual Guide Lecturers) Award published 15 October 2004 (346 I.G. 834) 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 the New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 31 July 2007.

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

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

Classification	Rate of pay per hour From first pay period on or after 1/7/07 \$
Casual Guide Lecturer	34.28

APPENDIX A

- (i) Casual staff members are entitled to unpaid parental leave under Chapter 2, Part4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (a) The Department Head must not fail to re-engage a regular casual staff member (see section 53(2) of the *Industrial Relations Act 1996*) because:
- (A) the staff member or staff member's spouse is pregnant; or
- (B) the staff member is or has been immediately absent on parental leave.

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

- (ii) Personal Carers entitlement for staff members
- (a) Staff members are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (iii) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
- (b) The Department Head and the staff member shall agree on the period for which the staff member will be entitled to not be available to attend work. In the absence of agreement, the staff member is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The staff member is not entitled to any payment for the period of non-attendance.
- (c) A Department Head must not fail to re-engage a staff member because the staff member accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a staff member are otherwise not affected.
- (d) The staff member shall, if required,
- (A) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (B) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the staff member.

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

- (e) The staff member must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the staff member will inform the employer within 24 hours of the absence.
- (iii) A family member for the purposes of (ii) (a) above is:
- (a) a spouse of the staff member; or
- (b) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
- (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:
- "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
- "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
- "household" means a family group living in the same domestic dwelling.
- (iv) Bereavement entitlements for staff members
- (a) Staff members are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- (b) The Department Head and the staff member shall agree on the period for which the staff member will be entitled to not be available to attend work. In the absence of agreement, the staff member is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The staff member is not entitled to any payment for the period of non-attendance.
- (c) A Department Head must not fail to re-engage a staff member because the staff member accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a staff member are otherwise not affected.
- (d) The staff member must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the staff member will inform the employer within 24 hours of the absence.

R. W. HARRISON *D.P.*

CROWN EMPLOYEES (NSW DEPARTMENT OF PRIMARY INDUSTRIES) LOCAL COORDINATOR ALLOWANCE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 578 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Local Office Coordinator Allowance
3.	Saving of Rights
4.	Grievance and Dispute Settling Procedures
5.	Anti-Discrimination
6.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Allowances

Appendix 1 - Responsibility of a Local Office Coordinator

PART A

1. Definitions

- (i) "Local Office Coordinator " means an Officer who is appointed as such by the Department and carries out the duties of Local Office Coordinator and as determined from time to time, in a local office of the NSW Department of Primary Industries.
- (ii) Local Office Coordinator duties" shall be determined from time to time by the Department. As a guide, Appendix 1 indicates the current duties that are required to be performed by a Local Office Coordinator.
- (iii) "Facilities Coordinator" means a Local Office Coordinator who undertakes the duties listed under the heading of "Facilities Coordination" in Appendix 1.
- (iv) "Personnel Coordinator" means a Local Office Coordinator who undertakes the duties listed under the heading of "Personnel Coordination" in Appendix 1.
- (v) "Association" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (vi) "Department" means the NSW Department of Primary Industries .

- (vii) "Staff" means all permanent and temporary staff employed at the local office by the Department, pursuant to the *Public Sector Employment and Management Act 2002*. Casuals, contractors or those working for work experience are not included for the purpose of this award.
- (viii) "Location" means a local office as determined by the Department.
- (ix) "LOC term" shall be determined by merit selection and by an expression of interest. The period of appointment shall be a three (3) year term or as determined by the Department.
- (x) "Staff Administered by LOC" shall be the number of staff at the location for which the LOC is assigned responsibility. For the purpose of determining the applicable allowance this number shall be reassessed on the first day of March each year.

2. Local Office Coordinator Allowance

A Local Office Coordinator shall be paid an allowance of an amount as set out in Table 1 - Allowances, of Part B, Monetary Rates.

- (i) Full allowance rates shall apply where the Department requires the officer to undertake both the Facilities Coordination and the Personnel Coordination duties.
- (ii) Partial allowance rates shall apply where the Department requires the officer to undertake either the Facilities Coordination or the Personnel Coordination duties but not both.
- (iii) Where the Department determines that the responsibilities of Local Office Coordinator are fundamental to an officer's substantive duties no allowance shall apply.

3. Saving of Rights

- (i) At the time of making of this Award, no member of staff covered by this Award will suffer a reduction in their rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.
- (ii) Should there be a variation to the Crown Employees (Public Sector - Salaries 2007) Award, or an Award replacing it, staff under this award will maintain the same salary relationship to the rest of the Public Service.

4. Grievance and Dispute Settling Procedures

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- (ii) A member of staff is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the member of staff to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (iv) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the member of staff may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The member of staff may pursue the

sequence of reference to successive levels of management until the matter is referred to the Department Head.

- (vi) The Department Head may refer the matter to the DPE for consideration.
- (vii) If the matter remains unresolved, the Department Head shall provide a written response to the member of staff and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A member of staff, at any stage, may request to be represented by the Association.
- (ix) The member of staff or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The member of staff, Association, Department and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any member of staff or member of the public.

5. Anti-Discrimination

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

6. Area, Incidence and Duration

- (i) The members of staff regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management (General) Regulation 1996*, *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006* and the *Crown Employees (Public Sector - Salaries 2007) Award* or any awards replacing these awards.
- (ii) This Award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Officer in Charge Allowance - NSW Agriculture) Award* published 15 October 2004 (346 I.G. 839).
- (iii) The changes made to this award pursuant to the Award Review under Section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 31 July 2007.
- (iv) The Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Allowances

Effective from the beginning of the first pay period to commence on or after 1.7.07

Staff Administered by LOC	Annual Rates	
	Full Allowance	Partial Allowance
Up to three staff	\$1,822	\$911
Up to six staff	\$2,731	\$1,366
Up to ten staff	\$3,643	\$1,822
More than ten staff	\$5,466	\$2,733

APPENDIX 1

The duties of a Local Office Coordinator are defined as:

1. Facilities Coordination:

A Local Office Coordinator who is appointed as facilities coordinator will be responsible for:

- 1.1 Ensuring that facilities such as office accommodation, motor vehicles, assets and storage facilities are maintained and managed in accordance with Departmental policies and procedures.
- 1.2 Ensuring that corporate services are delivered and managed within the available resources and in accordance with Departmental policies and procedures.
- 1.3 Approving financial and administrative matters under delegation.

- 1.4 Undertaking the responsibilities of Controller of Premises under the NSW *Occupational Health and Safety Act 2000*.
 - 1.5 Other facilities coordination duties as reasonably determined by the Department from time to time.
2. Personnel Coordination:
- A Local Office Coordinator who is appointed as personnel coordinator will be responsible for:
- 2.1 Coordinating the compliance of staff with Departmental and NSW Government policies and guidelines in relation to personnel matters such as attendance, conduct and ethical behaviour.
 - 2.2 Advising relevant managers and line supervisors of breaches of policies and guidelines in relation to personnel matters and assisting to address these breaches when requested.
 - 2.3 Coordinating matters relating to the induction, entry onto duty and last day of duty of staff.
 - 2.4 Coordinating work priorities and supervision of support staff servicing multiple programs.
 - 2.5 Approving personnel matters under delegation.
 - 2.6 Other personnel coordination duties as reasonably determined by the Department from time to time.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (KINGSFORD SMITH AIRPORT TRAVEL CENTRE) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 586 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Parties
4.	Definitions
5.	Hours
6.	Salary
7.	All Incidence Allowance
8.	On Call Allowance
9.	Commission
10.	Part-time Employees
11.	Increments
12.	Leave Loading
13.	Annual Leave
14.	Higher Duties
15.	Salary Packaging Arrangements
16.	Deduction of Union Membership Fees
17.	Job Sharing
18.	General
19.	Grievance and Dispute Resolution Procedure
20.	Overtime - General
21.	Anti-Discrimination
22.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Annexure A - Airport Travel Centre Rosters

Annexure B - Formula for Determining All Incidence Allowance

Appendix A - Entitlements for Casual Employees

2. Title

This award shall be known as the Crown Employees (Kingsford Smith Airport Travel Centre) Award 2007.

3. Parties

The parties to this award are the Director of Public Employment and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

4. Definitions

- 4.1 “Afternoon Shift” means a shift commencing at or after 1.30 pm (non-daylight saving - winter) and 2.45 pm (daylight saving - summer) and before 4.00 pm
- 4.2 “Airport Travel Centre” means the Travel Centre operated by NSW Department of State and Regional Development located at Kingsford Smith International Airport, Mascot.
- 4.3 “All Incidence Allowance” means the monetary amount, as prescribed by clause 7, All Incidence Allowance paid to employees to compensate for shiftwork and work performed on Saturdays, Sundays and public holidays.
- 4.4 “Award” means the Crown Employees (Kingsford Smith Airport Travel Centre) Award 2007.
- 4.5 “Base Rate of Salary” means the base salary prescribed by subclause 6.1 of clause 6, Salary, excluding the All Incidence Allowance and Commission.
- 4.6 “Casual Employee” means a person employed on an hourly basis as prescribed by subclause 6.2 of clause 6, Salary.
- 4.7 “Commission” means the monetary incentive, as prescribed by clause 9, Commission paid to employees for selling tourism products.
- 4.8 “Director General” or “Department Head” means the Director General of the NSW Department of State and Regional Development, exercising the functions of the Director of Public Employment, as delegated under s124 of the *Public Sector Employment and Management Act 2002*.
- 4.9 “DPE” means the Director of Public Employment, who is the employer of staff of the Public Service for industrial matters under s129 the *Public Sector Employment and Management Act 2002*.
- 4.10 “DSRD” means the Director-General of the NSW Department of State and Regional Development.
- 4.11 “Employee” means persons employed on a full-time or part-time shift work basis in the position of Travel Consultant or Senior Travel Consultant.
- 4.12 “Morning Shift” means a shift commencing at or after 5.00 am (non-daylight saving - winter) and 06.15 am (daylight saving - summer) and before 10.00 am.
- 4.13 “Ordinary Hours” means for full time employees 35 hours per week Monday to Friday between the hours of 7.30 am and 6.00 pm.
- 4.14 “PSA” or “Union” means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 4.15 “Senior Travel Consultant” means an employee engaged to supervise the operations of the Travel Centre including sales, cashiering, accounts, ticketing staff supervision, in addition to answering inquiries and selling tourism products.
- 4.16 “Shift” means a period working 8 hours and 45 minutes plus half an hour unpaid meal break.
- 4.17 “Supervisor” means a person employed as Supervisor, Airport Travel Centre.
- 4.18 “Travel Consultant” means an employee engaged to provide a travel and tourism service to the public through the answering, assessment and co-ordination of inquiries and selling tourism products.

5. Hours

- 5.1 Normal working hours for full time employees shall be 35 hours per week.
- 5.2 The Department Head may require an employee to perform duty beyond the hours determined under subclause (5.1) but only if it is reasonable for the employee to be required to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
 - (b) any risk to the employee's health and safety;
 - (c) 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;
 - (d) the notice if any given by the Department Head regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours; or
 - (e) any other relevant matter.
- 5.3 An employee shall work 8 hour and 45 minute shifts on four days of the week, Monday to Sunday inclusive, between the hours of 5.00 am and 10.45 pm during non-daylight saving time (winter) and 6.15 am to 12 am during daylight saving time (summer).
- 5.4 Hours shall be worked over two shifts in accordance with the roster attached as Annexure A - Airport Travel Centre Roster.
- 5.5
- | | | |
|------------------|--------------------------|---------------------------------|
| Morning shift: | from 5.00 am to 2.15 pm | (non- daylight saving - winter) |
| Morning shift: | from 6.15 am to 3.30 pm | (daylight saving - summer) |
| Afternoon shift: | from 1.30 pm to 10.45 pm | (non- daylight saving - winter) |
| Afternoon shift: | from 2.45 pm to 12.00 am | (daylight saving - summer) |
- 5.6 The commencement and finishing times of morning and afternoon shifts may be varied due to Daylight Saving, the Airport Curfew or the operational requirements of the Airport Travel Centre. The PSA and employees will be given seven calendar days notice of changes to the commencement and finishing times of morning and afternoon shifts.
- 5.7 An unpaid meal break of half an hour shall be taken during each shift. Such meal breaks shall be taken at a time convenient to the operation of the Airport Travel Centre but not later than 5 hours after the commencement of the shift.
- 5.8 Employees will be given 12 hours notice of short term changes to the roster and a 10 hour break will apply between shifts, otherwise the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 provisions shall apply.
- 5.9 Employees may mutually agree to swap shifts subject to the approval of the Supervisor.
- 5.10 A Supervisor shall work 35 hours per week Monday to Friday inclusive and the provisions of the Flexible Working Hours Agreement of 1998, for employees at the Kingsford Smith Travel Centre, shall apply.

6. Salary

6.1 The base rate of salary for the classifications shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates, in accordance with the Crown Employees (Public Sector - Salaries 2007) Award, or any variation or replacement award.

6.2 Casual employees will be paid an hourly rate based on the following formula:

$$\frac{\text{Full time award rate}}{52.17857} \text{ divided by } 35 = \text{hourly rate}$$

plus 15% of hourly rate

plus 4/48 of hourly rate (in lieu of annual leave).

6.2.1 For work performed by casual employees outside of ordinary hours and on weekends and public holidays penalty rates as prescribed by the Shiftworkers Case 1972 (72 AR 633) will apply.

6.2.2 Casual employees are entitled to be paid Commission as prescribed by clause 9, Commission.

6.2.3 Casuals shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006:

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

This entitlement is also set out in Appendix A of this Award

6.3 Salary for the purpose of determining an employee's entitlements on separation shall be an amount equivalent to the base rate of salary plus Commission for the preceding 12 month period.

7. All Incidence Allowance

7.1 Employees will be paid an All Incidence Allowance to fully compensate for working morning and afternoon shifts (as prescribed by the Shiftworkers Case 1972) and for work performed on Saturdays, Sundays and public holidays.

7.2 Two rosters, one for Winter and one for Summer, will operate. The commencing and finishing times reflect the seasonal needs of the business. The All Incidence Allowance will be as follows:

Senior Consultants

Winter Allowance	33%*
Summer Allowance	29%*

*An all up averaged incidence allowance of 31% (i.e. 33%+29% divided by 2 = 31%) will be payable to Senior Consultants for 52 weeks of the year based on the existing roster.

Consultants

Winter Allowance	28%**
Summer Allowance	26%**

**An all up averaged incidence allowance of 27% (i.e. 28%+26% divided by 2 = 27%) will be payable to Consultants for 52 weeks of the year based on the existing roster.

The Allowance is subject to review should Annexure A - Airport Travel Centre Roster be altered due to a change in the operational requirements of the Airport Travel Centre. The Allowance is payable for the full 52 weeks of the year.

These rates will vary depending on what days public holidays fall year to year and daylight saving provisions.

7.3 Annexure B sets out the agreed formula for determining the All Incidence Allowance.

7.4 Employees are not entitled to additional payment for being rostered off on a public holiday.

8. On Call Allowance

The Supervisor shall be paid an On Call Allowance, as determined by the DPE from time to time, for all time required to be on call as directed by the Director General or his or her delegate.

9. Commission

Employees, including the Supervisor, will be paid a Commission equivalent to 0.75 percent of the value of total ticketed sales (less cancellations). Such Commission is to be paid monthly in arrears on the first available pay day following the completion of each calendar month.

10. Part-Time Employees

Salary and conditions for part-time employees are to be pro rata to the salaries and conditions of full-time employees based on the agreed number of hours worked per week.

11. Increments

11.1 The payment of increments under the rates of pay prescribed in Table 1 - Salaries, of Part B, Monetary Rates, shall be subject to satisfactory performance, including training and development requirements for employees. Increments are payable at the completion of one year's continuous employment following approval in accordance with public sector guidelines.

11.2 Periods of higher duties will count for the purpose of determining the date for incremental progression.

12. Leave Loading

The All Incidence Allowance will be paid for all purposes including annual leave and therefore no annual leave loading is payable.

13. Annual Leave

13.1 To compensate for work performed on Sundays and public holidays, annual leave will accrue in accordance with Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006. Based on the roster (Annexure A - Airport Travel Centre Roster) the rate of accrual shall be 175 hours per year (ie. five weeks per year). Leave shall accrue and be taken as hours, not days.

13.2 The rate of accrual is subject to change should the roster at Annexure A change due to the operational requirements of the Airport Travel Centre.

13.3 Subject to subclause 13.2 at the completion of 12 months continuous service an employee may exercise the option of "cashing in" the fifth week (35 hours) of annual leave accrued pursuant to subclause 13.1. Payment shall be at the employee's base rate of salary plus the All Incidence Allowance.

14. Higher Duties

14.1 Higher duties allowance may be paid on a shift by shift basis dependent on operational requirements.

- 14.2 Where an employee performs the whole of the duties and assumes the whole of the responsibilities of that more senior position he or she will, subject to satisfactory performance, be paid the difference between the employee's present rate of pay and the rate of pay that the employee would be paid if appointed to that position.
- 14.3 Where an employee does not possess the skills necessary to perform the whole of the duties and responsibilities of the more senior position at the time of relieving the employee will be paid, subject to satisfactory performance, an allowance based upon the proportion of duties actually performed.

15. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Department Head, to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2007) Award or any variation or replacement Award.

16. Deduction of Union Membership Fees

- 16.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 16.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 16.3 Subject to (16.1) and (16.2) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 16.4 Monies so deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 16.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 16.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

17. Job Sharing

The Director General or his or her delegate may approve implementation of job-sharing arrangements. Job sharing is a voluntary arrangement in which one job is shared amongst staff working on a part-time basis. Job shares may be employed on a part-time basis or may be full-time staff on part-time leave without pay. Job sharing arrangements shall be agreed to in writing.

18. General

Terms and conditions of employment not prescribed by this award will be in accordance with those that apply generally to public servants in New South Wales.

19. Grievance and Dispute Resolution Procedures

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

19.2 Step 1 -

19.2.1 The employee(s) will notify in writing the immediate supervisor, or other appropriate person, as to the details of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought. This meeting should take place within two working days of the notification.

19.2.2 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 General or delegate.

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

19.3 Step 2 - If the matter is not resolved in Step 1, a meeting shall be convened between the employee(s) and, at their request, the PSA delegate, the immediate supervisor and the supervisor's manager. This meeting should take place within two working days of the completion of Step 1.

19.4 Step 3 - If the matter remains unresolved a meeting shall be convened between the employee(s), and at their request the PSA delegate, the immediate supervisor, the supervisor's manager and the Human Resources Manager, and any other member of the senior management team as determined by the Director General. This meeting should take place within two working days of the completion of Step 2.

19.5 Step 4 -

19.5.1 If the matter remains unresolved a meeting should be convened between an official(s) of the PSA, the Human Resources Manager and any other member(s) of the senior management team as determined by the Director General. This action should take place as soon as it is apparent that earlier discussions will not resolve the grievance, dispute or difficulty but no later than four working days or as soon as practical after the completion of Step 3.

19.5.2 In addition, if the matter has not been resolved at the conclusion of this stage of discussions, DSRD will provide a written response to the employee and any other party involved in the grievance, dispute or difficulty concerning action to be taken, or the reason for not taking action, in relation to the matter.

19.6 Step 5 - If the matter remains unresolved after Step 4, it may be referred by either party to the Industrial Relations Commission of New South Wales.

19.7 A employee, at any stage, may request to be represented by the PSA.

19.8 The employee or the PSA on their behalf, or the Director General may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

19.9 The employee, PSA, DSRD and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

19.10 Whilst the Grievance and Dispute Resolution Procedures outlined above are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

20. Overtime - General

- 20.1 An employee may be directed by the Department Head to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors should be taken into account:
- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
 - (b) any risk to the employee's health and safety;
 - (c) 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;
 - (d) the notice if any given by the Department Head regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours; or
 - (e) any other relevant matter.
- 20.2 Payment for overtime shall be made only where the employee works directed overtime.

21. Anti-Discrimination

- 21.1 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.
- 21.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 21.3 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.
- 21.4 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.
- 21.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

22. Area, Incidence and Duration

- 22.1 This award shall apply to all the classifications as defined herein.
- 22.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Kingsford Smith Airport Travel Centre) Award 2003 published 23 April 2004 (344 I.G. 124) and all variations thereof.
- 22.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act, 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) and take effect from 31 July 2007.
- 22.4 The Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	From the first pay period to commence on or after 1 July 2007
	4% \$
Travel Consultant	
Year 1	39,634
Year 2	41,287
Senior Travel Consultant	
Year 1	44,590
Year 2	46,239
Supervisor	
Year 1	52,847
Year 2	54,497

ANNEXURE A

AIRPORT TRAVEL CENTRE ROSTER

Airport Travel Centre Winter Roster

Senior Travel Consultants
Winter (30 weeks)

Winter Operating Hours	AM 5.00 am to 2.15 pm		PM 1.30 pm to 10.45 pm				
	DAY						
	FRI	SAT	SUN	MON	TUES	WED	THUR
1	A 0.1	RDO	RDO	A 0.1	A 0.1	A 0.1	RDO
2	RDO	A 0.5	A 0.75	P 0.125	RDO	RDO	P0.125
3	P 0.125	P 0.5	P 0.75	RDO	RDO	RDO	A 0.1
Total shift	0.225	1.0	1.5	0.225	0.1	0.1	0.225

Key		
A	AM shift	10%
P	PM shift	12.5%
Saturday		50%
Sunday		75%
X	No penalty rates paid	
RDO	Rostered Day Off	

Airport Travel Centre Summer Roster

Senior Travel Consultants
Summer (22 weeks)

Summer Operating Hours AM 6.15 am to 3.30 pm	PM 2.45 pm to 12.00 am
--	------------------------

	DAY						
	FRI	SAT	SUN	MON	TUES	WED	THUR
1	AX	RDO	RDO	AX	AX	AX	RDO
2	RDO	A 0.5	A 0.75	P 0.125	RDO	RDO	P0.125
3	P 0.125	P 0.5	P 0.75	RDO	RDO	RDO	AX
Total shift	0.125	1.0	1.5	0.125	0	0	0.125

Key		
A	AM shift	10%
P	PM shift	12.5%
Saturday		50%
Sunday		75%
X	No penalty rates paid	
RDO	Rostered Day Off	

Airport Travel Centre Winter Roster

Travel Consultants
Winter (30 weeks)

Winter Operating Hours AM 5.00 am to 2.15 pm	PM 1.30 pm to 10.45 pm
--	------------------------

	DAY						
	FRI	SAT	SUN	MON	TUES	WED	THUR
1	A 0.1	A 0.5	A 0.75	RDO	RDO	P 0.125	P0.125
2	P 0.125	RDO	RDO	A 0.1	A 0.1	A 0.1	A 0.1
3	RDO	RDO	RDO	P 0.125	P 0.125	RDO	RDO
4.	RDO	P 0.5	P 0.75	RDO	Ps 0.125	Ps 0.125	RDO
Total shift	0.225	1	1.5	0.225	0.35	0.35	0.225

Airport Travel Centre Winter Roster

Part-time Travel Consultants - 20 HRS

	DAY						
	FRI	SAT	SUN	MON	TUES	WED	THUR
	AX	A0.5	RDO	RDO	RDO	AX	AX
Total shift	0	0.5	0	0	0	0	0

Airport Travel Centre Winter Roster

Part-time Travel Consultants - 15 HRS

	DAY						
	FRI	SAT	SUN	MON	TUES	WED	THUR
	RDO	RDO	A0.75	AX	AX	RDO	RDO
Total shift	0	0	0.75	0	0	0	0

Key		
A	AM shift	10%
P	PM shift	12.5%
Ps	Afternoon shift acting as a Senior Travel Consultant	12.5%
Saturday		50%
Sunday		75%
X	No penalty rates paid	
PT	Part time 7.00 - 12.00	
RDO	Rostered Day Off	

Airport Travel Centre Summer Roster

Travel Consultants
Summer (22 weeks)

Summer Operating Hours AM 6.15 am to 1.30 pm	PM 2.45 pm to 12.00 am
--	------------------------

	DAY						
	FRI	SAT	SUN	MON	TUES	WED	THUR
1	AX	A 0.5	A 0.75	RDO	RDO	P 0.125	P0.125
2	P 0.125	RDO	RDO	AX	AX	AX	AX
3	RDO	RDO	RDO	P 0.125	P 0.125	RDO	RDO
4.	RDO	P 0.5	P 0.75	RDO	Ps 0.125	Ps 0.125	RDO
Total shift	0.125	1.0	1.5	0.125	0.250	0.250	0.250

Airport Travel Centre Summer Roster

Part-time Travel Consultants - 20 HRS

	DAY						
	FRI	SAT	SUN	MON	TUES	WED	THUR
	AX	A0.5	RDO	RDO	RDO	AX	AX
Total shift	0	0.5	0	0	0	0	0

Airport Travel Centre Summer Roster

Part-time Travel Consultants - 15 HRS

	DAY						
	FRI	SAT	SUN	MON	TUES	WED	THUR
	RDO	RDO	A0.75	AX	AX	RDO	RD O
Total shift	0	0	0.75	0	0	0	0

Key		
A	AM shift	10%
P	PM shift	12.5%
Ps	Afternoon shift acting as a Senior Travel Consultant	12.5%
Saturday		50%
Sunday		75%
X	No penalty rates paid	
PT	Part time 7.30 - 12.30	
RDO	Rostered Day Off	

ANNEXURE B

FORMULA FOR DETERMINING ALL INCIDENCE ALLOWANCE

Under the Shift Workers Case of 1972 (72 AR 633) if an employee commences work:

after 4.00 am and before 6.00 am they receive a allowance of 10% in addition to their ordinary rate. That is, for each shift of 8.75 hours starting during this period they would receive an additional $8.75 \times 0.1 = 0.875$ hours pay.

after 1.00 pm and before 4.00pm they receive an allowance of 12½% in addition to their ordinary rate. That is, for each shift of 8.75 hours starting during this period they would receive an additional $8.75 \times 0.125 = 1.094$ hours pay.

for Saturday work they get paid 1.5, that is an additional $0.5 \times 8.75 = 4.375$ hours.

for Sunday work they get paid 1.75, that is an additional $0.75 \times 8.75 = 6.563$ hours.

for working on a Public Holiday they get paid 2.5, that is an additional $1.5 \times 8.75 = 13.125$ hours.

Based on the Airport Travel Centre Roster the percentage increase to an employee's salary would be as the calculations detail for each roster in the following sections:

1. Senior Travel Consultant (x3) - Summer Roster

1.1 Rate for 22 weeks, excluding public holidays (8.75 hours per day):

2.875 penalty rates divided by 3(number of people) = 0.96 per week

0.96 per week $\times 22$ weeks = 21.08 per 22 weeks

21.08×8.75 = additional 184.47 hours per 22 weeks

184.47 hours divided by 770 hours per 22 weeks $\times 100$ = 24.00% increase

1.2 Rate for 22 weeks, including Public Holidays (8.75 hour per day):

Normally an additional 184.47 hours paid per 22 weeks

Public Holiday	Penalty Rate	P/H Penalties (1.5) multiplied by the number of employees rostered on
Christmas Day	0.125	3.00
Boxing Day	0.125	3.00
Public Service Holiday	0.125	3.00
New Year's Day	0.125	3.00
Australia Day	0.125	3.00
Total	0.625	15.00

Hours to be deducted from basic penalty rates per 22 weeks is 0.625 total penalty rates divided by 3 multiplied by 8.75 hours = 1.8229 hours

Hours to be added to basic penalty rates per 22 weeks due to Public Holidays is 15 penalty rates divided by 3 multiplied by 8.75 hours = 43.75 hours

Total Penalty rates per 22 weeks including Public Holidays 184.47 hours less 1.82hours plus 43.75 hours equals 226.39 hours

% Increase is 226.39 hours divided by 770 hours per 22 weeks = 29.40% increase rounded to 29%.

2. Senior Travel Consultant (x3) - Winter Roster

All Incidence Allowance Calculation:

2.1 Rate for 30 weeks, excluding public holidays (8.75 hours per day):

3.375 penalty rates divided by 3 persons = 1.125 per week

1.125 per week x 30 weeks = 33.75 per 30 weeks

33.75 x 8.75 = additional 295.31 hours per 30 weeks

295.31 hours divided by 1050 hours per 30 weeks x 100 = 28.0 % increase

2.2 Rate for 30 weeks, including public holidays (8.75 hours per day):

Normally an additional 295.31 hours paid per 30 weeks

With the public holidays, the maximum increase in pay would be:

Public Holiday	Penalty Rate	P/H Penalties (1.5) multiplied by the number of employees rostered on
Good Friday	0.225	3.00
Easter Saturday	1.0	3.00
Easter Monday	0.225	3.00
Anzac Day	0.225	3.00
Queens Birthday	0.225	3.00
Labour Day	0.225	3.00
Total	2.125	18

Hours to be deducted from basic penalty rates per 30 weeks is 2.125 total penalty rates divided by 3 multiplied by 8.75 hours = 6.19 hours

Hours to be added to basic penalty rates per 30 weeks due to Public Holidays is 18 penalty rates divided by 3 multiplied by 8.75 hours = 52.5 hours

Total Penalty rates per 30 weeks including Public Holidays 295.31 hours less 6.19hours plus 52.5 hours equals 341.61 hours

% Increase is 341.61 hours divided by 1050 hours per 30 weeks = 32.53% increase rounded to 33%.

3. Travel Consultant (x4) - Summer Roster

3.1 Rate for 22 weeks, excluding public holidays (8.75 hours per day):

3.375 divided by 4 = 0.84 per week

$0.84 \text{ per week} \times 22 \text{ weeks} = 18.56 \text{ per 22 weeks}$

$18.56 \times 8.75 = \text{additional } 162.42 \text{ hours per 22 weeks}$

$162.42 \text{ hours divided by } 770 \text{ hours per 22 weeks} \times 100 = 21.00 \% \text{ increase.}$

3.2 Rate for 22 weeks, including public holidays (8.75 hour per day):

Normally an additional 162.42 hours paid per 22 weeks.

With the Public Holidays the maximum increase in pay would be:

Public Holiday	Penalty Rate	P/H Penalties (1.5) multiplied by the number of employees rostered on
Christmas Day	0.125	3.00
Boxing Day	0.125	3.00
Public Service Holiday	0.250	4.50
New Year's Day	0.125	3.00
Australia Day	0.125	3.00
Total	0.750	16.5

Hours to be deducted from basic penalty rates per 22 weeks is 0.750 total penalty rates divided by 4 multiplied by 8.75 hours = 1.6406 hours

Hours to be added to basic penalty rates per 22 weeks due to Public Holidays is 16.5 penalty rates divided by 4 multiplied by 8.75 hours = 36.09 hours

Total Penalty rates per 22 weeks including Public Holidays 162.42 hours less 1.64 hours plus 36.09 hours equals 196.87 hours

% Increase is 196.87 hours divided by 770 hours per 22 weeks = 25.56% increase rounded to 26%.

4. Travel Consultant (x4) - Winter Roster

4.1 Rate for 30 weeks, excluding public holidays (8.75 hours per day):

$3.875 \text{ penalty rates divided by } 4 \text{ persons} = 0.97 \text{ per week}$

$0.97 \text{ per week} \times 30 \text{ weeks} = 29.06 \text{ per 30 weeks}$

$29.06 \times 8.75 = \text{additional } 254.31 \text{ hours per 30 weeks}$

$254.31 \text{ hours divided by } 1050 \text{ hours per 30 weeks} \times 100 = 24.0 \% \text{ increase}$

4.2 Rate for 30 weeks, including public holidays (8.75 hours per day):

Normally an additional 254.31 hours paid per 30 weeks

With the public holidays, the maximum increase in pay would be:

Public Holiday	Penalty Rate	P/H Penalties (1.5) multiplied by the number of employees rostered on
Good Friday	0.225	3.00
Easter Saturday	1.0	3.00
Easter Monday	0.225	3.00
Anzac Day	0.225	3.00
Queens Birthday	0.225	3.00

Labour Day	0.225	3.00
Total	2.125	18

Hours to be deducted from basic penalty rates per 30 weeks is 2.125 total penalty rates divided by 4 multiplied by 8.75 hours = 4.64 hours

Hours to be added to basic penalty rates per 30 weeks due to Public Holidays is 18 penalty rates divided by 4 multiplied by 8.75 hours = 39.37 hours

Total Penalty rates per 30 weeks including Public Holidays 254.31 hours less 4.64 hours plus 39.37 hours equals 289.03 hours

% Increase is 289.03 hours divided by 1050 hours per 30 weeks = 27.527% increase rounded to 28%.

5. Part Time Travel Consultants 20 hours - Summer Roster

5.1 Rate for 22 weeks, excluding public holidays (5 hours per day):

0.5 divided by 1 = 0.5 per week

0.5 per week x 22 weeks = 11 per 22 weeks

11 x 5 = additional 55 hours per 22 weeks

55 hours divided by 440 hours per 22 weeks x 100 = 12.5% increase.

5.2 Rate for 22 weeks, including public holidays (5 hours per day) :

Normally an additional 55 hours paid per 22 weeks.

With the Public Holidays the maximum increase in pay would be

Public Holiday	Penalty Rate	P/H Penalties (1.5) multiplied by the number of employees rostered on
Christmas Day	0.00	1.50
Boxing Day	0.00	1.50
Public Service Holiday	0.00	1.50
New Year's Day	0.00	1.50
Australia Day	0.00	0.00
Total	0.00	6.00

Hours to be deducted from basic penalty rates per 22 weeks is 0.00 total penalty rates divided by 1 multiplied by 5 hours = 0 hours

Hours to be added to basic penalty rates per 22 weeks due to Public Holidays is 6 penalty rates divided by 1 multiplied by 5 hours = 30 hours

Total Penalty rates per 22 weeks including Public Holidays 55 hours less 0 hours plus 30 hours equals 85 hours

% Increase is 85 hours divided by 440 hours per 22 weeks = 19.3% increase rounded to 19%.

6. Part Time Travel Consultants 20 hours - Winter Roster

6.1 Rate for 30 weeks, excluding public holidays (5 hours per day):

0.5 penalty rates divided by 1 person = 0.5 per week

0.5 per week x 30 weeks = 15 per 30 weeks

15 x 5 = additional 75 hours per 30 weeks

75 hours divided by 600 hours per 30 weeks x 100 = 12.5 % increase

6.2 Rate for 30 weeks, including public holidays (5 hours per day):

Normally an additional 75 hours paid per 30 weeks

With the public holidays, the maximum increase in pay would be:

Public Holiday	Penalty Rate	P/H Penalties (1.5) multiplied by the number of employees rostered on
Good Friday	0.00	1.50
Easter Saturday	0.50	1.50
Easter Monday	0.00	0.00
Anzac Day	0.00	0.00
Queens Birthday	0.00	0.00
Labour Day	0.00	0.00
Total	0.50	3

Hours to be deducted from basic penalty rates per 30 weeks is 0.5 total penalty rates divided by 1 multiplied by 5 hours = 2.5 hours

Hours to be added to basic penalty rates per 30 weeks due to Public Holidays is 3 penalty rates divided by 1 multiplied by 5 hours = 15 hours

Total Penalty rates per 30 weeks including Public Holidays 75 hours less 2.5 hours plus 15 hours equals 87.5 hours

% Increase is 87.50 hours divided by 600 hours per 30 weeks = 14.6% increase rounded to 15%.

7. Part Time Travel Consultants 15 hours - Summer Roster

7.1 Rate for 22 weeks, excluding public holidays (5 hours per day):

0.75 divided by 1 = 0.75 per week

0.75 per week x 22 weeks = 16.5 per 22 weeks

16.5 x 5 = additional 82.5 hours per 22 weeks

82.5 hours divided by 330 hours per 22 weeks x 100 = 25% increase.

7.2 Rate for 22 weeks, including public holidays (5 hours per day) :

Normally an additional 82.5 hours paid per 22weeks.

With the Public Holidays the maximum increase in pay would be

Public Holiday	Penalty Rate	P/H Penalties (1.5) multiplied by the number of employees rostered on
Christmas Day	0.00	0.00
Boxing Day	0.00	0.00
Public Service Holiday	0.00	1.50
New Year's Day	0.00	0.00
Australia Day	0.00	1.50
Total	0.00	3.00

Hours to be deducted from basic penalty rates per 22 weeks is 0.00 total penalty rates divided by 1 multiplied by 5 hours = 0 hours

Hours to be added to basic penalty rates per 22 weeks due to Public Holidays is 3 penalty rates divided by 1 multiplied by 5 hours = 15 hours

Total Penalty rates per 22 weeks including Public Holidays 82.5 hours less 0 hours plus 15 hours equals 97.5 hours

% Increase is 97.5 hours divided by 330 hours per 22 weeks = 29.5% increase rounded to 30%.

8. Part Time Travel Consultants 15 hours - Winter Roster

8.1 Rate for 30 weeks, excluding public holidays (5 hours per day):

0.75 penalty rates divided by 1 person = 0.75 per week

0.75 per week x 30 weeks = 22.5 per 30 weeks

22.5 x 5 = additional 112.5 hours per 30 weeks

112.5 hours divided by 450 hours per 30 weeks x 100 = 25 % increase

8.2 Rate for 30 weeks, including public holidays (5 hours per day):

Normally an additional 112.5 hours paid per 30 weeks

With the public holidays, the maximum increase in pay would be:

Public Holiday	Penalty Rate	P/H Penalties (1.5) multiplied by the number of employees rostered on
Good Friday	0.00	0.00
Easter Saturday	0.00	0.00
Easter Monday	0.00	1.50
Anzac Day	0.00	1.50
Queens Birthday	0.00	1.50
Labour Day	0.00	1.50
Total	0.00	6

Hours to be deducted from basic penalty rates per 30 weeks is 0 total penalty rates divided by 1 multiplied by 5 hours = 0 hours

Hours to be added to basic penalty rates per 30 weeks due to Public Holidays is 6 penalty rates divided by 1 multiplied by 5 hours = 30 hours

Total Penalty rates per 30 weeks including Public Holidays 112.5 hours less 0 hours plus 30 hours equals 142.5 hours

% Increase is 142.5 hours divided by 450 hours per 30 weeks = 31.7% increase rounded to 32%.

APPENDIX A**ENTITLEMENTS FOR CASUAL EMPLOYEES**

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

(a) The Department Head 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.

(ii) Personal Carers entitlement for casual employees

(a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (iii) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).

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

(c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

(d) The casual employee shall, if required,

(A) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

(B) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

(iii) A family member for the purposes of paragraph (ii) (a) above is:

(a) a spouse of the staff member; or

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

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

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

(iv) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

R. W. HARRISON *D.P.*

CROWN EMPLOYEES (NSW DEPARTMENT OF PRIMARY INDUSTRIES) PROFESSIONAL OFFICERS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 587 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title of the Award
2.	Definitions
3.	Salaries
4.	Savings of Rights
5.	Progression Criteria
6.	Appeals Mechanism
7.	Minimum Qualification Requirements and Commencing Rates
8.	Allowances
9.	Job Evaluation
10.	Grievance and Dispute Settling Procedures
11.	Anti-Discrimination
12.	Deduction of Union Membership Fees
13.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

PART A

1. Title of the Award

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

2. Definitions

- (i) "Act" means the *Public Sector Employment and Management Act 2002*.
- (ii) "Association/Union" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales or the Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch).

- (iii) "Department" means the NSW Department of Primary Industries, as specified in Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- (iv) "DPE" means the Director of Public Employment, as established under the *Public Sector Employment and Management Act 2002*.
- (v) "Job Evaluation" means a methodology agreed between the parties to grade Professional Officer positions under this Award.
- (vi) "Member of Staff" for the purposes of this Award, means a person employed as an officer on probation, or officer, employed in any capacity under the provisions of Part 2.3 of the Act, or a temporary employee employed under Part 2.4 of the Act, who are classified under this Award, and employed in either a part-time or full-time capacity, or a casual employee employed under Part 2.6 of the Act and who is classified under this Award.
- (vii) "Normal Work" as defined in clause 10, Grievance and Dispute Settling Procedures, is defined as the duties and responsibilities relevant to the Statement of Duties, or Position Description, of a member or members of staff, at the time of a grievance, dispute or difficulty.
- (viii) "Position" means a position as dealt with in section 9 of the *Public Sector Employment and Management Act 2002*.
- (ix) "Professional Officer" means and includes all members of staff permanently, temporarily or casually employed under the provisions of the Act, who at or after the date of this Award, occupied a position of, and were classified as, a Professional Officer under this Award, and who meet the minimum qualification requirements pursuant to clause 7, Minimum Qualification Requirements and Commencing Rates.
- (x) "Public Service" means the Public Service of New South Wales as defined in the *Public Sector Employment and Management Act 2002*.
- (xi) "Regulation" means the Public Sector Employment and Management (General) Regulation, 1996, as amended.
- (xii) "Service" means continuous service for salary purposes.
- (xiii) "Salary Rates" means the ordinary time rate of pay for the member of staff's grading, excluding shift allowances, weekend penalties, and all other allowances not regarded as salary.

3. Salaries

The rates of salary shall be paid to officers appointed to the positions specified as set out in Table 1 - Salaries, of Part B, Monetary Rates.

4. Savings of Rights

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

5. Progression Criteria

- (i) A member of staff who has been in receipt of the maximum salary prescribed for their Grade for 12 months shall be eligible to progress to the next Grade, up to Grade 4, subject to satisfying the progression criteria, other than Research Station Managers.
- (ii) Research Station Managers are graded at level 3, 4 or 5 of the Professional Officers' scale. Research Station Managers shall commence at the minimum rate of the grade applicable to the position appointed

and are ineligible to progress beyond the single grading of their position unless promoted following the occurrence of a vacancy.

- (iii) Single graded positions above Grade 4 will only be filled by competitive selection, subject to a substantive vacancy.

6. Appeals Mechanism

- (i) A member of staff shall have the right to appeal any decision made by the Department in relation to progression between Grade 1 and Grade 4.
- (ii) A member of staff who wishes to appeal against a decision refusing progression between grades, pursuant to subclause (i) of clause 5, Progression Criteria must submit a written submission outlining their case to the Director Human Resources within twenty eight (28) days of being advised of the decision.
- (iii) The Director Human Resources shall constitute an appeals panel consisting of one (1) Management representative, one (1) Association representative, and one (1) peer acceptable to the Department and Association.
- (iv) The appeals panel shall meet within twenty-eight (28) days of an appeal being lodged by a member of staff. The appeals panel shall forward their written recommendation on hearing the appeal to the Director-General, or delegated member of staff, for approval.
- (v) The Director-General, or delegated member of staff, shall advise the member of staff who has lodged the appeal of their decision on the appeal within seven (7) days of the appeal being heard.
- (vi) This appeals procedure does not cover matters dealt with by the Industrial Relations Commission of New South Wales, or the Government and Related Employees Appeal Tribunal.

7. Minimum Qualification Requirements and Commencing Rates

The qualifications described in subclauses (i) to (v) of this clause describe the minimum tertiary qualifications required for classification as a Professional Officer.

- (i) The commencing rate of salary payable to a member of staff who has obtained a degree, or equivalent qualifications, at a recognised University or tertiary institution, requiring a minimum of three years full time study, or other qualifications deemed by the Department to be the equivalent thereof shall be the rate prescribed for the first year of service at Grade 1.
- (ii) The commencing rate of salary payable to a member of staff who has in addition to the qualifications specified in subclause (i) of this clause, has completed an additional course study to qualify for degree honours, or has obtained a degree and additional qualifications at a recognised University, and/or tertiary institution, requiring a minimum of four years full time study, or qualifications deemed by the Department to be equivalent thereof, shall not be less than the rate prescribed for Grade 1 Year 2.
- (iii) The commencing rate of salary payable to a member of staff who has obtained a relevant post-graduate degree at a recognised University, or other qualifications deemed by the Department to be the equivalent thereof, shall not be less than the rate prescribed for Grade 1 Year 3.
- (iv) The commencing rate of salary payable to a member of staff who has obtained a degree in Veterinary Science which is registrable in NSW shall not be less than the rate prescribed for Grade 1 Year 4.
- (v) Appointment to either a Grade 8 or 9 position, is not dependent on degree, or post-graduate degree qualifications. For consideration for appointment to a vacant Grade 8 or 9 position, the member of staff who applies for a vacant position at either Grade will have been assessed to hold generic competencies comparable to Levels 7 or 8, of the Australian Qualification Framework (AQF), accredited by the National Training Authority, or to have been assessed as holding generic competencies for Levels 7 and

8 (ASF) which may be developed for National Competency Standards - Public Administration, during the operation of this Award.

8. Allowances

- (i) A member of staff who is appointed as an Officer in Charge of a Veterinary Laboratory shall be paid an allowance of an amount as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, which shall be calculated as part of the members of staff's salary for all purposes.
- (ii) Members of staff appointed to the position of Officer in Charge of a Veterinary Laboratory shall be appointed for a period of up to two (2) years, with all future appointees to this position being determined by merit selection following internal advertisement through the relevant Veterinary Laboratory.
- (iii) The allowance referred to in subclause (i) of this clause shall be subject to all adjustments made in relation to Allowances included in the Crown Employees (Public Sector - Salaries 2007) Award, or any other subsequent Award(s) establishing allowances in the public service.

9. Job Evaluation

- (i) Positions classified as Professional Officers shall be graded in accordance with the accredited Job Evaluation methodology agreed by the Department, DPE and Associations, or any other methodology agreed between the parties during the operation of this Award to grade Professional Officer positions.
- (ii) The grading of Professional Officers positions shall be carried out in consultation between the Department and Associations using the Department's Joint Consultative Committee. This Committee shall be the forum for negotiation and consultation on the operation of the Department's Job Evaluation methodology during the operation of this Award.
- (iii) Positions will be evaluated and graded from time to time in the following circumstances:
 - (a) where the nature of a position is significantly changed, or a new position is created;
 - (b) where a position falls vacant, the Department can determine whether it is necessary to evaluate and grade the position prior to advertising the vacancy; and
 - (c) at the request of any party to this Award provided that the position occupied by the member of staff has not been evaluated and graded for a minimum of twelve (12) months.
- (iv) Where a member of staff's position is evaluated as falling within a lower or higher grading than that to which the member of staff is presently appointed, then the Department:
 - (a) will examine the feasibility of initiating work redesign changes to the position in order to seek to justify the position's salary range at its existing grading level, or;
 - (b) adhere to existing statutory and related Public Service policies on filling regraded positions if initiating action under paragraph (a) of this subclause is determined to be inconsistent with maintaining Department efficiency, or otherwise impracticable.

10. Grievance and Dispute Settling Procedures

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- (ii) A member of staff is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.

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

11. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination of 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 the 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 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 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".

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 all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

13. Area, Incidence and Duration

The members of staff regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management Regulation 1996*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006* and the *Crown Employees (Public Sector - Salaries 2007) Award* or any replacement awards.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Professional Officers - Department of Agriculture) Award* published 14 May 2004 (344 I.G. 434) 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 I.G. 359) take effect on and from 31 July 2007.

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

PART B**MONETARY RATES****Table 1 – Salaries****Effective from the beginning of the first pay period to commence on or after 1.7.07**

(A) Full Time		Annual Rate \$	SP
Grade 1	Year 1	46,320	46
	Year 2	48,143	50
	Year 3	50,829	56
	Year 4	55,010	64
	Year 5	58,341	70
	Year 6	61,801	76
Grade 2	Year 1	64,827	81
	Year 2	66,749	84
	Year 3	68,784	87
	Year 4	71,546	91
Grade 3	Year 1	74,527	95
	Year 2	76,896	98
	Year 3	78,427	100
	Year 4	80,683	103
Grade 4	Year 1	83,906	107
	Year 2	86,419	110
	Year 3	88,962	113
Grade 5	Year 1	91,589	116
	Year 2	93,418	118
Grade 6	Year 1	96,293	121
	Year 2	99,269	124
Grade 7	Year 1	102,516	127
	Year 2	105,923	130
Grade 8	Year 1	111,097	132
	Year 2	116,694	133
Grade 9	Year 1	122,600	134
	Year 2	128,806	135

(B) Part-Time Hourly Rate Formulae

$$\frac{\text{Annual Salary}}{260.8929} \times \frac{5}{35} = 1 \text{ hours pay}$$

Table 2 - Other Rates and Allowances**Effective from the beginning of the first pay period to commence on or after 1.7.07**

Item No	Clause No	Brief Description	Amount \$
1	8(i)	OIC Veterinary Laboratory	5,466 per annum

R. W. HARRISON *D.P.*

CROWN EMPLOYEES (NSW DEPARTMENT OF PRIMARY INDUSTRIES) REGULATORY OFFICERS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 588 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Saving of Rights
5.	Progression Criteria
6.	Hours of Work
7.	Allowances
8.	Penalty Payments for Shift Work and Weekend Work
9.	Overtime
10.	Relieving Duties at Stock Inspection Crossings
11.	Job Evaluation
12.	Grievance and Dispute Settling Procedures
13.	Anti-Discrimination
14.	Deduction of Union Membership Fees
15.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

PART A

1. Title

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

2. Definitions

- (i) "Act" means the *Public Sector Employment and Management Act 2002*.
- (ii) "AQIS" refers to the Australian Quarantine Inspection Service.

- (iii) "Association/Union" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (iv) "Department" means the NSW Department of Primary Industries, as specified in Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- (v) "DPE" means the Director of Public Employment, as established under the *Public Sector Employment and Management Act 2002*.
- (vi) "Job Evaluation" means an agreed methodology within the NSW Public Sector to grade positions under this Award.
- (vii) "Member of Staff" for the purposes of this Award, means a person employed as an officer on probation, or officer, employed in any capacity under the provisions of Part 2.3 of the Act, or a temporary employee employed under Part 2.4 of the Act, who are classified under this Award, and employed in either a part-time or full-time capacity, or a casual employee employed under Part 2.6 of the Act and who is classified under this Award.
- (viii) "Normal Work" as referred to in clause 12, Grievance and Dispute Settling Procedures, is defined as the duties and responsibilities to the statement of duties, or position description, of a member, or members, of staff, at the time of a grievance, dispute or difficulty.
- (ix) "Position" means a position as dealt with in Section 9 of the *Public Sector Employment and Management Act 2002*.
- (x) "Public Service" means the Public Service of New South Wales as defined in the *Public Sector Employment and Management Act 2002*.
- (xi) "Regulation" means the Public Sector Employment and Management (General) Regulation, 1996.
- (xii) "Regulatory Officer" means and includes all members of staff permanently, temporarily or casually employed under the provisions of the Act, who at or after the date this Award occupied a position of, and were classified as a Regulatory Officer under this Award.
- (xiii) "Regulatory Officer Grade 1" means a member of staff whose duties are of single or dual function/discipline in nature and the position is designated as such by job evaluation.
- (xiv) "Regulatory Officer Grade 2" means a member of staff whose duties are of multi functional or multi disciplinary, and may include the supervision of more than one Grade 1 Regulatory Officer in a field operation and is a position designated as such by job evaluation.
- (xv) "Regulatory Officer Grade 3" means a member of staff who has a multi functional or multi disciplinary roles including the preparation of legal briefs for prosecutions, and/or assistance with the supervision of a section of an operation and is a position designated as such by job evaluation.
- (xvi) "Regulatory Officer Grade 4" means a member of staff who performs the role of a Grade 4 Regulatory Officer whilst being designated as a functional or disciplinary specialist, or supervises a particular section of an operation and is a position designated as such by job evaluation.
- (xvii) "Regulatory Officer Grade 5" means a member of staff whose role includes management of teams or staff over a geographic area or operational unit and is a position designated as such by job evaluation.
- (xviii) "Regulatory Officer Grade 6" means a member of staff whose responsibility is State or Program based and is a position designated as such by job evaluation.
- (xix) "Regulatory Officer Grade 7" single graded management or specialised position designated as such by job evaluation.

- (xx) "Regulatory Officer Grade 8" single graded management or specialised position designated as such by job evaluation.
- (xxi) "Salary Rates" means the ordinary time rate of pay for the member of staff's grading, excluding shift allowances, weekend penalties, and all other allowances not regarded as salary.
- (xxii) "Service" means continuous service for salary purposes.

3. Salaries

The following rates of salary shall be paid to members of staff appointed to the positions specified:

- (A) Full-time - Salaries shall be as set out in Table 1 Rates of Pay, of Part B, Monetary Rates.
- (B) Part-time Hourly Rate Formula - for staff other than those involved in Stock Inspection:

$$\frac{\text{Annual Salary}}{52.17857143} \times \frac{1}{35} = 1 \text{ hour's pay}$$

- (C) Part-time Hourly Rate Formula - for staff involved in Stock Inspection:

$$\frac{\text{Annual Salary}}{52.17857143} \times \frac{1}{38} = 1 \text{ hour's pay}$$

4. Saving of Rights

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

5. Progression Criteria

- (1) A Regulatory member of staff who has been in receipt of the 1st Year of Grade 3 for a minimum twelve months shall be eligible for progression to Grade 3, Year 2 subject to the successful completion of the following modules within the officer's discipline;

Agricultural Regulatory Officers' Training Program

Modules Required for Staff in the Health Regulation Program	Modules Required in the Cattle Tick Control Program
1. Organisation, structure, function and policy in the public service.	1. Organisation, structure, function and policy in the public service.
2. The general role of a Regulatory Officer.	2. The general role of a Regulatory Officer.
3. Office systems and practice.	3. Office systems and practice.
4. Communication and interpersonal skills.	4. Communication and interpersonal skills.
5. Client Services.	5. Client Services.
6. Occupational health and safety.	6. Occupational health and safety.
7. Legislation - Principles.	7. Legislation - Principles.
8. Legislation - Practices.	8. Legislation - Practices.
9. Compliance - Principles.	9. Compliance - Principles.
10. Compliance - Practices.	10. Compliance - Practices.
11. Chemical application.	11. Chemical application.
12. Quality assurance.	12. Quality assurance.
13. Livestock industries, husbandry and handling (sheep and cattle).	13. Livestock industries, husbandry and handling (sheep and cattle).
14. Endemic animal diseases and residues.	14. Endemic animal diseases and residues.

15. Elective (any other discrete topic of study approved by the Program Leader, Human Resources or Program Manager, Quality Assurance.	15. Elective (any other discrete topic of study approved by the Program Leader, Human Resources or Program Manager, Quality Assurance.
HR16. Apiary regulation.	CTC16. Cattle ticks, other tick species and their identification.
HR17. Introduction to the control of fruit fly.	CTC17. Cattle tick control and border surveillance.
HR18. Fresh fruit and vegetable inspection.	CTC18. Interstate health requirements.
HR19. Plant health certification and quarantine.	CTC19. Management training.
20. Elective (any other discrete topic of study approved by the Program Leader, Human Resources or Program Manager, Quality Assurance.	20. Elective (any other discrete topic of study approved by the Program Leader, Human Resources or Program Manager, Quality Assurance.

6. Hours of Work

- (a) Regulatory Officers other than those involved in Stock Inspection -
 - (i) Members of staff, at departmental convenience, will work rostered or flexible hours of duty.
 - (ii) The ordinary working hours for Regulatory Officers, who are engaged on rostered hours will be 35 hours per week, 7 hours per day, Monday to Friday inclusive, between the spread of hours 6.00 am to 6.00 pm. Rosters once set shall not be altered except with 7 days notice or by mutual agreement between the parties or in the event of an emergency.
 - (iii) The spread of hours of work for members of staff working part-time will be the same as those prescribed for full-time members of staff performing similar duties of the same classification and grading.
 - (iv) Members of staff can not be required to work more than 5 hours in one continuous period without an unpaid meal break of at least 30 minutes.
 - (v) Part-time members of staff shall have set hours which shall include the days of the week, the quantum of hours and the starting and finishing times to be worked within the spread of hours. The hours shall not be changed unless 7 days notice is given or by mutual agreement between the Department and the member of staff, or in the event of an emergency.
- (b) Regulatory Officers - Stock Inspection
 - (i) Except as provided in paragraph (ii) of this subclause the ordinary hours of work of a Regulatory Officer involved in Stock Inspection shall not exceed seventy-six hours per fortnight to be worked in each instance from Monday to Friday, inclusive.
 - (ii) The ordinary hours of a Regulatory Officer involved in Stock Inspection located at a crossing shall not exceed seventy-six hours per fortnight to be worked in not more than any ten days of the fortnightly period.

Provided that:

- (a) The number of ordinary hours to be credited as hours actually worked by a Regulatory Officer involved in Stock Inspection in receipt of the 15% allowance prescribed in subclause (i) of clause 7, Allowances, while working at a one, two or four-person crossing is to be determined in accordance with the following table:

(A)	(B)
No. of Hours Credited for Each 24 Hours At a One-Person Crossing	No. of Hours Credited for Each 24 Hours At a Two-Person Crossing
8 hours	16 hours

The hours to be credited for a Regulatory Officer involved in Stock Inspection working on a four-person crossing shall be on the basis of one hour's credit for one hour actually worked.

- (b) The balance of hours between time required to be spent at one and two-person crossings for each twenty-four hours and hours to be credited as actually worked in accordance with the above formula is stand-by time, and is compensated by the allowance prescribed in subclause (i) of clause 7, Allowances.
- (c) Where the number of ordinary hours required at a one or two-person crossing is less than twenty-four hours, the number of ordinary hours to be credited as hours actually worked by a Regulatory Officer involved in Stock Inspection shall be proportionate to the respective formulae contained in this subclause.
- (d) Regulatory Officers - 38 hours per week - Animal Health Inspection
 - (i) Members of staff employed in the classification of Animal Health Inspection, at departmental convenience, will work rostered or flexible hours of duty.
 - (ii) The ordinary working hours for Regulatory Officers employed in the classification of Animal Health Inspection, who are engaged on rostered hours, will be 38 hours per week, Monday to Friday inclusive, between the spread of hours 6.00 am to 6.00 pm.
 - (iii) The spread of hours of work for members of staff working part-time will be the same as those prescribed for full-time members of staff performing similar duties of the same classification and grading.
 - (iv) Members of staff cannot be required to work more than 5 hours in one continuous period without an unpaid meal break of at least 30 minutes.
 - (v) Part-time members of staff shall have set hours which shall include the days of the week, the quantum of hours and the starting and finishing times to be worked within the spread of hours. The hours shall not be changed unless 7 days notice is given or by mutual agreement between the Department and the member of staff, or in the event of an emergency.

7. Allowances

- (i) Any Regulatory Officer involved in Stock Inspection who is rostered for duty over seven (7) days of the week and whose hours are prescribed by paragraph (ii) of subclause (b) of clause 6, Hours of Work, shall also be paid an allowance equivalent to 15 per cent of salary for all incidents associated with shift work, stand-by time, work carried out during stand-by time and weekend duty. That allowance is to be deemed as salary for all purposes except in respect of the following:
 - (a) Calculation of overtime rates in accordance with clause 9, Overtime; and
 - (b) Payment of an annual leave loading.
- (ii) A Regulatory Officer involved in stock inspection on a one-person crossing who is required to provide relief and whose hours of duty are as prescribed in paragraph 2 of subclause (b) of clause 6, Hours of Work, shall be paid a relief allowance per annum as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B - Monetary Rates. That allowance is for relief provided at the crossing whilst the officer is on patrol. The allowance in respect of a crossing shall be the amount per annum as set out in Item 2 of the said Table 2. That allowance relates to after hours telephone use by the officer and/or spouse.

These allowances will be adjusted in accordance with any variations applied commensurate with this Award.

- (iii) A Regulatory Officer who is required by the Department to provide forage and equipment to fulfil their duties shall be paid an allowance at the rates and conditions as determined by the DPE.
- (iv) A Regulatory Officer who is required to tow their own registered horse float on official business, whether by Departmental vehicle or by their private vehicle, shall be paid an allowance as determined by the DPE.

8. Penalty Payments for Shift Work and Weekend Work

In addition to the salary rates prescribed by this award, officers authorised by the Department to perform work on a shift basis and/or weekends and public holidays shall be paid for all time other than overtime worked at the following prescribed penalty:

- (i)
 - (a) On afternoon shift, commencing at or after 10am and before 1pm at the rate of 10 per cent extra.
 - (b) On afternoon shift, commencing at or after 1pm and before 4pm at the rate of 12½ per cent extra.
 - (c) On night shift, commencing at or after 4pm and before 4am at the rate of 15 per cent extra.
 - (d) Early morning shift, commencing at or after 4am and before 6am at the rate of 10 per cent extra.
- (ii)
 - (a) Between midnight Friday and midnight Saturday at the rate of half time extra.
 - (b) Between midnight Saturday and midnight Sunday at the rate of three-quarter time extra; provided that the weekend rates in this subclause shall be substitution for and not cumulative upon the shift premiums prescribed in subclause (i) of this clause.
- (iii) Between midnight to the following midnight on a public holiday - at the rate of time and one-half extra in substitution for and not cumulative upon the shift premiums prescribed in subclauses (i) and (ii) of this clause.

9. Overtime

- (i) A staff member may be directed by the Department Head to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - (a) the staff member's prior commitments outside the workplace, particularly the staff members family and carer responsibilities, community obligations or study arrangements;
 - (b) any risk to staff member health and safety;
 - (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - (d) the notice (if any) given by the Department Head regarding the working of the overtime, and by the staff member of their intention to refuse overtime; or
 - (e) any other relevant matter.
- (ii) Except for Regulatory Officers who work a 38 hour week, overtime conditions for all other regulatory staff will be in accordance with the conditions laid down in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

- (iii) When members of staff who are working part-time are required to work longer on any day than their usual part-time hours, payment shall be as follows:
- (a) for the time in excess of the person's usual hours and up to the normal full time hours for the classification, payment shall be at the ordinary hourly rate plus a loading of 4/48ths in lieu of recreation leave.
 - (b) for the time worked beyond the full time starting and finishing times for the classification, payment shall be in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

- (iv) Except in respect of Regulatory officers involved in Stock Inspection, a Regulatory Officer shall be entitled to make a claim on the Department for non-directed out of hours work where it can be shown that the performance of this work was in accordance with the efficient and effective performance of official duties. Non-directed out of hours work can only be claimed on an hour for hour basis for work performed outside the officer's spread of ordinary hours (8.30 am - 4.30 pm Monday - Friday). A maximum of leave in lieu of 10 hours per month can be claimed for work performed by a Regulatory Officer at his/her office.

- (v) The following overtime conditions apply to Regulatory Officers who work a 38 hour week:

Except for 0.4 of an hour for each day worked which contributes towards one paid rostered day off in each twenty working day cycle, any time directed to be worked by a Regulatory Officer involved in Stock Inspection.

- (a) In excess of seventy-six rostered hours per fortnight, Monday to Friday, or on Saturday shall be overtime and paid for at the rate of time and a half for the first two hours and double time thereafter.
- (b) In excess of 76 rostered hours per fortnight by a Regulatory Officer involved in Stock Inspection on a Sunday shall be overtime and paid for at the rate of double time.
- (c) Where the excess of fortnightly hours is due to hours credited pursuant to clause 10, Relieving Duties at Stock Inspection Crossings, of this Award, in respect of relief of Regulatory Officers involved in Stock Inspection at a one, two or four-person crossing on a Saturday, Sunday or Public Holiday, hours so credited shall be paid for at ordinary rates.
- (d) Except where the time is worked by arrangement with another officer and with the concurrence of the supervisor -
 - (i) any time directed to be worked by a Regulatory Officer involved in stock inspection on a rostered day off, Monday to Saturday, inclusive, shall be overtime and paid for at the rate of time and a half for the first two hours and double time thereafter;
 - (ii) any time directed to be worked by a Regulatory Officer involved in stock inspection on a rostered day off which falls on a Sunday shall be overtime and paid for at the rate of double time.
 - (iii) any time directed to be worked by a Regulatory Officer involved in stock inspection on a rostered day off which falls on a Public Holiday shall be overtime and paid for at the rate of double time and a half.
- (e) Except as provided in paragraph (d) of this subclause, any time directed to be worked by a Regulatory Officer involved in stock inspection on a public holiday in excess of the officers rostered seventy-six hours per fortnight, shall be overtime and paid for at the rate of double time and a half.
- (f) Except as provided for in subclause (a) of clause 10, Relieving Duties At Stock Inspection Crossings, of this Award, an officer may elect to be granted time off rather than claim payment

for overtime directed to be worked. Leave in lieu of payment shall be taken at the convenience of the Department and is to be taken within three months of the date of the election in accordance with the following:

- (a) One days leave in lieu of time worked for three or more hours;
- (b) Half a days leave in lieu of time worked up to three hours.
- (g) An officer who works overtime on a Saturday, Sunday or Public Holiday shall be paid a minimum payment as for three hours' work at the appropriate rate prescribed by this Award.
- (h) An officer who works so much overtime -

between the termination of his/her ordinary work day or shift, and the commencement of their ordinary work in the next day or shift, that the officer has not had at least eight consecutive hours off duty between these times, shall, subject to this subclause, be released after completion of such overtime until the officer has had eight hours off duty without loss of pay for ordinary working time occurring during such absence and be credited for such time.

Provided that if, on the instructions of the supervisor, such an officer resumes or continues, to work without having had eight (8) consecutive hours off duty, the officer shall be paid at overtime rates until released from duty for such period and shall then be entitled to be absent until the officer has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

10. Relieving Duties at Stock Inspection Crossings

Where a Regulatory Officer involved in Stock Inspection, not in receipt of the 15% allowance prescribed in subclause (i) of clause 7, Allowances, is required to relieve another Regulatory Officer on a one, two, or four-person crossing, the periods of relieving duty performed by him/her shall be credited as part of the ordinary hours worked by him/her or in accordance with the following:

(A)	(B)	(C)	(D)
Period of Duty	No. of Hours Credited for each 24 Hour Shift at One-person Crossing	No. of Hours Credited for Each 24 Hour Shift at Two- person Crossing	No. of Hours Credited for each 8-Hour Shift on a Four- person Crossing
Each 24 Hour Day from Midnight Sunday to Midnight Friday	8	16	8
Saturday (24 Hours)	15	30	Overtime as per Clause 10
Sunday (24 Hours)	16	32	Overtime as per Clause 10
Public Holidays (24 Hours)	20	40	Overtime as per Clause 10

Where the period of relief is respectively less than twenty-four hours, the number of ordinary hours to be credited as hours actually worked by a Regulatory Officer involved in Stock Inspection shall be proportionate to the respective formulae contained in this clause.

Provided that, except in respect of overtime payments, and where a Regulatory Officer involved in stock inspection whose hours of duty are as prescribed in paragraph (i) of subclause (b) of clause 6, Hours of Work, and who is required to relieve another Regulatory Officer involved in stock inspection at a one or two-person crossing for a minimum period of eight hours, shall be credited with a minimum of eight hours duty for that shift.

Provided that -

- (a) Where a Regulatory Officer involved in Stock Inspection is required to relieve on Saturday, Sunday or Public Holiday, the officer may elect to take time in lieu for all or part of the time credited as part of the ordinary hours worked on an hour-for-hour basis, up to a maximum of eight hours.
- (b) A Regulatory Officer involved in Stock Inspection who is required to relieve a Regulatory Officer as per this paragraph and who is not in receipt of the entitlements prescribed by subclause (i) of clause 7, Allowances and subclause (g) or (h) of clause 88, Shift Work of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, shall be paid the monetary equivalent of a proportionate amount of the allowance and leave respectively specified in subclause (i) of clause 7 and subclause 88(g) or 88(h), calculated on the hours worked.

11. Job Evaluation

- (i) Positions classified as Regulatory Officers shall be graded in accordance with the accredited Job Evaluation methodology agreed by the Department, DPE and Association.
- (ii) The grading of Regulatory Officers positions shall be carried out in consultation between the Department and the Association using the Department's Joint Consultative Committee. This Committee shall be the forum for negotiation and consultation on the operation of the Department's Job Evaluation methodology during the operation of this award.
- (iii) Positions will be evaluated and graded from time to time in the following circumstances:
 - (a) where the nature of a position is significantly changed, or a new position is created;
 - (b) where a position falls vacant, the Department can determine whether it is necessary to evaluate and grade the position prior to advertising the vacancy;
 - (c) at the request of any party to this Award provided that the position occupied by the member of staff has not been evaluated and graded for a minimum of twelve (12) months.

Where a member of staff's position is evaluated as falling within a lower or higher grading than that to which the member of staff is presently appointed, then the Department:

- (A) will examine the feasibility of initiating work redesign changes to the position in order to seek to justify the position's salary range at its existing grading level, or;
- (B) adhere to existing statutory and related Public Service policies on filling regraded positions if initiating action under paragraph (A) of this subclause is determined to be inconsistent with maintaining Department efficiency, or otherwise impracticable.

12. Grievance and Dispute Settling Procedures

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- (ii) A member of staff is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the member of staff to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.

- (iv) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the member of staff may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The member of staff may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (vi) The Department Head may refer the matter to the DPE for consideration.
- (vii) If the matter remains unresolved, the Department Head shall provide a written response to the member of staff and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A member of staff, at any stage, may request to be represented by the Association.
- (ix) The member of staff or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The member of staff, Association, Department and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any member of staff or member of the public.

13. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination of 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 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 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".

14. Deduction of Union Membership Fees

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

15. Area, Incidence and Duration

The members of staff regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management (General) Regulation 1996*, *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006* and the *Crown Employees (Public Sector - Salaries 2007) Award* or any awards replacing these awards.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Regulatory Officers - Department of Agriculture) Award* published 21 May 2004 (344 I.G. 546) 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 I.G. 359) take effect on and from 31 July 2007.

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

PART B**MONETARY RATES****Table 1 - Rates of Pay****Effective from the beginning of the first pay period to commence on or after 1.7.07**

The rates of salary shall be paid to members of staff appointed to the positions specified.

(A) Full Time

Regulatory Officer		Annual Salary \$	SP
Grade 1	Year 1	39,807	29
	Year 2	41,189	33
	Year 3	42,743	37
Grade 2	Year 1	44,745	42
	Year 2	48,143	50
	Year 3	50,829	56
Grade 3	Year 1	53,847	62
	Year 2	58,341	70
	Year 3	60,518	74
Grade 4	Year 1	63,056	78
	Year 2	64,827	81
Grade 5	Year 1	67,448	85
	Year 2	69,468	88
Grade 6	Year 1	74,527	95
	Year 2	76,896	98
Grade 7	Year 1	78,427	100
	Year 2	80,683	103
Grade 8	Year 1	83,906	107
	Year 2	86,419	110
	Year 3	88,962	113

(B) Part-Time Hourly Rate Formulae - for staff other than those involved in Stock Inspection.

$$\frac{\text{Annual Salary}}{52.17857143} \times \frac{1}{35} = 1 \text{ hours pay}$$

(C) Part-Time Hourly Rate Formulae - for staff involved in Stock Inspection.

$$\frac{\text{Annual Salary}}{52.17857143} \times \frac{1}{38} = 1 \text{ hours pay}$$

Table 2 - Other Rates and Allowances**Effective from the beginning of the first pay period to commence on or after 1.7.07**

Item No.	Clause No.	Brief Description	Amount per annum \$
1	7 (ii)	One person crossing relief allowance	4,267
2	7 (ii)	One person crossing telephone allowance	2,109

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (OFFICE OF THE WORKCOVER AUTHORITY - INSPECTORS) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 592 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties
4.	Relationships with Other Awards and Agreements
5.	Hours
6.	Overtime
7.	Travelling Compensation
8.	Recreation Leave
9.	Dependant Care Leave
10.	Sick Leave - Mutual Leave Fund
11.	Classification Structure and Salaries
12.	Progression to Senior Inspector
13.	Peer Review Panel
14.	Union Fees
15.	After Hours Response Service
16.	Motor Vehicles
17.	Anti-Discrimination
18.	No Extra Claims
19.	Grievance Handling and Dispute Resolution
20.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
21.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Inspector Classifications and Salary Scale

Table 2 - Meal Allowance Rates

PART A

1. Title

This award shall be known as the Crown Employees (Office of the WorkCover Authority - Inspectors) Award 2007.

2. Definitions

"Inspector" means an officer or employee employed in WorkCover under the provisions of the *Public Sector Employment and Management Act 2002*, occupying a position classified and graded in the Inspector Classifications identified in Table 1 of Part B, Monetary Rates.

"Level" means the salary level as specified in Table 1 of Part B, Monetary Rates.

"Management" means the Chief Executive Officer of WorkCover or an officer delegated by the Chief Executive Officer.

"OHSD" means Occupational Health and Safety Division of WorkCover.

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

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

"WorkCover" means the Chief Executive Officer of the Office of the WorkCover Authority delegated by the Director of Public Employment under section 124 of the *Public Sector Employment and Management Act 2002* to exercise the functions of the Director of Public Employment pursuant to section 129 of that Act with respect to this award.

3. Parties

3.1 The parties to this award are:

- (a) Director of Public Employment; and
- (b) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

4. Relationship With Other Awards and Agreements

4.1 The provisions in this award apply in place of the identified provisions applying in the following awards:

- (a) District Managers, etc. Inspection Services Division, Department of Industrial Relations Agreement No. 2482 of 1985 relating to all provisions under the Agreement.
- (b) Crown Employees (Administrative and Clerical Officers - Salaries 2003) Award as it applies to Regional Managers, WorkCover Authority
- (c) Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 relating to overtime, travelling compensation and flexible work hours under the award. All other provisions of the award apply.

4.2 The parties agree that during the term of this award, variation to the salary scale contained in Table 1 - Inspector Classifications and Salary Scale will be in accordance with variations by way of salary increases or other benefits applied to the Crown Employees (Public Sector - Salaries 2007) Award, or a replacement award. The parties further agree to make application for this award to be varied by consent of the parties to give effect to any such salary increase or other benefit from the same operative date.

5. Hours

5.1 Normal working hours are 38 hours per week, Monday to Friday.

- 5.2 For the purpose of taking leave, one day is equivalent to 7 hours and 36 minutes. This does not prescribe the number of hours an inspector must work in one day but is used to calculate leave entitlements.
- 5.3 Flexible Working Hours - Flexible working hours and starting and finishing times will be arranged, (subject to management discretion), to ensure that an adequate service is always maintained.
- 5.4 Bandwidth -
- (a) Bandwidth is the period during a day when an inspector may record time worked.
 - (b) Normal Bandwidth - The normal bandwidth starts at 7:00 am and ends at 6:00 pm. The bandwidth is 10½ hours (11 hours less a ½ hour lunch break).
 - (c) Extended Bandwidth - The normal bandwidth hours may be changed by agreement between the inspector and their supervisor, and subject to management discretion, to start at 6:00 am and end at 10:00 pm. This is known as the extended bandwidth.
 - (d) Time worked within the bandwidth (either normal or extended), of up to 10½ hours, counts towards work time or accrual of flex time.
- 5.5 Work for more than 10½ Hours Per Day -
- (a) Where an inspector wishes to work more than 10½ hours in a day within the bandwidth they must obtain approval from their supervisor. This time counts towards work time or accrual of flex time.
 - (b) Where an inspector is directed by their supervisor to work for more than 10½ hours in a day, overtime applies as set out in Clause 6, Overtime.
- 5.6 Coretime -
- (a) Coretime is the period during the day when all staff are required to be on duty, unless on authorised leave. The lunch period is not part of coretime.
 - (b) Coretime applying to the normal bandwidth is 9.30 am to 3:30 pm.
 - (c) Coretime applying to the extended bandwidth must be agreed to between an inspector and their supervisor, subject to management discretion.
- 5.7 Lunch Break -
- (a) An inspector is entitled to take a lunch break between the hours of 11.30 am to 2.30 pm. The minimum lunch break is 30 minutes and the maximum is 2½ hours.
 - (b) Time taken for lunch does not count towards work time or the accrual of flex time.
 - (c) An inspector working an extended bandwidth may take their lunch break at a reasonable time, provided that a minimum of interruption takes place in the performance of WorkCover business. The minimum 30 minutes and maximum 2½ hours referred to in paragraph (a) of this subclause still applies.
- 5.8 Second Meal Break - An inspector who has worked for 5 hours following their lunch break may take a further meal break. This second meal break does not count towards work time or the accrual of flex time.
- 5.9 Settlement Period or Flex Period - A settlement period is four weeks. The actual starting and finishing dates of the settlement period under this award will be those determined by WorkCover.

- 5.10 Flex Days - A flex day is a paid absence from work for a full day. An inspector may take up to two flex days during a settlement period subject to WorkCover's convenience and the supervisor's approval. The two days may be taken as either:
- (a) two flex days; or
 - (b) four half flex days; or
 - (c) a combination of full and half days.
- 5.11 Accrued Flex Days -
- (a) One of the two flex days in any settlement period may be termed an accrued flex day, which may be taken at a later date in a future settlement period.
 - (b) If an inspector has taken two flex days in the same settlement period, they cannot accrue an accrued flex day in that settlement period.
 - (c) An inspector may accrue up to three Accrued Flex Days in each set of six settlement periods.
 - (d) It is incumbent on WorkCover and inspectors to facilitate the taking of accrued flex days within six settlement periods. If Accrued Flex Day(s) are not utilised in the six settlement periods during which they are accrued, they are forfeited. This period may be extended by Management on a case by case basis for exceptional circumstances.
 - (e) Accrued Flex Days may be taken together with other types of leave including flex days and/or taken consecutively as one period of leave at WorkCover's convenience.
 - (f) Flex days and Accrued Flex Days can only be taken by mutual agreement between the inspector and their supervisor.
- 5.12 Flex Carry Over - The maximum credit hours which may be carried forward to the next settlement period is 20 hours and the maximum debit is 10 hours. This does not include Accrued Flex Days.
- 5.13 WorkCover shall ensure that an Inspector does not forfeit excess credit hours at the conclusion of settlement periods as a result of reasonable requests for flex days being refused or the staff member being directed by the supervisor to work long hours within the bandwidth.

6. Overtime

- 6.1 Eligibility for Overtime - An inspector will only be eligible for overtime if they have been directed by their supervisor to work:
- (a) more than 10½ hours in one day; or
 - (b) before 6:00 am or after 10:00 pm; or
 - (c) on a Saturday, Sunday or public holiday.
- 6.2 Hours worked under the extended bandwidth will not of itself result in overtime, unless at least one of the conditions in 6.1 applies.
- 6.3 An inspector may be directed by the Chief Executive Officer to work overtime, provided it is reasonable for the inspector to be required to do so. An inspector may refuse to work overtime in circumstances where the working of such overtime would result in the inspector working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- (a) the inspector's prior commitments outside the workplace, particularly the inspector's family and carer responsibilities, community obligations or study arrangements,

- (b) any risk to the inspector's health and safety,
 - (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - (d) the notice (if any) given by the Chief Executive Officer regarding the working of the overtime, and by the inspector of their intention to refuse overtime, or
 - (e) any other relevant matter.
- 6.4 Calculation of Overtime - Overtime is calculated using the following formula:
- Annual Salary ÷ Weekly Rate (52.17857) ÷ 35 = Hourly Rate
- 6.5 Overtime Rates - Overtime will be paid using the rates provided in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, which are:
- (a) Monday to Saturday - Time and a half for the first 2 hours; and double time thereafter; or
 - (b) Sunday - Double time; or
 - (c) Public Holiday - Monday to Friday - Normal salary plus time and a half;
 - (d) Public Holiday - Saturday: Double time and a half.
- 6.6 Overtime Rates for the After Hours Response Service - For rostered Inspectors performing work under the After Hours Response Service set out in clause 15 all overtime requiring attendance at an incident will be paid at a minimum of 3 hours at double time per incident.
- 6.7 Meal Allowances
- (a) Breakfast Allowance - Inspectors are eligible for a breakfast allowance when they have been directed to work before 6.00am and an expense is actually incurred.
 - (b) Lunch Allowance - Inspectors are eligible for a lunch allowance when they have been directed to work on a Saturday, Sunday or public holiday and commence before 8.30 am and finish after 1.30 pm or commence after 8.30 am and finish after 2.00 pm and an expense is actually incurred.
 - (c) Dinner Allowance - Inspectors are eligible for a dinner allowance when they have been directed to work after 6.30 pm and an expense is actually incurred.
- 6.8 Meal Allowance Rates for overtime shall be the rates specified in Table 2 of this award as varied from time to time in clause 95, Overtime Meal Allowances of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.
- 6.9 Meal breaks are in an inspector's own time and cannot be counted towards an inspector's work time or accrual of flex time.

7. Travelling Compensation

- 7.1 Excess Travel Time - Excess travel time is the time taken to travel to a work location that is in excess of the time normally taken to get to an inspector's normal place of work.
- 7.2 Excess travel time applies when:
- (a) travel is required to perform WorkCover duties; and
 - (b) the travel has had prior approval of management; and

- (c) the travel time amounts to at least 15 minutes after deducting the time normally taken for an inspector to travel from their home to their office.
- 7.3 Excess Travel During the Extended Bandwidth - Excess travel undertaken during the Extended Bandwidth is counted towards an inspector's work time or accrual of flex time.
- 7.4 Excess Travel Outside the Extended Bandwidth -
- (a) Excess travel undertaken outside the Extended Bandwidth (before 6.00 am or after 10.00 pm Monday to Friday) and/or on a Saturday, Sunday and/or public holiday and/or non-working day, will be compensated by payment or leave in lieu at ordinary rates.
 - (b) Management will decide which type of compensation to grant, having regard to the needs of the inspector and WorkCover.

8. Recreation Leave

- 8.1 Annual Leave Loading - The salary rates in Table 1 to this award include an amount of 1.5% of the relevant rate to reflect the annualisation of leave loading.

9. Dependant Care Leave

- 9.1 Eligibility -
- (a) An inspector is entitled to Dependant Care Leave to arrange or provide short term care for dependants in the event of illness or other emergency.
 - (b) A dependant means a person or child who depends on the inspector for support or assistance.
- 9.2 Leave Entitlement - In addition to an inspector's Family and Community Services Leave (FACS) entitlement an inspector may take up to six days Sick Leave over a period of 2 years as dependant care leave.
- 9.3 Part-time Work - Any inspector working part-time is entitled to Dependant Care Leave on a pro rata basis.
- 9.4 Minimum Period of Leave to be Taken - The minimum period of leave to be taken for Dependant Care Leave is a quarter day for full-time staff and 15 minutes for part-time staff.
- 9.5 Re-credit of Leave - Re-credit of Leave while on Recreation Leave or Extended Leave for Dependant Care Leave is subject to the provision of a medical certificate(s) or other evidence being provided to cover the period of leave taken.
- 9.6 Accumulation of Dependant Care Leave - Sick Leave not used for Dependant Care Leave is fully cumulative as Sick Leave.
- 9.7 Notification of Absence -
- (a) Where possible an inspector should complete a leave form prior to their absence on Dependant Care Leave and submit the form to their supervisor for approval.
 - (b) Where the need to provide dependant care is unforeseen, the inspector must contact the supervisor or another appropriate inspector as soon as practicable and by telephone if possible.
 - (c) On return to work a leave form must be submitted for the supervisor's approval as soon as practicable.
- 9.8 Supporting Evidence - Before approving Dependant Care Leave the supervisor must satisfy themselves that the inspector is entitled to Dependant Care Leave. Normally, absences of three days or less do not

require supporting documentation. For absences of more than three days the supervisor must satisfy themselves through documentation such as a medical certificate, or other appropriate evidence, that the reason for the absence is genuine.

10. Sick Leave - Mutual Leave Fund

10.1 Sick Leave - Clause 80 - Sick Leave of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 applies to Inspectors.

10.2 Mutual Leave Fund -

- (a) This award continues the WorkCover Inspectors' Mutual Leave Fund (the Fund) which will operate as set out in this clause.
- (b) From an inspector's annual sick leave entitlement a number of sick leave days per year per inspector will be pooled in the Fund. These pooled days will be deducted on 1 January each year, pursuant to subclause 10.2 and will accumulate for the life of this award.
- (c) Inspectors, who have exhausted their sick leave entitlements as at the date of commencement of this award and do not have the agreed number of days to give to the Fund, will provide those days to the Fund on the following 1 January, pursuant to subclause 10.2.
- (d) Inspectors with fewer than 5 days sick leave on the date of commencement of this award, will have their days for the Fund deducted on the following 1 January, pursuant to subclause 10.2.
- (e) Inspectors' contributions will cease when the Fund reaches the agreed maximum number of days agreed between the parties. Contributions will re-start when the Fund's pool of days falls to an agreed minimum number of days. Members will be notified when the maximum and minimum are reached.
- (f) If the Fund does not continue to the next award or the parties fail to negotiate a further industrial instrument, the unused leave days from the Fund will be redistributed among inspectors who contributed. Inspectors who have claimed days from the Fund will receive their contribution less the days they claimed from the Fund.
- (g) Inspectors who transfer within WorkCover but outside of the coverage of this award, or elsewhere in the Public Service, will have their full contribution to the Fund refunded if they have not made a successful claim on the Fund. Inspectors who have claimed days from the Fund will receive their contribution less the days they claimed from the Fund.
- (h) An inspector is entitled to claim from the Fund when:
 - (i) they become ill and/or are injured outside of work and have exhausted all sick leave entitlements; and
 - (ii) a further qualifying period of 10 consecutive working days has elapsed during which the inspector is absent from work due to sickness or injury.
- (i) The qualifying period may be waived by Management, on grounds of hardship.
- (j) Any time claimed on the Fund must be supported by a medical certificate(s).
- (k) WorkCover will underwrite any claims against the Fund should it be unable to meet legitimate claims, until the Fund receives further pooled days.

11. Classification Structure and Salaries

- 11.1 The classification of Inspector as expressed in Table 1 of this award replaces classifications identified in awards or the Agreement contained in subclause 4.1 of clause 4, Relationships with Other Awards and Agreements.
- 11.2 The Inspector classification has two streams of work each containing a number of progression levels. These streams represent work of either an Inspectorial nature or of a management nature and reflect the different types of work performed, knowledge required, problem solving skills employed and level of accountability.
- 11.3 Transfer Between Streams - Movement between each of the streams, either from Inspectorial to Managerial or from Managerial to Inspectorial will follow the principles set out below:
- (a) From Inspectorial Stream to Managerial Stream - An inspector from the Inspectorial Stream who is successful in obtaining a position in the Management Stream will retain their Inspectorial level and corresponding salary level if it is higher than that of the management position, provided that they continue to exercise skills and knowledge consistent with their Inspectorial level.
 - (b) From Managerial Stream to Inspectorial Stream - Inspectors in the Management Stream may transfer to the Inspectorial Stream, in accordance with procedures defined by management for transfer and subject to management need and approval. They will be transferred to a position within the Inspectorial Stream at a salary level equivalent to that of the management position from which they transferred or equivalent to the inspectorial level they hold, whichever is the higher.
- 11.4 Higher Duties Allowance - Higher Duties allowance is not available for positions within the Inspectorial Stream with the exception of State Inspector.
- 11.5 Salary Levels and Rates - Salary levels corresponding to the progression levels for both the Inspectorial and Managerial Streams apply as set out in Table 1, and are effective on and from the first full pay period to commence on or after 1 July 2007.

12. Progression to Senior Inspector

- 12.1 Progression within the Inspectorial Stream from Level 1 to Level 5 will occur by incremental progression. The payment of an increment to an Inspector is subject to the satisfactory conduct of, and satisfactory performance of duties by, the Inspector as determined by WorkCover.
- 12.2 An Inspector must be promptly notified in writing by WorkCover of any decision to defer payment of an increment.
- 12.3 The payment of an increment may be deferred from time to time, but may not be deferred for more than 12 months at any one time.
- 12.4 Eligibility - To be eligible for progression to Senior Inspector under this award, inspectors must provide documented evidence to substantiate their claim that they meet the criteria set out as follows:
- (a) have served 12 months on Level 5; and
 - (b) have satisfactory conduct and services; and
 - (c) have attained relevant tertiary qualifications (e.g. Associate Diploma in OH&S or equivalent) and/or have acquired relevant experience which has allowed the eligible inspector to demonstrate:
 - (i) outstanding performance in a specialist category (e.g. fabrication, construction, workers compensation); or

- (ii) a substantial contribution to targeted projects; or
 - (iii) outstanding performance across a wide range of inspectorial activities.
- 12.5 Process - Eligible inspectors must apply to the Peer Review Panel in writing. Each application must be accompanied by recommendations and statements of support (or otherwise) from the relevant manager and the applicant's supervisor. The final decision is made by Management.

13. Peer Review Panel

- 13.1 Constitution and Role of Panel - There is one panel known as the OHSD Peer Review Panel, which shall include at least one female and one male member.
- 13.2 Panel's Recommendations - The Peer Review Panel will submit a written report with recommendations to Management. Minority reports, where necessary, will also be prepared and submitted to Management.
- 13.3 Appeal Process -
- (a) An inspector may appeal against a decision stating the reasons they consider their application has been incorrectly assessed. Management must request the Peer Review Panel to reconsider the application and their recommendation in light of the appeal submission. Management will then make the final decision on the matter.
 - (b) If an application is unsuccessful an inspector must wait at least 6 months from the date of the decision before applying again.

14. Union Fees

- 14.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 14.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 14.3 Subject to 14.1 and 14.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 14.4 Monies so deducted from the employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 14.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 14.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

15. After Hours Response Service

- 15.1 An After Hours Response Service will operate for the term of this award.
- 15.2 An inspector who is rostered for the After Hours Response Service when "called out" to attend an incident shall be paid a minimum of 3 hours overtime at double time per incident.

16. Motor Vehicles

- 16.1 Motor vehicles are provided as a tool of work to enable the efficient and effective operation of services.
- 16.2 Motor vehicles are available for private use of inspectors upon the payment of a fee and subject to operating provisions as determined from time to time.

17. Anti-Discrimination

- 17.1 It is the intention of the parties bound by this award to seek to achieve the objects of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 17.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not 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 or operation, has a direct or indirect discriminatory effect.
- 17.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 17.4 Nothing in this clause is to be taken to effect:
- (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 exempt under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) A party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 17.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

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."

18. No Extra Claims

- 18.1 It is the terms of this award that the Parties undertake not to pursue any new claims relevant to the provisions of this award.

19. Grievance and Dispute Settling Procedures

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

- 19.2 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.
- 19.3 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 staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Chief Executive Officer or delegate.
- 19.4 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.
- 19.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Chief Executive Officer.
- 19.6 The Chief Executive Officer may refer the matter to the Director of Public Employment for consideration.
- 19.7 If the matter remains unresolved, the Chief Executive Officer shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 19.8 A staff member, at any stage, may request to be represented by the Union.
- 19.9 The staff member, or the Union on their behalf, or the Chief Executive Officer may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 19.10 The staff member, Union, WorkCover and Director of Public Employment shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 19.11 Whilst the procedures outlined in subclauses 19.1 to 19.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

20. Salary Packaging Arrangements, including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of WorkCover, to enter into a Salary Packaging Arrangement in accordance with the provisions of clause 5 of the Crown Employees (Public Sector – Salaries 2007) Award or any variation or replacement award.

21. Area, Incidence and Duration

- 22.1 This award will apply to all Inspector Classifications identified in Table 1.
- 22.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (WorkCover Authority - Inspectors) Award published 21 May 2004 (344 I.G. 523) and all variations thereof.
- 22.3 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 of Review of Awards made by the

Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) and take effect from 31 July 2007.

- 22.5 This award will be in force until it is varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Inspector Classifications and Salary Scale

Inspector Classifications		Salary Level from First Full Pay Period to commence on or after 1 July 2007 \$
Inspectorial Stream Progression Level	Managerial Stream	
Level 1		61,220
Level 2		62,020
Level 3		66,484
Level 4		68,432
Level 5*		72,593
Senior Inspector		75,613
Assistant Principal Inspector	District Coordinator	78,017
Principal Inspector		82,599
Regional Inspector	Team Co-ordinator	88,534
State Inspector	State Co-ordinator	92,925
	Team Manager	100,913
		105,194
		111,783
		116,706

*Inspectors Level 5 are eligible to apply for positions of Senior Inspector after completion of 12 months service as an Inspector Level 5.

Table 2 - Meal Allowance Rates

Effective 1 July 2007

Breakfast	\$22.60
Lunch	\$22.60
Dinner	\$22.60

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NSW DEPARTMENT OF PRIMARY INDUSTRIES) DOMESTIC SERVICES OFFICERS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 594 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Saving of Rights
5.	Definitions/Generic Duties Associated with Domestic Services Officers
6.	School Based Apprentices
7.	Hours of Work
8.	Allowances
9.	Work Performed on Weekends
10.	Leave
11.	Call Back
12.	Job Evaluation
13.	Higher Duties Allowance
14.	Grievance and Dispute Settling Procedures
15.	Public Service Holiday
16.	Deduction of Union Membership Fees
17.	Personal/Carer's Leave and Parental Leave
18.	Part-time Employees
19.	Anti-Discrimination
20.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

PART A

1. Title

This Award shall be known as the Crown Employees (NSW Department of Primary Industries) Domestic Services Officers Award.

2. Definitions

- (i) "Act" means the *Public Sector Employment and Management Act 2002*.
- (ii) "ALHMWU"/"Union" means Australian Liquor, Hospitality and Miscellaneous Workers Union, NSW Branch.
- (iii) "Association/Union" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (iv) "College" refers specifically to either the:
 - Murrumbidgee College of Agriculture, Yanco
 - CB Alexander Agricultural College (Tocal), Paterson or
 - Trangie Research Centre, Trangie
 where an accommodation and catering service is provided.
- (v) "Department" means the NSW Department of Primary Industries, as specified in Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- (vi) "DPE" means the Director of Public Employment, as established under the *Public Sector Employment and Management Act 2002*.
- (vii) "Domestic Services Officer" means and includes all members of staff permanently, temporarily or casually employed under the provisions of the Act, who at the date of the first Crown Employees (Domestic Services Officers – Department of Agriculture) Award, published 26 March 1999 (308 I.G. 732) occupied a position of, and were classified as either Porter, Storeman, Pantry man, Steward, First Cook, Second Cook, Third Cook, Fourth Cook, Domestic Assistant, Useful, Kitchen Hand, Butcher, Housemaid, General Services Officer, Kitchen Supervisor, Security Officer, Manager, Catering and Accommodation (Clerk Grade 3), House Supervisor, Assistant House Supervisor; under this Award, meet the minimum qualification requirements pursuant to clause 5 of this Award.
- (viii) "Job Evaluation" means a methodology agreed between the Department and the relevant unions to grade Domestic Service Officer positions under this Award.
- (ix) "Member of Staff" for the purposes of this Award, means a person employed as an officer on probation, or officer, employed in any capacity under the provisions of Part 2.3 of the Act, or a temporary employee employed under Part 2.4 of the Act, who are classified under this Award, and employed in either a part-time or full-time capacity, or a casual employee employed under Part 2.6 of the Act and who is classified under this Award.
- (x) "Normal Work" as defined in clause 14, is defined as the duties and responsibilities relevant to the Statement of Duties, or Position Description, of a member, or members, of staff, at the time of a Grievance, Dispute or Difficulty.
- (xi) "Position" means a position as dealt with in s.9 of the *Public Sector Employment and Management Act 2002*.
- (xii) "Public Service" means the Public Service of New South Wales as defined in the *Public Sector Employment and Management Act 2002*.
- (xiii) "Regulation" means the Public Sector Employment and Management (General) Regulation 1996.
- (xiv) "Salary Rates" means the ordinary time rate of pay for the member of staff's grading, excluding shift allowances, weekend penalties, and all other allowances not regarded as salary.

(xv) "Service" means continuous service for salary purposes.

3. Salaries

Subject to the provisions of the *Public Sector Employment and Management Act 2002*, and the regulations there under, the rates of salary as set out in Table 1 - Salaries, of Part B, Monetary Rates shall be paid to members of staff appointed to the positions specified.

4. Saving of Rights

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

5. Definitions/Generic Duties Associated With Domestic Services Officers

Level 1 (Kitchen/Accommodation Services)

A level 1 Domestic Services Officer means a person employed substantially in a kitchen, dining room, dormitory function within a College and is principally occupied in any of the following duties:- food preparation, serving of meals, cleaning/vacuuming e.g. kitchen, dormitories, laundering of kitchen linen, dining room preparation, waitressing, garbage collection, distribution of chemicals and supplies to dormitories, provision of minor maintenance eg. globe replacement etc., minor stock control, operation of dish washer, collection and distribution of linen, servicing of rooms, making beds, minor cooking eg. toast, sandwiches, general maintenance eg. rubbish removal. Cleaning of guttering, toilets and bathrooms.

Level 2 (Cook)

A level 2 Domestic Services Officer means a person employed in a kitchen who prepares, presents and serves meals including 3 course dinners, BBQ buffets, morning and afternoon beverages/tea for students and special functions.

Cleaning of cooking equipment e.g. stoves and floors. Prepares specialised diet meals and other specialised meals. Applies hygiene and safe food handling procedures. Provides weekend supervision, which incorporates the responsibility of kitchen services.

Level 3 (Security)

A level 3 Domestic Services Officer means a person employed as one of the following:

- (a) Possession of a Class 1 Security Licence pursuant to the provision of the *Security (Protection) Industry Act 1997*. Provides security of College buildings and equipment, after hours reception service to visitors, course participants, parents etc, including booking of facilities, collection of monies, issuing of keys, operation of after hours student transport, supervision of meals in dining room, provision of first aid, organisation and facilitation of student recreation activities, including the oversighting of student welfare, provide minor maintenance eg. flyscreen replacement, including pool cleaning and supervision of pool; or
- (b) Provides direct supervision of either an accommodation or kitchen service within a College. Ensures menus and other directions issued by the DSO level 4 are followed. Maintains administration information/statistics on the provision of meals etc. Ensures stock control on all incoming kitchen stores and foodstuffs. Assists DSO level 4 with accommodation issues.

Level 4 (Supervisory)

A level 4 Domestic Services Officer means a person employed in the day to day responsibility of kitchen and accommodation services within a College and is principally occupied in the following duties:

Co-ordination of Domestic Services Officer Level 1 and Level 2, inspection of student dormitories, reception service for accommodation co-ordination eg. enquires, reservations, receipting of monies, accounting functions e.g. Voucher preparation, payment verification, allocation of cost codes. Preparation of time sheets, stock control, maintenance reports and menu preparation, word processing and data entry.

Level 5 (Managerial)

A level 5 Domestic Services Officer means a person employed to manage and co-ordinate the accommodation and catering functions of a College and is principally occupied in the following duties:

Delivery of a professional service in the provision of accommodation and catering. Control, preparation and administration of budgets including voucher checking/approvals, journals etc. Management of reservation facilities including computer system maintenance, oversighting of student welfare, health counselling and discipline. Co-ordination of functions and client liaison. Rostering of all Domestic Services Officers and co-ordination of Domestic Services Officer Level 4. Provision of Occupational, Health and Safety obligations and First Aid services. Diet/nutritional expertise for menu preparation.

6. School Based Apprentices**(a) Definition**

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

(b) Wages

- (i) The hourly rates for full time apprentices as set out in this award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- (ii) For the purposes of paragraph (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week.
- (iii) The wages paid for training time may be averaged over the school term or year.
- (iv) Where this award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

(c) Progression through the Wage Structure

- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

- (d) Conversion from a school based apprentice to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this award. This progression applies in addition to the progression achieved as a school based apprentice.

- (e) Conditions of Employment

Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this award.

7. Hours of Work

- (i) Subject to subclause (iii) of this clause the ordinary hours of work shall not exceed an average of thirty-eight per week where a weekly roster is observed or seventy-six per fortnight where a fortnightly roster is observed. Such ordinary hours shall be worked in five days on a weekly roster or in ten days on a fortnightly roster and within a margin of fourteen hours per day provided that in order to provide Domestic Service Officers with greater flexibility and to provide the Colleges with improved efficiency in rostering provisions;
- (ii) The margin for the ordinary hours of work on any one day shall be 6.00am to 8.00pm. The margin of hours shall be calculated from the time of starting to the time of finishing and shall include all time for meals.
- (iii) The actual ordinary hours worked by a full-time employee in any week may, by written agreement between the Supervisor and the officer, be averaged over a period of 4 weeks between the hours of 6.00am and 8.00pm provided that;
- (iv) The total ordinary hours worked in the 4-week period must not exceed 152 hours,
- (v) With the exception of Domestic Services Officer Grade 3 (Security) should the approved hours worked by employees be;

outside the margin for ordinary working hours of 6.00am to 8.00pm,

exceed 152 hours in any one four week period,

the provisions of the Crown Employees (Public Service Condition of Employment) Reviewed Award 2006 shall apply with all overtime to be calculated on a stand alone daily basis.

- (vi) The ordinary hours as specified in subclause (i) of this clause shall be arranged so that the hours worked on each day shall include a proportion of one (1) hour (such proportion will be on the basis of 0.4 of one hour for each eight ordinary hours worked).

The proportion shall accumulate to allow the employee to take one (1) rostered day off in each twenty day, four week cycle, paid for as though worked, with a maximum of twelve (12) days per annum.

By agreement of the Supervisor an employee may accumulate days to be taken at a time convenient to the operation of the college. Such accumulation is not to exceed five (5) days.

- (vii) Where the day off provided under subclause (vi) of this clause is taken on a rostered basis, where practicable the day chosen shall be one preceding or following the employee's normal rostered day(s) off. Another day shall be substituted where a public holiday occurs on the rostered day off.
- (viii) An employee who has not worked, or is not regarded by reasons of subclause (ii) or (iii) of this clause as having worked, a complete four week cycle shall receive pro-rata accrued entitlements in respect of the rostered day off.

- (ix) Each day of paid sick leave taken during any cycle of four weeks shall be regarded as a day worked for accrual purposes in the particular twenty (20) day shift cycle.
- (x) Time towards a rostered day off as prescribed in subclauses (ii) and (iii) of this clause shall not accrue whilst an employee is on the first four (4) weeks of recreation leave accrued each year.
- (xi) Where an employee is absent on extended leave and/or Worker's Compensation during a cycle and returns prior to the end of that cycle, time absent during that cycle shall count towards the accrual of time for the purpose of taking a rostered day off during that cycle. An employee who is absent on extended leave and/or Worker's Compensation for a full cycle shall not be entitled to accumulate time towards a rostered day off during that cycle.
- (xii) Employees on an ordinary weekly or fortnightly roster shall be granted two (2) days off duty each week.
- (xiii) Shift rosters may be changed on seven (7) days notice or at any time by mutual consent, or in exceptional circumstances on twelve (12) hours notice if rendered necessary by the absence of other employees from duty or shortage of staff, or other exceptional circumstances.
- (xiv) Part-time employees who work regular hours on a five day basis shall be entitled, by mutual agreement between the Supervisor and the employee, to the benefit of the 38 hour week, 19 day month on a pro-rata basis.
- (xv) Casual employees shall not be eligible to accumulate time in accordance with the provisions of this Award for a 38 hour week, 19 day month.
- (xvi) The starting and finishing times of employees shall be as determined by the Supervisor following consultation with the Domestic Service employees to suit the needs of the College.
- (xvii) Members of staff cannot be required to work more than 5 hours in one continuous period without an unpaid meal break of at least 30 minutes.
- (xviii) Rostered days off may accumulate and in the case of school/college locations may be scheduled during the appropriate vacation periods to suit the needs of the employer. Dates for the taking of such accumulated leave shall be agreed mutually between the employee and employer throughout the year.
- (xix) An employee who is required to work on their rostered day off shall be paid in accordance with the provision of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

8. Allowances

The additional payments prescribed by this clause shall not apply to time worked on Saturday and Sundays where allowances are payable in terms of clause 9, Work performed on Weekends of this Award or in the computation of overtime rates.

(a) Qualification

A full-time employee, if in possession of the following qualifications, shall be paid the following additional allowances specified hereunder from the beginning of the first pay period to commence on or after the first day of the month succeeding the date on which the final paper of the particular examination, at which he or she passed, was held, whichever shall last occur:

Department of Technical and Further Education Commercial Cookery Trade Course Stage I; or

Qualification deemed by the Department to be equivalent shall be paid per annum an amount as set out in Item 1 of Table 2 - Allowances of Part B, Monetary Rates.

Department of Technical and Further Education Commercial Cookery Trade Course Stage II and III; or

Qualifications deemed by the Department to be equivalent shall be paid per annum an amount as set out in Item 2 of Table 2 - Allowances of Part B, Monetary Rates.

No allowance will be payable for relief, where necessary, where staff are on rostered leave arising from the 38 hour week, 19 day month.

(b) Shifts

The following additional allowances for shift work shall be paid to Domestic Service Officers Level 3 (Security) in respect of work performed during ordinary hours of shift as defined below:

Night Shift means any shift commencing after midnight and at or before 5.00am.

Afternoon Shift means any shift commencing after 6 pm and at or before midnight.

Early Morning Shift means any shift commencing after 5.00am and before 6.00 am.

Night Shift - non rotating means any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the employee at least one third of the employees working time off night shift in each roster cycle.

Broken Shifts means the working of two or more shifts per day by an employee within the ordinary hours as specified in subclause (iii) of clause 7, Hours of work.

	Percentage
Early Morning Shift	10
Afternoon Shift	15
Night Shift, rotating	17.5
Night Shift, non-rotating	30

(c) Broken Shifts

Employees working a broken shift shall be paid an additional amount per day for each day so worked as set out in Item 3 of Table 2 - Allowances of Part B, Monetary Rates.

Any employee receiving broken shift allowance pursuant to this subclause shall not receive any other allowance provided for under subclause (b) of this clause.

9. Work Performed on Weekends

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

Saturday Work	time and one half
Sunday	double time

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

10. Leave

- (i) General leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the *Public Sector Employment and Management Act 2002* and Regulation and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.
- (ii) When Colleges are in recess and it is necessary to stand down staff, employees employed in such colleges shall be paid half ordinary pay for the period during which they have been stood down, provided that they have been continuously employed for the college term immediately preceding and for the college term immediately following the period of recess.

- (iii) During any period of annual leave taken by an employee that employee shall be paid, in addition to his/her ordinary rate of pay prescribed in clause 3, Salaries, any amount in respect of shift penalties to which he/she would have become entitled had he/she not proceeded on annual leave. Such shift penalties to be calculated in accordance with his/her roster or projected roster for the period of annual leave.
- (iv) Employees who are regularly rostered to perform rostered duty on Sundays and Public Holidays shall be granted additional leave on the following basis:

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

11. Call Back

An employee required to attend the employer's premises for any reason (including emergencies after hours) other than carrying out rostered duties shall be entitled to claim leave in lieu on an hour for hour basis.

This leave in lieu accrued may accumulate and in the case of school/college locations may be scheduled during the appropriate vacation periods to suit the needs of the employer. Dates for the taking of such accumulated leave shall be agreed mutually between the employee and employer throughout the year. All accumulated leave in lieu must be exhausted by the 30th January each year.

12. Job Evaluation

- (i) Positions classified as Domestic Services Officers shall be graded in accordance with the accredited Job Evaluation methodology agreed by the Department, DPE, Association and ALHMWU.
- (ii) The grading of Domestic Services Officers positions shall be carried out in consultation between the Department and Associations using the Department's Joint Consultative Committee. This Committee shall be the forum for negotiation and consultation on the operation of the Department's Job Evaluation methodology during the operation of this Award.
- (iii) Positions will be evaluated and graded from time to time in the following circumstances:
 - (a) where the nature of a position is significantly changed, or a new position is created.
 - (b) where a position falls vacant, the Department can determine whether it is necessary to evaluate and grade the position prior to advertising the vacancy.
 - (c) at the request of any party to this Award provided that the position occupied by the member of staff has not been evaluated and graded for a minimum of twelve (12) months.

Where a member of staff's position is evaluated as falling within a lower or higher grading than that to which the member of staff is presently appointed, then the Department:

- (a) will examine the feasibility of initiating work redesign changes to the position in order to seek to justify the position's salary range at its existing grading level, or;
- (b) adhere to existing statutory and related Public Service policies on filling regraded positions if initiating action under paragraph (a) of this subclause is determined to be inconsistent with maintaining Department efficiency, or otherwise impracticable.

13. Higher Duties Allowance

- (i) A member of staff who is relieving in a higher graded position undertakes the whole of the duties and responsibilities of that position shall be paid by allowance the difference between their present salary and the salary of which the member of staff would have been entitled to if appointed to that position.
- (ii) Where the member of staff does not assume the whole of the duties and responsibilities of the position the amount of any allowance paid shall be determined by the Department Head or their nominee.
- (iii) No higher duties allowance shall be payable where less than 5 consecutive days relief is afforded. Where absences of less than 5 days occur during a period of relief, as subclauses (i) and (ii) of this clause, the allowance is to be paid for those periods of absence. However, if the period of relief is only for 5 days, during which there is a period of absence then the allowance is not payable.

An allowance shall not be paid in respect of any period of leave exceeding 5 complete and consecutive working days, taken by the member of staff during any period of relief in another position.

14. Grievance and Dispute Settling Procedures

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

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

15. Public Service Holiday

- (i) The Public Service Holiday as prescribed by Part 3, clause 14 of the Public Sector Employment and Management (General) Regulation 1996, shall be a Public Service Holiday/Union Picnic Day for staff covered by this Award and shall be in lieu of any other Picnic Day.
- (ii) All staff shall, as far as practicable, be given and shall take this day as the Public Service Holiday/Union Picnic Day and shall be paid therefore as for eight hours' work at the rate prescribed in clause 3, Salaries. Any staff required to work on such day shall be paid at the rate of double time and a half for not less than four hours work. Provided that a member of staff who is required to work on the Public Service Holiday/Union Picnic Day and who fails to comply with such requirement shall not be entitled to payment for the day.

16. 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 all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

17. Personal/Carers Leave and Parental Leave

The provisions of clause 74, Family and Community Service Leave, clause 82, Sick Leave to Care for a Family Member, clause 72, Parental Leave and subparagraph (iv)(d) and subclauses (v) and (vi) of clause 12, Casual Employment, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 apply to employees under this award.

18. Part-Time Employees

- (i) The maximum rates of pay for part-time employees shall be the hourly equivalent of the ordinary rate of pay of the classification in which the employee is engaged for the actual number of hours worked, plus a loading of 15% in respect of an employee working not more than 21 hours per week, and 10% in respect of an employee working more than 21 hours but not more than 32 hours per week.
- (ii) Employees working more than 32 hours per week shall be regarded as weekly employees.

- (iii) The hourly equivalent for the purpose of this clause shall be based as 38 hours where a part-time employee is not accruing credits towards rostered days off but is paid only for hours worked.
- (iv) The hourly equivalent for the purpose of this clause shall be based on 40 hours where a part-time employee is accruing credit for time worked towards rostered days off.

19. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination of 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 the 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 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 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".

20. Area, Incidence and Duration

The employees regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management (General) Regulation 1996*, *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006* and the *Crown Employees (Public Sector - Salaries 2007) Award* or any awards replacing these awards.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Domestic Services Officers - Department of Agriculture) Award* published 21 May 2004 (344 I.G. 596) 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 I.G. 359) take effect on and from 31 July 2007.

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

PART B

MONETARY RATES

Table 1 - Salaries

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

Domestic Services Officers

(A) Full Time (Old Classifications)		Annual Rate	Common Salary Point
		\$	
Level 1	Porter, Pantry Person, Store Person, Useful, Steward, House Person, Kitchen Person Boiler Attendant, Fourth Cook General Services Officer Grade 1,	35,266	17
Level 2	Cook 1,2 & 3, Butcher, Kitchen Supervisor General Services Officers Grade 2 General Services Officer Grade 3, Security Officer Grade 1	37,762	23
Level 3	Security Officer Grade 2 Assistant House Supervisor Security Officer Grade 3	40,466	31
Level 4	House Supervisor	45,524	44
Level 5	Manager Catering and Accommodation	58,341	70

(B) Part-Time Hourly Rate Formulae

$$\frac{\text{Annual Salary}}{260.8929} \times \frac{1}{38} = 1 \text{ hours pay}$$

(C) Apprentice Cook - \$ PW

1st Year	\$374.10
2nd Year	\$493.90
3rd Year	\$611.00
4th Year	\$715.10

Table 2 - Other Rates and Allowances**Effective from the beginning of first pay period to commence on or after 1 July 2007**

Item No.	Clause No.	Brief Description	Amount \$
1	8 (a)	Qualification - Commercial Cookery Trade Course Stage I	658 p.a.
2	8 (a)	Qualification - Commercial Cookery Trade Course Stage II and III	1,317 p.a.
3	8 (c)	Broken Shift	11.10 per day

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

COMMUNITY COLLEGES TUTORS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 540 of 2007)

Before The Honourable Mr Deputy President Harrison

23 August 2007

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

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classifications and Rates of Pay
4.	Hours of Work
5.	Overtime
6.	Annual Leave and Loading
7.	Dispute Resolution
8.	Sick Leave
9.	Parental Leave
10.	Bereavement Leave
11.	Personal/Carer's Leave
12.	Long Service Leave
13.	Public Holidays
14.	Statement of Service
15.	Training and Development
16.	Jury Duty
17.	Superannuation
18.	Redundancy
19.	Anti-Discrimination
20.	No Detriment
21.	Leave Reserved
22.	Secure Employment Test Case
23.	Area, Incidence and Duration

PART B

Table 1A - Salary Rates - Casual/Sessional Tutors

Table 1B - Salary Rates - Full-time Tutors

Table 2 - Other Rates and Allowances

2. Definitions

- 2.1 "ACE Provider" means an organisation receiving funds from the Board of Adult and Community Education (or its successor) under the Multi-Adult and Community Education (ACE) Providers Program - Section 2: General and non-Accredited ACE (or its successor).
- 2.2 "Council" means a constitutionally appointed management council or committee of an ACE Provider.

2.3 "Tutor" means any person engaged to deliver and/or assess an Adult Community Education (ACE) program directly to participants.

2.4 "AMEP Tutor" is a tutor who is employed to teach the Adult Migrant English Program who has:

A recognised undergraduate degree or diploma is a formal qualification awarded by an Australian university or tertiary institution, or its overseas equivalent. It may be a:

Bachelor Degree
Advanced Diploma
Diploma

Provided that it is at least three years full time in length, or its part time equivalent.

A recognised postgraduate TESOL qualification must result from a course of study having at least the following characteristics:

- (a) content focus on English language, language learning and TESOL methodology;
- (b) practical component including at least sixty (60) hours of supervised and assessed practice teaching in TESOL; and
- (c) no less than one hundred (100) hours in total devoted to (a) above, or the equivalent in distance education programs.

Courses in this category are usually at Master, Graduate Certificate or Graduate Diploma level and have an undergraduate degree or equivalent as a normal entrance criterion;

2.5 "Full-time Tutor" means any tutor other than a casual or part-time tutor.

2.6 "Part-Time Tutor" means a tutor other than a casual tutor who is engaged to work regularly, but has a lesser tutoring load than a full-time tutor.

2.7 "Casual Tutor" means a tutor who is engaged by the hour or the day, as required.

2.8 "Sessional Tutor" means a tutor engaged to deliver a specific ACE program that has a set start and completion date, set hours of work and no guarantee of ongoing work. Engagement of a sessional tutor by an ACE Provider shall be subject to sufficient enrolments in the particular ACE program.

2.9 "400 hours" at Step 2 of ACE Tutor Level 1, 2 and/or 3 means experience of 400 hours of face to face tutoring gained in the appropriate level in an organisation providing specifically for adult learning.

2.10 "800 hours" at Step 3 of ACE Tutor Level 1, 2 and/or 3 means experience of 800 hours of face to face tutoring gained in the appropriate level in an organisation providing specifically for adult learning.

2.11 "1600 hours" at Step 4 of AMEP Tutor means experience of 1600 hours of face to face tutoring gained in the appropriate level in an organisation providing specifically the Adult Migrant English Programs

2.12 "Unions" mean the New South Wales Independent Education Union and the New South Wales Teachers Federation.

2.13 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established under the *Industrial Relations Act 1996* (NSW).

3. Classifications and Rates of Pay

3.1 Definitions

There shall be four levels of tutor as follows:

- 3.1.1 "ACE Tutor Level 1" is a tutor with appropriate subject knowledge and skills as determined by the ACE Provider.
- 3.1.2 "ACE Tutor Level 2" is a tutor with appropriate subject knowledge and skills as determined by the ACE Provider and who has the minimum qualification of Workplace Trainer Category 1 or its equivalent.
- 3.1.3 "ACE Tutor Level 3" is either:
- (a) a Vocational Education and Training (VET) tutor who has the qualifications required by the accredited curriculum or training package and who delivers and/or assesses nationally recognised competency based training which may result in a qualification or Statement of Attainment under the Australian Recognition Framework (ARF); or
 - (b) an English Language, Literacy and Numeracy tutor who has an appropriate degree, teaching qualification and experience required by the accredited curriculum or training package deemed necessary by the program funding authority.
- 3.1.4 An AMEP Tutor is a tutor as defined by clause 2.4.

3.2 Rates of Pay

3.2.1 Full-time Tutors

A full-time tutor shall be paid the appropriate rate of pay as set out in Table 1B - Rates of Pay of Part B, Monetary Rates.

3.2.2 Part-Time Tutors

A part-time tutor shall be entitled to the same conditions as a full-time tutor and shall be entitled to all conditions on a pro-rata basis.

3.2.3 Casual Tutors

A casual tutor shall be paid the appropriate rate of pay as set out in Table 1A - Rates of Pay of Part B, Monetary Rates. This rate includes the pro rata payment in respect of annual holidays to which a tutor is entitled under the *Annual Holidays Act 1944*.

3.2.4 Sessional Tutors

- (a) A sessional tutor shall be paid the appropriate hourly rate of pay as set out in Table 1A - Rates of Pay of Part B, Monetary Rates.
- (b) The rate paid for sessional tutors duties shall be deemed to cover the duties on which sessional tutors are engaged during the hours for which they have been authorised to give actual class tuition and all duties incidental to tutoring.
- (c) This rate includes the pro rata payment in respect of annual holidays to which a tutor is entitled under the *Annual Holidays Act 1944*.
- (d) A sessional tutor engaged by the hour shall be paid in respect of each hour of tutoring, other than for time-tabled meal breaks, and shall be paid for a minimum of one hour for each engagement.

3.3 Other Matters

3.3.1 Non Engagement on Attendance

Where a sessional or casual tutor reports for duty on any day or evening on the basis of a request by an authorised officer and is then advised that her/his services are not required, the tutor shall be entitled to payment for a minimum of one hour at the appropriate rate.

3.3.2 Travel Expenses

Where a tutor is required to use his or her vehicle at the direction of an authorised officer and in connection with the tutor's employment other than for journeys between home and place of employment, the tutor shall be paid the amount determined by the Australian Taxation Office specified in item 1 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates.

3.3.3 Expenses

Subject to prior approval, out of pocket expenses reasonably incurred by a tutor in the course of duties required by the ACE Provider shall be reimbursed by the ACE Provider.

3.3.4 Payment of Salary

The salary payable to any tutor pursuant to this clause shall be payable at the election of the ACE Provider by cash, cheque or electronic funds transfer to an account nominated by the tutor.

3.3.5 Recognition of Classification

A tutor who has completed a recognised relevant qualification and/or has the relevant experience, may apply for a salary review.

3.3.6 Attendance at Staff Meetings

Casual and sessional tutors who are required to attend staff meetings are entitled to be paid at the rate specified in item 2 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates. A minimum 1 hour is payable for each meeting attendance.

4. Hours of Work

4.1 The ordinary hours of work shall be an average of 38 per week exclusive of meal breaks and shall be as determined by the ACE Provider between the hours of 7.30am and 10.00pm Monday to Sunday. Provided that the actual face to face delivery of tutoring for a full-time tutor will ordinarily be 25 hours per week.

4.2 A tutor engaged to deliver five (5) hours or more of continuous tutoring on any day shall be allowed a minimum half hour meal break (exclusive of tutoring hours) to be taken at an agreed time.

5. Overtime

Full-time and part-time tutors who work beyond the hours stated in Clause 4, shall be paid for any additional hours worked at single time or shall take time off in lieu at a time agreed between the tutor and the ACE Provider.

6. Annual Leave and Loading

6.1 Annual Leave

Full and part-time tutors shall be entitled to four weeks leave each year in accordance with the *Annual Holidays Act 1944* (NSW).

- 6.2 Where a full-time or part-time tutor completes one year of employment with the ACE Provider, he/she shall be entitled to an additional loading at the time of taking annual leave at the rate of 17½ per cent of the appropriate rate of pay as set out in Part B, Monetary Rates.

7. Dispute Resolution Procedure

- 7.1 Procedures relating to grievances of individual tutors -

- 7.1.1 The tutor is required to notify (in writing or otherwise) the ACE Provider as to the substance of the grievance, request a meeting with the ACE Provider for bilateral discussions and state the remedy sought.
- 7.1.2 A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 7.1.3 Reasonable time limits must be allowed for discussion at each level of authority.
- 7.1.4 At the conclusion of the discussion, the ACE Provider must provide a response to the tutor's grievance, if the matter has not been resolved including reasons for not implementing any proposed remedy.
- 7.1.5 While a procedure is being followed, normal work must continue.

- 7.2 Procedure for a dispute between the ACE Provider and the tutors -

- 7.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 7.2.2 Reasonable time levels must be allowed for discussion at each level of authority.
- 7.2.3 While a procedure is being followed, normal work must continue.
- 7.2.4 The ACE Provider may be represented by an industrial organisation of employers and the tutors may be represented by an industrial organisation of employees for the purposes of each procedure provided that where representation is sought, twenty four (24) hour's notice in writing shall be provided to the other party.

8. Sick Leave

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

- 8.1.1 In the first year of service and each subsequent year of service with the ACE Provider, the period of sick leave, subject to subclause 8.2 of this clause, shall not exceed, in any year of service, five (5) days.
- 8.1.2 A tutor shall not be entitled to sick leave for any period in respect of which such tutor is entitled to workers compensation.
- 8.1.3 A tutor shall not be entitled to be paid sick leave unless the tutor notifies the ACE Provider prior to the commencement of the first organised activity at the ACE Provider on any day, of the nature of the illness and of the estimated duration of the absence; provided that paid sick leave shall be available if the tutor took all reasonable steps to notify the ACE Provider or was unable to take such steps.
- 8.1.4 On the third day of any absence in respect of sickness in any year a tutor shall, upon request, provide a medical certificate addressed to the ACE Provider, or if the ACE Provider requires, to the ACE Provider medical officer. Notwithstanding the foregoing, the ACE Provider may require other evidence of sickness.

8.1.5 Notwithstanding the provisions of paragraph 8.1.1 of this subclause, the sick leave entitlement of a part-time tutor shall be in that proportion which the tutor's number of tutoring hours in a full week bears to the number of working hours which a full-time tutor at the ACE Provider is normally required to work.

8.2 Sick leave shall accumulate from year to year as follows:

8.2.1 The maximum accumulation shall not exceed fifteen (15) days.

8.2.2 Sick leave which accrues to a tutor at the commencement of a year of service, pursuant to subclause 8.1 of this clause, shall be taken prior to the taking of any sick leave which the tutor has accumulated in accordance with this subclause.

9. Parental Leave

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

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

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

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

9.3 Right to request

9.3.1 A tutor entitled to parental leave may request the employer to allow the tutor:

- (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 tutor in reconciling work and parental responsibilities.

9.3.2 The employer shall consider the request having regard to the tutor's circumstances and, provided the request is genuinely based on the tutor'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.

9.3.3 Tutor's request and the employer's decision to be in writing

The tutor's request and the employer's decision made under 9.3.1(ii) and 9.3.1(iii) must be recorded in writing.

9.3.4 Request to return to work part-time

Where a tutor wishes to make a request under 9.3.1(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the tutor is due to return to work from parental leave.

9.4 Communication during parental leave

9.4.1 Where a tutor 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 tutor held before commencing parental leave; and
- (ii) provide an opportunity for the tutor to discuss any significant effect the change will have on the status or responsibility level of the position the tutor held before commencing parental leave.

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

9.4.3 The tutor shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 9.4.1.

10. Bereavement Leave

10.1 A tutor, other than a casual/sessional tutor, shall be entitled to up to two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death within Australia of a person prescribed in subclause 10.3 occurs, provided that, if such a person dies outside Australia, the tutor shall be entitled to leave of one day without loss of ordinary pay.

10.2 The tutor must notify the ACE Provider as soon as practicable of the intention to take bereavement leave and will, if required by the ACE Provider, provide to the satisfaction of the ACE Provider proof of death.

10.3 Bereavement leave shall be available to the tutor in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subclause (ii) of clause 11.1.3 of Clause 11 - Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the tutor need not have been responsible for the care of the person concerned.

10.4 A tutor shall not be entitled to bereavement leave under this clause during any period in respect of which the tutor has been granted other leave.

10.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 11.2, 11.3, 11.4 and 11.5 of the said Clause 11. In determining such a request the ACE Provider will give consideration to the circumstances of the tutor and the reasonable operational requirements of the business.

10.6 Bereavement entitlements for casual tutors

10.6.1 Subject to the evidentiary and notice requirements in 10.2 casual tutors are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause (ii) of Clause 11.1.3 Personal/Carer's Leave

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

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

11. Personal/Carer's Leave

11.1 Use of Sick Leave

11.1.1 A tutor, other than a casual tutor, with responsibilities in relation to a class of person set out in paragraph (ii) of subclause 11.1.3 who needs the tutor'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 8 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

11.1.2 The tutor shall, if required,

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

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

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

- (i) the tutor being responsible for the care and support of the person concerned: and
- (ii) the person concerned being:
 - (a) a spouse of the tutor; 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), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the tutor or spouse or de facto spouse of the tutor; or
 - (d) a same sex partner who lives with the tutor as the de facto partner of that tutor on a bona fide domestic basis; or
 - (e) a relative of the tutor 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.

11.1.4 A tutor shall, wherever practicable, give the ACE Provider notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the tutor, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the tutor to give prior notice of absence, the tutor shall notify the ACE Provider by telephone of such absence at the first opportunity on the day of absence.

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

Where the parties are unable to reach agreement the disputes procedure at Clause 7 should be followed.

11.2 Unpaid Leave for Family Purpose

A tutor 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 paragraph (ii) of subclause 11.1.3 above who is ill or who requires care due to an unexpected emergency.

11.3 Annual Leave

11.3.1 A tutor 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.

11.3.2 Access to annual leave, as prescribed in paragraph 11.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.

11.3.3 A tutor and ACE Provider 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.

11.3.4 A tutor 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.

11.4 Time Off in Lieu of Payment for Overtime

See Clause 5, Overtime.

11.5 Make-up Time

A tutor may elect, with the consent of the ACE Provider, to work "make-up time", under which the tutor takes time off during 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.

11.6 Personal/Carer's Entitlement for casual tutors

11.6.1 Subject to the evidentiary and notice requirements in 11.1.2 and 11.1.4 casual tutors are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in paragraph (ii) of subclause 11.1.3 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.

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

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

12. Long Service Leave

Refer to *Long Service Leave Act 1955*.

13. Public Holidays

- 13.1 New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and any other day gazetted as a public holiday for the State shall be holidays for the purposes of this award.
- 13.2 Full-time and part-time tutors shall be entitled to the above holidays without loss of pay only if scheduled to work on that day.
- 13.3 All time worked on a public holiday as specified in subclause 13.1 of this clause shall be paid for at the rate of single time with a minimum payment of 2 hours.

14. Statement of Service

A Statement of Service will be made available on request.

15. Training and Development

- 15.1 Where a full-time or part-time tutor attends an approved staff development activity which coincides with normal duties, such tutors shall be paid at their normal hourly rate of pay whilst so engaged on staff development activities. Provided that where the activity occurs outside normal working hours, the tutor shall be entitled to time off in lieu.
- 15.2 Arrangements for staff development activities for sessional tutors will be negotiated between the ACE Provider and the tutor.

16. Jury Duty

- 16.1 A full time or part time tutor required to attend for jury service during the tutor's ordinary working hours shall be reimbursed by the ACE Provider an amount equal to the difference between the amount paid in respect of the tutor's attendance for such jury service and the amount of wages the tutor would have received in respect of the ordinary time the tutor would have worked had the tutor not been on jury service.
- 16.2 A tutor shall notify the ACE Provider as soon as possible of the date upon which the tutor is required to attend for jury service. Further, the tutor shall give the ACE Provider proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

17. Superannuation

Superannuation Legislation - The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992* (CTH), the *Superannuation Industry (Supervision) Act 1993* (CTH), the *Superannuation (Resolution of Complaints) Act 1993* (CTH), and s124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

18. Redundancy

18.1 General

- 18.1.1 This clause shall apply in respect of full-time and part-time tutors employed in the classifications specified by this award.
- 18.1.2 This clause shall only apply to an ACE Provider who employs 15 or more employees immediately prior to the termination of employment of employees.
- 18.1.3 Notwithstanding anything contained elsewhere in this award, the provisions of this clause shall not apply to tutors with less than one year's continuous service and the general obligation on the ACE Provider shall be no more than to give such tutors 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 tutors of suitable alternative employment.

18.1.4 This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

18.2 ACE Provider's duty to Notify and Discuss

18.2.1 Where an ACE Provider has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the ACE Provider shall notify the tutors who may be affected by the proposed changes and where the tutor(s) request, the union to which they belong.

18.2.2 The ACE Provider shall discuss with the tutors affected and where requested by the tutors, the union to which they belong, the introduction of such changes and the likely effect on the tutors and the measures taken to avert or mitigate the adverse effects of such changes.

18.2.3 "Significant effects" include termination of employment, major changes in the composition, operation or size of the ACE Provider's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of tutors to other work or locations and the restructuring of jobs.

18.3 Discussions before terminations

18.3.1 Where an ACE Provider has made a definite decision that the ACE Provider no longer wishes the job the tutor has been doing done by anyone and that decision may lead to the termination of employment, the ACE Provider shall hold discussions with the tutors directly affected and where the tutor(s) requests, with the union to which they belong.

18.3.2 The discussions shall take place as soon as is practicable after the ACE Provider has made a definite decision which will invoke the provision of subclause 18.3.1 and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the tutors concerned.

18.3.3 For the purposes of the discussion the ACE Provider shall, as soon as practicable, provide to the tutors concerned and where the tutor(s) requests, the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of tutors likely to be affected, and the number of tutors normally employed and the period over which the terminations are likely to be carried out. Provided that any ACE Provider shall not be required to disclose confidential information the disclosure of which would adversely affect the ACE Provider.

18.4 Notice for Changes in Production, Program, Organisation or Structure

18.4.1 This subclause sets out the notice provisions to be applied to terminations by the ACE Provider for reasons arising from "production", "program", "organisation" or "structure" in accordance with clause 18.2 of this clause.

(a) In order to terminate the employment of a tutor, the ACE Provider shall give to the tutor the following notice:

Period of continuous service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks

3 years and less than 5 years	3 weeks
5 years and over	4 weeks

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

18.4.2 Notice for Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the ACE Provider for reasons arising from "technology" in accordance with clause 18.2 of this clause.

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

18.4.3 Time off during the notice period

- (a) During the period of notice of termination given by the ACE Provider a tutor shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (b) If the tutor has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the tutor shall, at the request of the ACE Provider, be required to produce proof of attendance at an interview or the tutor shall not receive payment for the time absent.

18.4.4 Tutor leaving during the notice period

If the employment of a tutor is terminated (other than for misconduct) before the notice period expires, the tutor shall be entitled to the same benefits and payments under this clause had the tutor remained with the ACE Provider until the expiry of such notice. Provided that in such circumstances the tutor shall not be entitled to payment in lieu of notice.

18.4.5 Statement of employment

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

18.4.6 Notice to Centrelink

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

18.4.7 Department of Social Security Employment Separation Certificate

The ACE Provider shall, upon receipt of a request from a tutor whose employment has been terminated, provide to the tutor an "Employment Separation Certificate" in the form required by the Department of Social Security.

18.4.8 Transfer to lower paid duties

Where a tutor is transferred to lower paid duties for reasons set out in clause 18.2 of this clause, the tutor shall be entitled to the same period of notice of transfer as the tutor would have been entitled to if the tutor's employment had been terminated, and the ACE Provider may at the ACE Provider's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

18.5 Severance Pay

18.5.1 Where a tutor is to be terminated pursuant to clause 18.4 of this clause, subject to further order of the Industrial Relations Commission of New South Wales, the ACE Provider shall pay the following severance pay in respect of a continuous period of service:

- (a) If a tutor is under 45 years of age, the ACE Provider shall pay in accordance with the following scale:

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

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

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

- (c) "Weeks Pay" means the all purpose rate of pay for the tutor concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments and allowances provided for in this award.

18.5.2 Incapacity to Pay

Subject to an application by the ACE Provider and further order of the Industrial Relations Commission, an ACE Provider may pay a lesser amount (or no amount) of severance pay than that contained in subclause 18.5.1.

The Commission shall have regard to such financial and other resources of the ACE Provider concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 18.5.1 above will have on the ACE Provider.

18.5.3 Alternative Employment

Subject to an application by the ACE Provider and further order of the Industrial Relations Commission, an ACE Provider may pay a lesser amount (or no amount) of severance pay than that contained in subclause 18.5.1 if the ACE Provider obtains acceptable alternative employment for a tutor.

19. Anti-Discrimination

- 19.1 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 a carer.
- 19.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 19.3 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.
- 19.4 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.
- 19.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

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

20. No Detriment

In making this award there will be no overall detriment in salary and conditions to any person currently employed by an ACE Provider.

21. Leave Reserved

- (a) The unions reserve the right to make application to vary the award in respect of accrued entitlements to apply to casual and sessional tutors working on consecutive appointments.

22. Secure Employment

- a. Objective of this Clause

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

- b. Casual Conversion

- i. A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- ii. Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- iii. Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- iv. Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- v. Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- vi. If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 1. whether the employee will convert to full-time or part-time employment; and
 2. if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to

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

- vii. Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - viii. An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- c. Occupational Health and Safety
- i. For the purposes of this subclause, the following definitions shall apply:
 - 1. A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - 2. A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - ii. Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - 1. consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - 2. provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - 3. provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - 4. ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
 - iii. Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- d. Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- e. This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate

legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

23. Area, Incidence and Duration

This award shall apply to tutors (as defined) employed by ACE Providers in NSW (as defined) and shall apply to ACE providers, in NSW and shall rescind and replace the Community Colleges Tutors (State) Award published 18 June 2004 (344 I.G. 955).

This award shall take effect from the beginning of the first pay period to commence on 11 May 2007 and shall remain in force until 31 December 2009.

PART B

MONETARY RATES

Table 1A - Rates of Pay for Casual/Sessional Tutors

Classification	First full pay period on or after 11 May 2007 per hour (\$)	First full pay period on or after 1 January 2008 per hour (\$)	First full pay period on or after 1 January 2009 per hour (\$)
Increase	4%	4%	4%
Tutor Level 1			
Step 1	19.18	19.95	20.75
Step 2 (400 hours)	21.74	22.61	23.51
Step 3 (800 hours)	24.28	25.25	26.26
Tutor Level 2			
Step 1	25.57	26.59	27.65
Step 2 (400 hours)	29.40	30.58	31.80
Step 3 (800 hours)	33.24	34.57	35.95
Tutor Level 3			
Step 1	34.51	35.89	37.33
Step 2 (400 hours)	39.63	41.22	42.87
Step 3 (800 hours)	44.73	46.52	48.38
AMEP Tutor			
Step 1	55.86	58.09	60.41
Step 2 (400 hours)	58.85	61.20	63.65
Step 3 (800 hours)	61.85	64.32	66.89
Step 4 (1600 hours)	64.83	67.42	70.12

Table 1B - Rates of Pay for Full Time Tutors

Classification	First full pay period on or after 11 May 2007 per hour (\$)	First full pay period on or after 11 May 2007 per annum (\$)	First full pay period on or after 1 Jan 2008 per hour (\$)	First full pay period on or after 1 Jan 2008 per annum (\$)	First full pay period on or after 1 Jan 2009 per hour (\$)	First full pay period on or after 1 Jan 2009 per annum (\$)
Increase	4%	4%	4%	4%	4%	4%
Tutor Level 1						
Step 1	15.34	30,392	15.95	31,608	16.59	32,872
Step 2 (400 hours)	16.61	32,922	17.27	34,239	17.96	35,609
Step 3 (800 hours)	19.18	37,983	19.95	39,502	20.75	41,082

Tutor Level 2						
Step 1	20.45	40,514	21.27	42,135	22.12	43,820
Step 2 (400 hours)	21.74	43,068	22.61	44,791	23.51	46,583
Step 3 (800 hours)	23.02	45,600	23.94	47,424	24.90	49,321
Tutor Level 3						
Step 1	27.47	54,433	28.57	56,610	29.71	58,874
Step 2 (400 hours)	28.77	56,988	29.92	59,268	31.12	61,639
Step 3 (800 hours)	30.05	59,518	31.25	61,899	32.50	64,375
AMEP Tutor						
Step 1	27.47	54,433	28.57	56,610	29.71	58,874
Step 2 (400 hours)	28.77	56,988	29.92	59,268	31.12	61,639
Step 3 (800 hours)	30.05	59,518	31.25	61,899	32.50	64,375
Step 4 (1600 hours)	31.64	62,684	32.91	65,191	34.23	67,799

Table 2 - Other Rates and Allowances

Item No.	Clause	Brief Description	Amount
1	3.3.2	Vehicle capacity 1600cc or less 1601cc - 2700cc 2701cc and over	54.1 cents per kilometre 75.6 cents per kilometre 81.2 cents per kilometre
2	3.3.6	Attendance at staff meeting	\$16.09 per hour

R. W. HARRISON *D.P.*

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OCCUPATIONAL HEALTH NURSES' (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 736 of 2007)

Before Mr Deputy President Grayson

23 July 2007

REVIEWED AWARD

1. Delete in clause 26, Exemptions the words "Retail Traders' Association of New South Wales" of the award published 16 July 2004 (345 I.G. 306) and insert in lieu thereof the words "Australian Retailers Association, New South Wales Division":
2. Delete subclause (iv) of clause 33 Area, Incidence and Duration and insert in lieu thereof the following:
 - (iv) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 23 July 2007.

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

J. P. GRAYSON *D.P.*

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COLD STORAGE AND ICE EMPLOYEES (NORTHUMBERLAND) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 760 of 2007)

Before Mr Deputy President Grayson

24 July 2007

REVIEWED AWARD

1. Delete the fourth paragraph in clause 31 Area, Incidence and Duration of the award published 20 July 2001 (326 I.G. 216) and insert in lieu thereof the following:

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

2. Delete the words "Below minus 10 degrees" appearing in Item 6, of Table 2 - Other Rates, of Part B, and insert in lieu thereof the following:

"Below minus 1 degree"

3. Delete the words "Below 16 degrees" appearing in Item 7, of Table 2, and insert in lieu thereof the following:

"Below minus 16 degrees"

4. Delete the words "Below 20 degrees" appearing in Item 8, of Table 2, and insert in lieu thereof the following:

"Below minus 20 degrees"

J. P. GRAYSON *D.P.*

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CROWN EMPLOYEES (NATIONAL PARKS AND WILDLIFE SERVICE) CONDITIONS OF EMPLOYMENT 2000 AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Director of Public Employment, Department of Environment and Climate Change NSW

(No. IRC 1077 of 2007)

Before Mr Deputy President Grayson

28 June 2007

VARIATION

1. Delete in clause 2 Arrangement of the award published 23 July 2004 (345 I.G. 411) the following Annexures:

Annexures 1 - Salary Schedule for Law Enforcement Classification
Annexures 2 - Salary Schedule for Ranger Classification
Annexure 3 - Salary Schedule for Project/Research Officer Classification
Annexure 4 - Salary Schedule for Field Officer Classification

and insert in lieu thereof the following:

Annexure 1 - Salary Schedule for Ranger Classification
Annexure 2 - Salary Schedule for Project/Research Officer Classification
Annexure 3 - Salary Schedule for Field Officer Classification

2. Delete subclause (ii) of clause 4 Salaries and insert in lieu thereof the following:
- (ii) Salaries will be those set out in Annexures 1-3.
3. Delete subclause (i) of clause 6 Progression, and insert in lieu thereof the following:
- (i) Progression within levels, grades or classes shall be by annual increment unless otherwise specified in Annexures 1-3.
4. Delete paragraph (i) of subclause (A) of clause 6, and insert in lieu thereof the following:
- (i) Progression within levels or grades shall be by annual increment unless otherwise specified in Annexures 1 and 2.
5. Delete subclause (i) of clause 50, Area, Incidence and Duration and insert in lieu thereof subclauses (i) and (ii) and renumber subsequent subclauses accordingly:
- (i) This Award will apply to all employees in classifications covered by the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales employed within the Parks and Wildlife Group of the Department of Environment and Climate Change NSW.
- (ii) This Award will not apply to officers who:
- (a) are employees in the Senior Executive Service (SES); or
- (b) are employees occupying positions as specified in Annexure 3 where the position's location is a facility that principally services the employer's operations in all areas outside Kosciusko National Park which bounds are prescribed by the Government Gazette of NSW (or any successors thereto).

6. Delete Annexure 1.
7. Delete Annexures 2, 3 and 4 and insert in lieu thereof the following Annexures:

ANNEXURE 1

Salary Schedule for Ranger Classifications

Classification and Grades	1.7.06 Per annum	1.7.07 Per annum
	\$	\$
Ranger Classification		
Trainee Rangers		
1st year of service	39,891	41,487
2nd year of service	40,608	42,232
3rd year of service	41,832	43,505
4th year of service	42,582	44,285
5th year of service	43,024	44,745
6th year of service	43,646	45,392
Rangers		
Grade 1		
1st level	43,646	45,392
2nd level	45,363	47,178
3rd level	47,894	49,810
4th level	51,332	53,385
5th level	56,578	58,841
6th level	59,889	62,285
Grade 2		
1st year	61,083	63,526
2nd year	62,896	65,412
3rd year	64,810	67,402
4th year	67,415	70,112
Senior Ranger		
1st year & thereafter	72,455	75,353
Assistant District Manager		
Grade 1	74,614	77,599
Grade 2	79,844	83,038
Grade 3	86,299	89,751
Grade 4	89,959	93,557
District Manager		
Grade 1	76,715	79,784
Grade 2	82,226	85,515
Grade 3	89,959	93,557
Grade 4	95,595	99,419
Grade 5	99,806	103,798

PROGRESSION CRITERIA

Rangers

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

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

Progression

Trainee Ranger

Progression from level to level shall be subject to:

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

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

Ranger Grade 1/2

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

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

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

Grandfathering on Qualifications

Employees who, at the time of making this Award, were employed as Rangers, Senior Rangers, Assistant District Managers or District Managers, who possess an Associate Diploma in an appropriate discipline relevant to the field operations of the Service shall be deemed to possess an appropriate degree qualification for promotional purposes, until 31 March, 2000. From 1 April, 2000, all applicants must have a degree to be able to be appointed to Ranger, Senior Ranger, Assistant District Manager and District Manager classifications.

Such employees are encouraged to update their qualifications, and will be eligible for study assistance.

ANNEXURE 2

Salary Schedule for Project/Research Officer Classification

Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum \$
Grade 1		
1st year	45,203	47,011
2nd year	46,653	48,519
3rd year	50,892	52,928
4th year	54,869	57,064
5th year	58,821	61,174
Grade 2*		
1st year	63,007	65,527
2nd year	64,851	67,445
3rd year	66,796	69,468

Grade 3*		
1st year	70,160	72,966
2nd year	72,412	75,308
3rd year	74,653	77,639
4th year	76,140	79,186
Grade 4*		
1st year	76,870	79,945
2nd year	79,081	82,244
Grade 5		
1st year	83,090	86,414
2nd year	86,615	90,080
Grade 6		
1st year	92,040	95,722
2nd year	93,006	96,726
* Progression criteria applies		

SALARY SCHEDULE FOR PROJECT OFFICER (ABORIGINAL POSITIONS) CLASSIFICATION

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

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

PROGRESSION

Project/Research Officer Grade 1

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

Project/Research Officer Grade 2

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

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

Project/Research Officer Grade 3

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

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

Project/Research Officer Grade 4

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

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

Project/Research Officer Grades 5 and 6

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

Performance Review Committee

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

the relevant Executive Director or nominee;

an independent person having professional status in the field relevant to the Project/Research Officer's area of expertise; and

a representative of the Public Employment Office.

ANNEXURE 3

Salary Schedule for Field Officer Classification

National Parks and Wildlife Service		
Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum \$
Field Officer		
Trainee		
1st year	36,972	NA
2nd year	37,923	NA
Field Officer Base Grade 1/2		
Employees Engaged on or after 1 July 2007		
Grade 1		
Year 1	NA	35,658
Year 2	NA	36,558
Grade 2		
Year 1	NA	37,402
Year 2	NA	39,146
Field Officer Grade 1/4		
Employees Engaged on or after 1 July 2007		
Grade 1		
1st year	NA	35,658
2nd year	NA	36,558
Grade 2		
1st year	NA	37,402
2nd year	NA	39,146
Grade 3 (A)		
1st year	NA	44,668
2nd year	NA	45,456
Grade 4 (A)		
1st year	NA	46,728
2nd year	NA	47,572
Field Officer Grade 1/4		
Employees engaged on or before 30 June 2007		
Grade 1		
1st year	40,418	41,227
2nd year	41,175	41,997
Grade 2		
1st year	41,792	42,628
2nd year	42,592	43,444
Grade 3 (A)		
1st year	43,367	44,668
2nd year	44,132	45,456
Grade 4 (A)		
1st year	44,931	46,728
2nd year	45,742	47,572
Field Officer Grade B3/B4		
Employees engaged on or before 30 June 2007		
Grade 3 (B)		
1st year	43,367	44,668
2nd year	44,132	45,456

Grade 4 (B)		
1st year	44,931	46,728
2nd year	45,742	47,572
Senior Field Officer and Senior Field Officer (Plant)		
Grade 1		
1st year	46,535	48,628
2nd year	47,176	49,455
Grade 2		
1st year	47,975	50,456
2nd year	48,826	51,511
Grade 3 (Geographic)		
1st year	49,243	NA
2nd year	50,085	NA
Field Supervisor		
Grade 1		
1st year	50,502	53,279
2nd year	51,380	54,500
Grade 2		
1st year	52,037	55,720
2nd year	52,969	56,942

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

Progression Criteria For Field Officer Classification

Progression Criteria

Field Officers

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

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

Field Officer Grade 1

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

Appointment to this grade shall also be subject to:

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

Field Officer Grade 2

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

- (a) 12 months satisfactory service at Field Officer Grade 1;
- (b) possession of a current drivers licence; and
- (c) the officer having demonstrated the essential competencies from the Field Officer competencies schedule for Field Officer Grade 2, as certified by the direct supervisor and the Regional Manager.

Field Officer Grade 3

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

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

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

Field Officer (Plant) Grade 3

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

Appointment to this position shall be subject to:

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

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

Field Officer Grade 4

Progression to Field Officer Grade 4 shall be subject to:

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

Field Officer (Plant) Grade 4

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

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

Senior Field Officer Grade 1

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

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

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

Senior Field Officer (Plant) Grade 1

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

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

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

Senior Field Officer Grade 2

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

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

Senior Field Officer (Plant) Grade 2

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

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

Senior Field Officer Grade 3

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

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

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

Field Supervisor Grade 1

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

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

Field Supervisor Grade 2

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

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

Senior Field Supervisor

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

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

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

8. This variation shall take effect from 28 June 2007.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

(714)

SERIAL C6089

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 712 of 2007)

Before Mr Deputy President Grayson

23 July 2007

REVIEWED AWARD

1. Delete subclause (ii) of clause 41, Apprentices of the award published 7 May 2004 (344 I.G. 331) and insert in lieu thereof the following:
 - (ii) Apprenticeship means an apprenticeship established under the *Apprenticeship and Traineeship Act* 2001.
2. Insert after subclause (xiv) of clause 54, Area, Incidence and Duration the following new subclause:
 - (xv) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 23 July 2007.
 - (xvi) This award remains in force until varied or rescinded, the period for which it was made already having expired.

J. P. GRAYSON *D.P.*

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TRANSPORT INDUSTRY - TRADE WASTE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 686 of 2007)

Before Commissioner Ritchie

4 October 2007

REVIEWED AWARD

1. Delete clause 39 Area, Incidence and Duration of the award published 24 September 2004 (346 I.G. 548) and insert in lieu thereof the following:

39. Area, Incidence and Duration

This award rescinds and replaces the Transport Industry - Trade Waste (State) Award published 24 September 2004 (346 I.G. 548) and all variation thereof. It shall apply to employees of classifications specified herein within the jurisdiction of the Transport Industry - Trade Waste (State) Industrial Committee.

It shall take effect from the beginning of the first pay period to commence on or after 1 July 2004, and shall have a nominal term of two years.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 4 October 2007.

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

D.W. RITCHIE, Commissioner

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CATERERS EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 620 of 2007)

Before Commissioner McLeay

3 October 2007

REVIEWED AWARD

1. Delete paragraph (a) of subclause (i) of clause 22A, Secure Employment (Occupational Health and Safety), of the award published 13 July 2001 (326 I.G. 78) and insert in lieu thereof the following:
 - (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
2. Delete the word "CentreLink" appearing in subclauses 26.10 and 26.11 of clause 26, Redundancy and Technological Change, and insert in lieu thereof the following:

"Centrelink"
3. Delete paragraph 28.4.5 of clause 28, Traineeships and insert in lieu thereof the following:

28.4.5 The provisions of the *Workplace Injury Management and Workers Compensation Act 1998* and the *Occupational Health and Safety Act 2000* shall apply to trainees.
4. Delete subclause 33.4 of clause 33, Area, Incidence and Duration and insert in lieu thereof the following:

33.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 3 October 2007.

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

J. McLEAY, Commissioner

PITT WOOD PRESBYTERIAN HOMES REDUNDANCY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 722 of 2007)

Before Mr Deputy President Grayson

23 July 2007

REVIEWED AWARD

1. Delete clause 12 Area, Incidence and Duration of the award published 6 October 2000 (319 I.G. 166) and insert in lieu thereof the following:

12. Area Incidence and Duration

- (i) This award was made following a review under section 19 of the *Industrial Relations Act* 1996. This award rescinds and replaces the Pitt Wood Presbyterian Homes Redundancy (State) Award published 6 October 2000 (319 I.G. 166).
- (ii) This award shall apply to all persons employed by the Pitt Wood Presbyterian Homes who come within the Constitution Rule of the Health Services Union.
except that -
 - (a) This award does not apply in relation to the termination of an employee's employment if the termination is made in consequence of misconduct on the part of the employee.
 - (b) This award does not apply to the termination of an employee's employment where employment is terminated due to the ordinary and customary turnover of labour.
 - (c) This award does not apply in relation to the termination or proposed termination of employment of an employee unless, at the time of termination of his/her employment, he/she has been, or will have been, continuously employed by his/her employer for at least 12 months ending at that time.
- (iii) This award shall take effect on 13 April 2000 and shall have a nominal term of twenty-four months.
- (iv) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 23 July 2007.
- (v) This award remains in force until varied or rescinded, the period for which it was made already having expired.

J. P. GRAYSON *D.P.*

MOTELS, ACCOMMODATION AND RESORTS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 980 of 2007)

Before Commissioner Ritchie

26 July 2007

VARIATION

1. Delete subclause 12.2 clause 12, Classifications and Wage Rates, of the Award published 31 August 2001 (327 I.G. 244) and insert in lieu thereof the following:

12.2 Minimum Rates of Pay

Level & Classification	Former award rate per week \$	SWC 2007 commencing first pay period on or after 30 October 2007 \$
Introductory Level	504.40	524.40
LEVEL 1 Hospitality Services Grade 1	521.10	541.10
LEVEL 2 Hospitality Services Grade 2 Leisure Attendant Grade 1 Hospitality Administration and Front Office Grade 1	546.20 546.20 546.20	566.20 566.20 566.20
LEVEL 3 Hospitality Services Grade 3 Hospitality Administration and Front Office Grade 2 Leisure Attendant Grade 2	564.50 564.50 564.50	584.50 584.50 584.50
LEVEL 4 Hospitality Services Grade 4 Hospitality Administration and Front Office Grade 3 Leisure Attendant Grade 3	598.20 598.20 598.20	618.20 618.20 618.20
LEVEL 5 Hospitality Services Grade 5 Hospitality Administration and Front Office Supervisor	639.90 639.90	659.90 659.90
LEVEL 6 Hospitality Services Grade 6	658.80	678.80

2. Delete subclause 12.4 of the said clause 12, and insert in lieu thereof the following:

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

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

3. Delete Clause 16 Allowances, and insert in lieu thereof the following:

16. Allowances

16.1 Meal Allowance

16.1.1 A full time or regular part-time employee required to work overtime for more than two hours without being notified on the previous day or earlier that he or she will be so required to work shall either be supplied with a meal by the employer or paid \$11.05 meal money.

16.1.2 If an employee pursuant to notice has provided a meal and is not required to work overtime or is required to work less than the amount advised, he or she shall be paid as above prescribed for the meal which he or she has provided but which is surplus.

16.2 Broken periods of work allowance

16.2.1 A full time or regular part-time employee who has a broken work day shall receive an additional allowance for a spread of hours prescribed as follows:

Spread of hours	Rate per day \$
Under 10	Nil
10 but under 10-1/2	1.19
10-1/2 but under 11-1/2	2.34
11-1/2 or more	3.53

16.3 Penalty rates not cumulative

Except as provided in clause 19 - Meal breaks of this Award where time worked is required to be paid for at more than the ordinary rate, such time shall not be subject to more than one penalty, but shall be subject to that penalty which is to the employee's greatest advantage.

16.4 Board and lodging

16.4.1

- (a) Where board and residence is made available to adult employees the employer shall have the right to deduct from the pay of the employees residing on the premises an amount of \$136.40 per week of seven days.
- (b) Provided that where an adult employee is required to share a room for lodging, the amount to be deducted from the pay of the employee for lodging shall be \$134.60 per week of seven days.

16.4.2

- (a) Where lodging only is made available to adult employees, the employer shall have the right to deduct from the pay of the employee residing on the premises the sum of \$130.10 per week of seven days.
- (b) Provided that where an adult employee is required to share a room for lodging, the amount to be deducted from the pay of such employee for lodging, shall be \$129.75 per week of seven days.

16.4.3 In the case of employees who do not reside on the employer's premises a deduction at the rate of \$7.35 for each meal supplied and consumed during the employee's spread of working hours may be deducted by the employer.

16.4.4 The rates for board and lodging for adults shall be increased or decreased by 21 cents, for each meal by one cent, for every 50 cents per week alteration in the rate of classification Hospitality services grade 1 in clause 12 - Classification and wage rates.

16.4.5 Junior employees receiving adult rates of pay as prescribed in this Award shall be subject to the deductions applicable to adults prescribed in this clause.

16.4.6 Junior employees receiving junior rates of pay shall be subject to a deduction at the rate of 50 cents for each meal supplied and consumed during the employee's spread of working hours.

16.5 Laundry allowance

Where any employee is required to wear a special uniform such uniform shall be provided and laundered by the employer free of cost to the employee or if mutually agreed that the employee shall launder such uniform the employer shall pay the employee \$2.29 for each uniform so laundered with a maximum of \$7.13 per week.

16.6 Clothing, equipment and tools

16.6.1 Where it is necessary that an employee wear waterproof or other protective clothing such as waterproof boots, aprons, or gloves, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the special clothing is supplied without cost to the employee. Where protective clothing is supplied without cost to the employee, it will remain the property of the employer. In the event of a dispute, the necessity for the provision of protective clothing may be determined by the Motels, Accommodation and Resorts, &c., Employees (State) Industrial Committee.

16.6.2 Where the employer requires an employee to provide and use any tools, brushes, knives, choppers, implements, utensils and materials, the employer must reimburse the employee for the cost of purchasing such equipment. The provisions of this clause shall not apply where the employer supplied such items without cost to the employee.

16.6.3 An employer may require an employee on commencing employment to sign a receipt for item/s of uniform and property. This receipt must list the item/s of uniform and the value of them. If, when an employee ceases employment the employee does not return the item/s of uniform and property (or any of them) in accordance with receipt the employer will be entitled to deduct the value as stated on the receipt from the employees wages.

16.6.4 In the case of genuine wear and tear, damage, loss, or theft that is not the employee's fault the provision of 16.6.3 will not apply.

16.6.5 Any disagreement concerning the value of item/s of uniform and any other aspect of this clause shall be determined by the Motels, Accommodation and Resorts, &c., Employees (State) Industrial Committee.

16.7 Travelling, transport and fares

16.7.1 Where an employee is detained at work until it is too late to travel by the last ordinary train, tram, vessel or other regular conveyance to his or her usual place of residence the employer shall either provide proper conveyance or provide accommodation for the night free of charge.

16.7.2 If an employee is required to start work before his ordinary commencing time and before the first ordinary means of conveyance (hereinbefore prescribed) is available to convey him or her from his or her usual place of residence to the place of employment, the employer shall provide a conveyance or pay the cost thereof.

16.7.3 Where a full time or regular part-time employee is engaged for work outside a distance of 44 kilometres from the place of engagement he or she shall be paid all fares actually and necessarily incurred in travelling from the place of engagement to the place of employment; provided that if

the employee leaves his or her place of employment or is dismissed for misconduct within a period of three months of the date engagement, the employer may recover from the employee the fare paid on engagement.

16.8 Overnight Stay

Where the employer requests and an employee agrees to stay overnight on the employer's premises for a period outside that of the employee's normal rostered hours of duty, the following arrangements shall apply:

16.8.1 An employee shall be entitled to an amount of \$38.70 per overnight stay period.

16.8.2 This payment shall be deemed to provide compensation for the overnight stay and also includes compensation for all work necessarily undertaken by an employee up to a total of one hour's duration.

16.8.3 Any work necessarily performed during an overnight stay period by the employee in excess of a total of one hour's duration shall be paid for at the rate of time and one half. The payments referred to above shall not extend beyond the period of the overnight stay.

16.8.4 Any time worked under 16.8.2 or 16.8.3 shall not be taken into account for the purposes of Clause 8 - Types of Employment, Clause 18 - Hours of Work or Clause 20 - Overtime of this award.

16.8.5 An employee required to stay overnight in accordance with this clause without being notified on the previous day or earlier that he or she will be so required shall either be supplied with a meal by the employer or paid \$10.35 meal money.

4. Delete subclause 18.8 Work outside daily hours, of clause 18, Hours of Work, and insert in lieu thereof the following:

18.8 Work outside daily hours

18.7.1 Full time or regular part-time employees who are required to work any of their ordinary hours outside the hours of 7.00 a.m. to 7.00 p.m. on Monday to Friday inclusive, shall be paid \$1.58 per hour, or part thereof, for any such time worked outside the said hours with a minimum payment of \$2.41 for any one day.

5. This variation shall take effect on and from the first full pay period to commence on or after 30 October 2007.

D.W. RITCHIE, Commissioner

BISCUIT AND CAKE MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1378 of 2007)

Before Commissioner Connor

19 September 2007

VARIATION

1. Delete paragraph (b) of subclause (iv) of clause 17, Wages, of the award published 15 February 2002 (331 I.G. 254) and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case of 2007. These adjustments may be offset against:
 - (i) any equivalent over award payments, and/or
 - (ii) award wage increases since 29 May 1991 other than Safety Net, State Wage Case, and Minimum Rates Adjustments".
2. Delete Table 1 - Minimum Award Wage Rates, and Table 2 - Other Rates and Allowances, of Appendix A - Wage Rates and Allowances, and insert in lieu thereof the following:

Table 1 - Minimum Award Wage Rates

Adult Employees - Classification	Former Award Wage Rate (Per Week) 26 October 2006 \$	Minimum Award Wage Rate (Per Week) 26 October 2007 \$
Baker	546.00	566.00
Secondary Processing Operator - Grade 1	546.00	566.00
Automatic Packaging Machinist	539.90	559.90
Dough Mixer and Syrup Maker	539.70	559.70
Secondary Processing Operator - Grade 2	539.70	559.70
Biscuit Forming Machine Operator - Grade 1	539.70	559.70
Wafer Makers	537.50	557.50
Storeperson	533.40	553.40
Biscuit Forming Machine Operator - Grade 2	533.40	553.40
Stackerperson	532.30	552.30
Brakesperson	531.80	551.80
Truck Stacker	528.60	548.60
Other Mixer	528.40	548.40
Secondary Processing Operator - Grade 3	528.30	548.30
Biscuit Forming Machine Operator - Grade 3	528.30	548.30
Oven Serviceperson	527.70	547.70
Assistant Mixer	524.70	544.70
Platform Hand, 1st Class	524.70	544.70
Automatic Packaging Machine Operator	524.30	544.30
Depot Hand	524.10	544.10
Tea Attendant	521.30	541.30
Packer (Delivery)	520.70	540.70
Platform Hand	520.10	540.10
Line Hand	520.10	540.10

Checker	519.50	539.50
General Hand	519.20	539.20
Packer	515.90	535.90
Tin Washer	515.60	535.60
Fixer	515.60	535.60
Other Employees	515.60	535.60

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Brief Description	Amount per week \$
1	17 (i)(b)	Leading Hands - In charge of up to 10 employees	19.15
		In charge of more than 10 employees and not more than 20 employees	32.00
		In charge of more than 20 employees	41.20
2	17 (i)(c)	Line Hands	7.07
3	20 (vi)	Tea Money	10.45
4	23	Laundry Allowance	8.50

3. This variation shall take effect from the first pay period commencing on or after 26 October 2007.

P. J. CONNOR, Commissioner

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PASTRYCOOKS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1376 of 2007)

Before Commissioner Connor

19 September 2007

VARIATION

1. Delete subclause (b) of clause 7, Wages, of the award published 8 March 2002 (331 I.G. 1307), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case of 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991, other than Safety Net, State Wage Case, and Minimum Rates Adjustments.
2. Delete subclause (i), Adults, of clause 1, Minimum Award Wage Rate, of Appendix 1 - Industry (Not Elsewhere Specified), of Part 2 - Special Enterprise and Industry Provisions, and insert in lieu thereof the following:
 - (i) Adults:

Any employee 21 years of age or over shall be paid not less than the rates of pay set out opposite the classification which the employee is allocated by the employer under the heading, Minimum Award Wage Rate.

Classification	Former Award Wage Rate (Per Week) 6 October 2006 \$	Minimum Award Wage Rate (Per Week) 18 October 2007 \$
Foreperson/Supervisor	590.10	610.10
Baking Tradesperson	566.50	586.50
Pastry Group 1, 2 and 3 where only one employed	566.50	586.50
Pastry Cook Group 1, 2 and 3 - employed ornamenting	564.50	584.50
Pastry Cook - Group 1	562.10	582.10
Pastry Cook - Group 2	535.90	555.90
Pastry Cook - Group 3	515.00	535.00
Head Packer - Group 1	574.30	594.30
Head Packer - Group 2	524.20	544.20
Stackerperson (Licensed)	542.90	562.90
Motor Van Driver	526.50	546.50
Packer Group 1	521.80	541.80
Packer Group 2	504.40	531.40
Assistant Group 1	523.80	543.80
Assistant Group 2	518.00	538.00
Assistant Group 3	513.40	533.40
Assistant Group 4	504.40	531.40

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

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

Classification	Former Award Wage Rate Per Week 6 October 2006 \$	Minimum Award Wage Rate Per Week 18 October 2007 \$
1st Year	281.05	292.30
2nd Year	319.90	332.70
3rd Year	363.45	378.00
4th Year	446.65	464.50

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

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

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

In charge of -	Per week \$
(a) 10 employees or less	19.80
(b) 11 to 20 employees	33.30
(c) 20 employees or more	42.65

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

- (a) between 0 degrees Celsius and minus 18 degrees Celsius (inclusive) - \$2.10 per day extra;
- (b) below minus 18 degrees Celsius - \$3.50 per day extra.

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

- (viii) First-aid - An employee appointed by the employer as a first-aid attendant and who is qualified shall be paid \$12.45 per week extra.
- (ix) Meal - An employee required to work overtime for more than 2 hours after finishing time on any day shall be paid \$10.65 for meal money, unless 24 hours' notice has been given.
- (x) Laundry - Uniforms, where required by the employer, shall be supplied by the employer. Where the employee is required to wear and launder a uniform, the employee shall receive \$8.20 per week extra.
- (xi) Collecting Monies - An employee employed as a motor van driver when collecting cash for the employer shall be paid \$3.23 per week extra. In addition, the employer shall provide a suitable cash bag.
- (xiii) Apprentices - An apprentice who obtains and hands to the employer a certificate or statement of having passed the yearly technical college examination shall be paid \$5.80 per week for the ensuing 12 months. Every apprentice who successfully completes the 2½-year trade course shall be paid \$16.35 per week.

5. This variation shall take effect from the first pay period commencing on or after 18 October 2007.

P. J. CONNOR, Commissioner

Printed by the authority of the Industrial Registrar.

HAIRDRESSERS', &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1367 of 2007)

Before Commissioner Connor

19 September 2007

VARIATION

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

10. State Wages Case Adjustments

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

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

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

Level	Classification	SWC 2006 Amount	SWC 2006 Adjustment \$	SWC 2007 Amount \$
1	Wigmaker - Employees, male and female, doing work on or in connection with the making of wigs, toupees or other hair pieces and/or doing board work generally.	598.20	20.00	618.20
	Adult Employee - Hairdresser doing men's and/or ladies hairdressing	598.20	20.00	618.20
2	Receptionist/Salon Assistant - 21 years of age and over	566.45	20.00	586.45
3	Beautician, Electrologist, Chiropodist - All as defined	562.20	20.00	582.20
4	Manicurist - as defined over 18 years of age	549.45	20.00	569.45
5	Manicurist -over 18 years of age but less than 21 years of age, entering the industry without experience	487.00	20.00	507.00

Table 2 - Other Rates and Allowances

Item No	Clause No.	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	7(v)	Meal Allowance per meal	7.90	8.25
2	9(iv)	Employee in Charge per week	32.65	33.95
3	13(ii)	Tool Allowance per week	7.75	8.05
4	14	Health Department per hour	0.95	0.99
5	15	Laundry per week	5.40	5.60
6	16	First Aid per week	9.25	9.60
7	18	Transport per km	0.70	0.72

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

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

P. J. CONNOR, Commissioner

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(142)

SERIAL C6142**COACHMAKERS, &c., RAIL (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1318 of 2007)

Before Commissioner Ritchie

18 September 2007

VARIATION

1. Delete subclause (g) of Clause 5, Supplementary Payments, of the award published 25 January 2001 (321 IG. 1110), as varied, and insert in lieu thereof the following:

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

(A) any equivalent overaward payments, and/or

(B) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete subclause (a) of Adult Wages, of Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

(a) Adult Wages -

Wage Group Level	Total Award Wage \$
V1	542.50
V2	560.90
V3	583.40
V4	604.30
V5	619.30
V6	620.00
V7	620.80
V8	620.70
V9	644.40
V10	663.20

3. Delete Table 2 - Other Rates and Allowances, and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	Amount \$
1	4(a)(i)	Leading hand allowance - Not less than 3 and not more than 10 employees	26.70 per week
	4(a)(ii)	Leading hand allowance - More than 10 but not more than 20 employees	40.05 per week
	4(a)(iii)	Leading hand allowance - more than 20 employees	50.25 per week
2	17	Meal Money	9.92 per meal
3	18(a)(i)	Confined Places Allowance	0.57 per hour
4	18(a)(ii)	Thermo welding of Vinyl Linoleum	0.43 per hour

5	18(b)(i)	Dirty Work Allowance	0.44 per hour
6	18(b)(ii)	Dirty Work Allowance - Minimum Payment	1.72 per day
7	18(c)	Height Money Allowance	0.33 per hour
8	18(d)(i)(1)	Hot Place between 46 and 54° Celsius	0.44 per hour
9	18(d)(i)(2)	Hot Place exceeding 54° Celsius	0.76 per hour
10	18(e)	Glass or Slag Wool Allowance	0.58 per hour
11	18(f)(i)	Fibreglass Work	0.31 per hour
12	18(f)(ii)(1)	Fibreglass Work - Minimum Payment second half of day or shift	1.13 per day
13	18(f)(ii)(2)	Fibreglass Work - Minimum Payment first half of day or shift	2.24 per day
14	18(g)	Livestock Transport - working on	0.44 per hour
15	18(h)(i)	First-aid Qualifications	12.42 per week
16	18(i)	Airline Hood/Respirator Allowance	0.57 per hour
17	18(j)	Fire Squad Allowance	12.46 per week
18	18(k)	Building Maintenance Allowance	0.61 per hour
19	20(i)	Carriage Builders' Tool Allowance	17.50 per week
20	20(ii)	Tradesperson's Tool Allowance	12.38 per week

4. This variation shall take effect from the beginning of the first complete pay period to commence on or after 11 October 2007.

D.W. RITCHIE, Commissioner

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(071)

SERIAL C6143**BUTCHERS, RETAIL (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1444 of 2007)

Before Commissioner Ritchie

19 September 2007

VARIATION

1. Delete clause 8, Wages, of the award published 11 August 2000 (317 I.G. 808), and insert in lieu the following:

8. Wages

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

- (a) Any equivalent over award payments, and/or
 - (b) Award wage increases since 29 May, 1991 other than safety net, State Wage Case, and minimum rates adjustments.
 - (c) By consent of all parties to an award, where the minimum rates adjustments has been completed, award rates may be expressed as hourly rates as well as weekly rates. In the absence of consent, a claim that award rates be so expressed may be determined by arbitration.
 - (d) The State Wage Case adjustment will only be available where the rates in the award have not been increased, other than by safety net or State Wage Case adjustments, or as a result of the application of the Minimum Rates Adjustment principle, since May 1991.
 - (e) Increases arising from the State Wage Case 1991 and from previous State Wage Cases may be phased-in upon application and where circumstances justify it.
 - (f) In the absence of consent in respect in an application will be determined by the Commission.
2. Delete Part B Monetary Rates, and inset in lieu thereof the following:

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

Level	Classification	SWC 2007 Rate \$
	Effective from the first full to commence on or after 3rd February 2008	
	Division A- Retail Butcher Shops	
7	General butcher in charge	642.80
6	General butcher (incl employee slaughtering)	618.20
6	Small goods maker Butcher's shop	618.20
5	Boner	578.30

4	Salesperson	567.00
4	Scalder and/or cooker	567.00
3	Salter and/or Pickle - pumper (Arterial or Stab)	552.20
2	Order person	544.85
2	All others	544.85
1	New employee on 3 months probation	524.40
Division B - Drivers		
Driver of motor vehicles		
4	(a) not exceeding 1,270 kg capacity	567.00
4	(b) exceeding 1,270 kg but not exceeding 3 tonnes capacity	567.00
4	(c) exceeding 3 tonnes capacity but under 5 tonnes	567.00
	(d) for each complete tonne over 5 tonnes (p.w)	1.84
	(e) not being a tractor drawing trailer (pd extra)	1.33
4	(f) Refrigerated van	567.00
Division C - Boning and/or Pre-packing Area, Room or Factory		
6	General butcher	618.20
5	Boner	578.30
4	Slicer	567.00
2	Labourer assistant with boning and slicing activities	544.85
4	Sawyer	567.00
3	Trimmer	552.20
3	Employee using knives for cleaning or preparing meat immediately prior to packing	552.20
2	Chiller - room hand	544.85
2	Strapping or wiring machine operator or vacuum machine operator	544.85
2	Employee wrapping, weighing, pricing, packaging or packing uncooked meat	544.85
2	Employee operating wizard knives	544.85
2	All others	544.85
Division D - Clerks and Cashiers		
3	Clerk and/or Cashier	552.20
Division E - Apprentices		
The wage rate for apprentices on probation shall be as follows:		
Year of Apprenticeship		
	1st year - 50% of Level 6	309.10
	2nd year - 65% of level 6	401.80
	3rd year - 85% of Level 6	525.50
	4th year - 95% of Level 6	587.30
And thereafter not less than the minimum rates for tradespersons in the section of trade to which the apprentice was indentured.		

Table 2 - Other Rates and Allowances

Item	Description	Amount \$
1	Meal Money	9.85
2	Leading Hand allowance	
	(a) 3 - 10 employees	9.81
	(b) 10 or more employees	14.62
Division 'C' Employees		
3	Temperature range	
	(a) Below 0° c but not below - 16° c	0.40
	(b) Below -16°c but not below - 20.5°c	1:00
	(c) Below - 20.5°c	1.36
(Note: these rates are not cumulative)		

	All Other Employees	
4	Temperature Range: (a) Below 0°c but not below -16°c (b) Below - 16°c but not below - 20.5°c (c) Below - 20.5°c (Note: these rates are not cumulative)	0.40 1.00 1.36
5	Protective Clothing Allowance	3.95

3. This variation shall come into effect from the first full pay period on or after 3 February 2008.

D.W. RITCHIE, Commissioner

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(072)

SERIAL C6144**BUTCHERS' WHOLESALE (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1446 of 2007)

Before Commissioner Ritchie

19 September 2007

VARIATION

1. Delete subclause 27.3, of clause 27, Wages, of the award published 25 January 2001 (321 I.G. 1167), and insert in lieu the following:

27.3 Arbitrated Safety Net Adjustment

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

- (i) any equivalent over award payments, and/or;
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates of adjustments.
2. Delete Appendix 1 - Wages, and Appendix 2 - Other Rates and Allowances, of Part 9, Appendix, and insert in lieu thereof the following:

APPENDIX 1**Wages**

T1.1 The minimum rate of pay for 40 ordinary hours of any classification shall be as follows:

	Total Weekly Classification	Rate \$
1	Slaughterperson	588.60
2	Employee grading beef carcasses	552.60
3	Employee weighing and/or recording	546.80
4	Knocker down and/or shackler and/or employee opening up neck and tying weisand before hoisting to bleeding rail	550.00
5	Slaughterhouse labourer whose work includes trimming carcasses after slaughterperson, skinning heads; removing eyes, removing horns, removing tongues and/or cheeks, removing brains and boning for pet foods and boning heads and crutching sheep	546.80
6	Employee skinning feet and taking out sinews	545.80
7	Tripeperson and employee cutting, turning and washing tripes and cutting and washing bibles	545.80
8	Slaughterperson labourer	541.30
9	Laundry attendant	541.30
10	Stockperson (working under conditions of the stockperson clause)	547.60
11	Stock person, stock receiver and penner-up	543.60
12	Yard person and general labourer	536.90
13	Freezer room employee	545.80

14	Dripping and/or lard operator, tallow person, digester person and/or dry melter operator, expellor and/or dryer attendant	548.60
15	Mill hand, by-products labourer and save-all attendant	539.20
Casing Cleaning Department		
16	All-round person	550.30
17	Employee trimming and sliming bungs and bladders and sliming runners	543.60
Boning Department		
18	Boner	567.00
19	Slicer and/or sawyer	553.50
20	Trimmer	546.80
21	Weighperson	543.40
22	Packer, strapper, wiring and/or gluing machine operator	541.30
23	Shop person/butcher	574.10
Motor Wagon Drivers		
24	Motor wagon driver of a vehicle with carrying capacity of up to 3,048 kg (3 tons)	547.70
	For each additional 1,016 kg (1 ton) or part thereof up to 8,128 kg (8 tons) extra	1.87
	For each additional 1,016 kg (1 ton) or part thereof exceeding 8,128 kg (8 tons) but not exceeding 12,192 kg (12 tons) extra	1.45
	For each additional 1,016 kg (1 ton) or part thereof exceeding 12,192 kg (12 tons) when a trailer is attached to a motor wagon; the carrying capacity of such trailer shall be computed with the rate in determining the drivers wages	1.16
25	Driver of a tractor under 50h. or fork lift driver	547.70
26	Driver of a bulldozer	547.70
27	Loader	556.20
28	Cleaner - cleaning production plant and equipment (working under shift work provisions)	546.80

T1.2 The minimum rate of pay for 40 ordinary hours for juniors shall be as follows:

Age	Percentage of Classification 12 - General Labourer	Amount \$
At 15 years of age	36%	193.30
At 16 years of age	48%	257.70
At 17 years of age	60%	322.10
At 18 years of age	74%	397.30
At 19 years of age	87%	467.10
At 20 years of age	Adult rates	

Upon any adjustment, junior rates to be calculated to the nearest ten cents

APPENDIX 2**Other Rates and Allowances**

Other rates and allowances - Subject to the provisions of the relevant clauses, allowances and special rates are as follows:

Item No	Clause No	Allowance	Amount \$
1	34.1	Alternating Shifts - per shift	9.29
2	31.5	Afternoon Shift - per shift	13.35
3	32.9.1	Extraordinary Hours Allow - per day	8.02
4	35.5	Horse allowance - per week	15.11
5	33.3	Meal money - per meal	9.04
6	29.1	Temperature allowance - per hour Below minus 1 degree Celsius Below minus 16 degrees Celsius Below minus 20 degrees Celsius Below minus 26 degrees Celsius	0.47 0.75 1.38 2.07
7	29.2	Freezing room allowance - per hour	0.51
8	29.4	Temperature allowance - per hour	0.51 0.81
9	10.1	Rovers allowance - per day	3.11
10	20.1.2	Bull penalty - per head	3.11
11	23.1	Dog allowance - per dog per week	7.79
12	23.3	First aid attendant - per day	3.72
13	23.4	Leading hand - per week	27.85
14	23.5.1	Pedestrian stacker - cold temperature per week	14.37
15	23.5.2	Pedestrian stacker - per week	10.62
16	23.5.3	Fork lift - per week	7.47
17	17.1.1	Objectionable work - ordinary hours	3.43
18	17.1.2	Objectionable work - outside ordinary hours per sheep, calf or pig Per head of cattle	4.01 17.05
19	17.1.3	Objectionable work - on Sundays; and public holidays - per sheep, calf or pig per head of cattle	6.14 24.69
20	17.1.4	Condemned carcass allowance - per day	3.43
21	17.1.5	Brucella Reactor - per day	7.76
22	17.1.6	Work in artificially increased temperature - per hour	0.47
23	17.1.7	Foetal blood extraction allowance - per day	7.76
24	13.4	TP Slaughtering allowance - all type of animals - per day per week	5.06 2.54
25	13.5	TP slaughtering allowance - two types of animals - per day per week	4.33 2.08
26	13.6	TP slaughtering allowance - one type of animal - per day per week	3.11 1.51

27	51.2	Knife allowance Slaughterpersons, boners and labourers skinning cattle, heads and feet - per week per day other employees using a knife - per week per day	 3.62 0.71 2.60 0.48
28	49.1 (a)	Clothes allowance - per day	1.58
29	49.1 (b)	Laundry allowance - per day	1.28
30	49.1 (c)	Clothes allowance - per day	0.41
31	49.3 (a) 49.3 (b) 49.3 (c)	Clothes/laundry allowance (employees not covered by Items 28-30 of the Appendix) Clothes allowance - per day Laundry allowance - per day Clothes allowance - per day	 0.77 0.61 0.18
32	46.5 (b)	TP boner allowance	1.75

3. This variation shall come into effect from the first full pay period on or after 29 October 2007.

D.W. RITCHIE, Commissioner

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(152)

SERIAL C6145**COLD STORAGE AND ICE EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1440 of 2007)

Before Commissioner Ritchie

19 September 2007

VARIATION

1. Delete subclause (iv) of clause 5, Rates of Pay, of the award published 1 June 2001 (325 I.G. 69), as varied, and insert in lieu thereof the following:

- (iv) Arbitrated Safety Net Adjustment

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

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

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

Classification	Minimum Weekly Wage 2007 State Wage Case Effective 1 Dec 2007 \$
Employee grade 1	563.70
Employee grade 2 (inside hand)	578.70
Employee grade 3 (forklift driver)	584.50
Employee grade 4	603.30
Employee grade 5	618.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Column A Rate as at 1 Dec 2007 \$
1	7(iii)	Meal Allowance First Meal Subsequent meal	10.68 6.71
2	9 (i)	Temperature Allowances Minus 18 degrees Celsius Between minus 19 degrees and minus 25 degrees Celsius Below minus 25 degrees Celsius	1.20 p/hour 1.28 p/hour 1.79 p/hour

3	9(11)	Laundry Allowance Overalls Freezer Suit	4.68 p/week 11.62 p/week
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3. This variation shall come into effect from the first full pay period on or after 1 December 2007.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

POULTRY INDUSTRY PREPARATION (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1447 of 2007)

Before Commissioner Ritchie

19 September 2007

VARIATION

1. Delete subclause 13.2 of clause 13, Wages, of the award published 14 June 2002 (344 I.G. 322) and insert in lieu thereof the following:
 - 13.2 The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent over-award payments; and/or
 - (ii) award increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

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

PART B

MONETARY RATES

Table 1 - Wages

Skill Level	Minimum Rate Per Week \$
Leading Hand - Large Group	36.16
Leading Hand - Small Group	21.67
Level 1	543.60
Level 2	560.30
Level 3	568.90
Level 4	577.00
Level 5	585.30
Level 6	618.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Description	Amount \$
1	14.1	Operate Forklift	3.50 per day
2	14.2	Operate Crane and Hoist	7.33 per day
3	14.3	Hanging live Poultry	0.37 per hour
4	14.4	Laundry Allowance	2.58 per day
5	14.5.3	Up to and including 2000cc	0.40
		Over 2000cc	0.46

6	14.5.4	Required to provide motor car	82.77 per week
		Required to provide motor car if part time or casual	16.28 per day used
		For each km travelled	0.28 per km
7	14.7	Below 4 degrees	0.18 per hour
		Below minus 16 degrees	0.45 per hour
		Below minus 18 degrees	0.80 per hour
		Below minus 20 degrees	1.23 per hour
8		Location Allowance	0.81 per hour
9		Meal Allowance	8.91

3. This variation shall come into effect from the first full pay period on or after 7 February 2008.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

SMALLGOODS MANUFACTURERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1442 of 2007)

Before Commissioner Ritchie

19 September 2007

VARIATION

1. Delete clause 10 Arbitrated Safety Net Adjustment of the award published 15 February, 2002 (331 I.G 427), and insert in lieu thereof the following:

10. Arbitrated Safety Net Adjustment

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

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

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

Item No	Classification	Column A SWC 2007 eff. 1 Dec. 07 Amount per week \$
1	Small goods person as defined in subclause (b) of clause 7	602.10
2	Silent - cutter operator	567.00
3	Filler	552.20
4	Mixing machine other than silent cutter operator)	567.00
5	Butcher	602.10
6	Small goods_seller from vehicle who collects cash - I. Non-refrigerator_vehicle II. Refrigerator vehicle	567.00 567.00
7	Boner	575.00
8	Slicer, cutter-up, guillotine operator and/or derinding machine operator	567.00
9	Salter and/or pickle pumper arterial or stab	552.00
10	Cooker and/or scaldler	567.00
11	Packing-room_hand	532.20
12	Linker	544.85
13	Table hand	544.85
14	All others	544.85

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	SWC Eff 1 Dec 2007 Amount \$
1	8 (d)	Employee called upon to work in chilling room with the temperature reduced to:	
		Temperature range Celsius Scale	
		Below 2 but not below 16	0.42
		Below 16 but not below 18	0.73
		Below 18 but not below 21	0.99
		Below 21	1.35
2	12	Meal Money	
		- required to work in excess of one and half hours	10.06
		- Notified of overtime then not required	10.06

3. This variation shall come into effect from the first full pay period on or after 1 December 2007.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

MEAT PRESERVERS, &c. (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1441 of 2007)

Before Commissioner Ritchie

19 September 2007

VARIATION

1. Delete clause 7, Arbitrated Safety Net Adjustment, of the award published 16 August 2002 (335 I.G. 922) and insert in lieu thereof the following:

7. Arbitrated Safety Net Adjustment

- 7.1 The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against;
- (i) any equivalent over award payments, and/or;
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates of adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

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

Classification	SWC - 2007 Effective 1 Dec 2007 Amount per week
Grade I - General Hand Storeperson - An employee who carries out all general labouring, cleaning receiving, packing or despatching work within the establishment	531.40
Grade II Processor - An employee who is involved in Meat Processing (Manual and/or Mechanised) or inspecting operations within the establishment. For example: Can Fill Checker, TVP Operator, Meat Inspection Operator, Depalletiser/Palletiser Operator, Unscramble Operator, Canning Machine Operator, Labelling Machine Operator, Hand Forklift Operator, Bone Mincing Machine Operator, Formed Meat Mixer	531.40
Grade III Meat Cutter and Boner - An employee involved in the preserving, boning, cutting and/or slicing of meat. For example: Disintegrator Operator, Closing Machine Operator, Pet Food Batch Mixer, Boner Slicer	549.25

Table 2 - Other Rates

Item No.	Clause No.	Brief Description	SWC 2007 Effective 1 Dec 2007 Amount per week
1	5.4	Meal Allowance	7.32
2	6.3 a	Bandsaw, Handing out or Chilling Room	0.07
3	6.3 b	Dirt Cans Allowance	1.03

3. This variation shall come into effect from the first full pay period on or after 1 December 2007.

D.W. RITCHIE, Commissioner

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(076)

SERIAL C6149

BUTTER, CHEESE AND OTHER DAIRY PRODUCTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1443 of 2007)

Before Commissioner Ritchie

19 September 2007

VARIATION

1. Delete clause 10, Arbitrated Safety Net Adjustment, of the award published 26 October 2001 (328 I.G. 1114), and insert in lieu thereof the following:

10. Arbitrated Safety Net Adjustment

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

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

PART B

MONETARY RATES

Table 1 - Wages

Item No.	Description	Amount Per week State Wage Case 2007 \$
1	Production Assistant 1	559.50
2	Production Assistant 2	568.50
3	Plant Operator 1	571.90
4	Plant Operator 2	580.20
5	Plant Operator 3	592.40
6	Fore person	603.30
7	Employee grading and taking delivery of milk	610.70

Table 2 - Other Rates

Item No	Clause No	Description	Amount State Wage Case 2007 \$
1	5.5	Meal Allowance	6.93
2	8.1	Driver of scammell, articulated or vehicle with trailer attached	
		Where the semi-trailer has single axle	26.95

3		Where the semi trailer has more than one axle	32.75
4	8.2	Leading hand allowance	
		In charge of 2 -10 employees	14.93
5		In charge of more than 10 employees	18.03
6	8.3	Clearing or cleaning of box allowance	
		Each wet clean	0.59
7		Each dry clean	0.31
8	8.4	Operating more than 2 condenser/evaporating pans/ ovens	3.47
9	8.5	Washing condenser pans/vacuum holding vats or evaporators	
		Each flying clean	0.12
10		Each full clean	0.54
11	8.6	Operating a pedestrian stacker in cold temperatures	9.66
12	8.7	Operating a pedestrian stacker	7.14
13	8.8	Operating a pedestrian forklift	5.25
14	8.9	First-Aid allowance	11.23
15	8.10.2	Laundry allowance	5.55
16	9.1.1	Early morning shift	9.57
17	9.1.2	Afternoon shift	12.52
18	9.1.3	Night shift	15.77
19	9.1.4	Fixed afternoon or night shift - extra per shift	1.75
		Working in cold temperature allowance	
20	11.1.9	Below - 2 degrees	0.17
21	11.1.2	Below - 1 degrees	0.32
22	11.2.3	Below - 16 degrees	0.45
23	11.2.4	Below - 20 degrees	0.84
24	11.2.5	Below - 30 degrees	1.10

3. This variation shall take effect from the first full pay on or after 1 March 2008.

D.W. RITCHIE, Commissioner

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(703)

SERIAL C6150**JEWELLERS AND WATCHMAKERS, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1320 of 2007)

Before Commissioner Ritchie

18 September 2007

VARIATION

1. Delete subclause 7.7, of clause 7, Wages, of the award published 1 March 2002 (331 I.G. 1023) and insert in lieu thereof the following:
 - 7.7 The rates of pay in this Award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments."
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

- (a) Adult Employees - All adult employees of a classification specified herein in any of the industries or sections thereof to which this award applies will, except as otherwise specified, be paid the total wage as contained in Column C:

Classification	Column A Classification Level \$	Column B Safety Net Adjustment \$	Column C Total Wage Per Week \$	Column D Hourly Award Rate \$
Process Worker	417.10	124.00	541.10	14.24
Watch/Clockmaker Tradesperson	492.20	126.00	618.20	16.27
Jeweller Tradesperson	492.20	126.00	618.20	16.27
Watch/Clockmaker Tradesperson, Special Class	533.90	126.00	659.90	17.37
Jeweller Tradesperson Special Class	533.90	126.00	659.90	17.37

(b) Unapprenticed Juniors:

Classification	Column A Percentage of Process Workers Minimum Classification Level %	Column B Total Wage Per week \$
Under 16 years of age	36.8	199.10
At 16 years of age	47.3	255.95
At 17 years of age	57.8	312.75
At 18 years of age	68.3	369.55
At 19 years of age	82.5	446.40
At 20 years of age	97.7	528.65

(c) Apprentices:

Classification	Column A Percentage of Tradesperson Award Rate Level %	Column B Total Wage Per Week \$	Hourly Award Rate \$
First year	42.0	259.65	6.83
Second year	55.0	340.00	8.95
Third year	75.0	463.65	12.20
Fourth year	88.0	544.00	14.32

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	7.3	Leading Hand in charge of - 3 to 10 employees 11 to 20 employees Over 20 employees	26.45 per week 39.85 per week 50.60 per week
2	7.4	Tool Allowances - Tradesperson 4th year apprentice 3rd year apprentice 2nd year apprentice 1st year apprentice	12.95 per week 11.40 per week 9.55 per week 7.05 per week 5.40 per week
3	9.3	Casual Saturday penalties: (i) Up to and including a four-hour engagement - Adult males and females Junior employees (ii) More than a four-hour engagement - Adult males and females Junior employees	5.55 per engagement 4.00 per engagement 11.25 per engagement 6.55 per engagement
4	11.1	Meal Allowance	7.80 per occasion
5	12.1	Bicycle Allowance	9.85 per week
		Motorcycle Allowance	31.15 per week
6	12.2	Car Allowance - Up to and including 2,000cc Over 2,000cc Allowance per kilometre travelled by car	104.20 per week 123.95 per week 0.32 per km
7	12.2	Occasional use - Up to and including 2,000cc Over 2,000cc	0.47 per km 0.51 per km

3. This variation shall take effect from the beginning of the first pay period to commence on or after 22 November 2007.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

COMMERCIAL TRAVELLERS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1382 of 2007)

Before Commissioner Macdonald

11 September 2007

VARIATION

1. Delete subclause (b) of clause 51, Arbitrated Safety Net Adjustments of the award published 9 November 2001 (329 I.G. 329), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent over award payments; and/or
 - (ii) award wage increases since 29 May 1991 other than Safety Net, State Wage Case, and Minimum Rates Adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**Table 1 - Remuneration****Part 1 - Local Employees**

Classification	Former Award Rate Per Week 16 October 2006 \$	Minimum Award Wage Rate Per Week 16 October 2007 \$
Local Employee	586.70	606.70
Local Wholesale Merchandiser	545.90	565.90

Part II - Country Employees

Classification	Former Award Rate Per Week 16 October 2006 \$	Minimum Award Wage Rate Per Week 16 October 2007 \$
Country Employee	620.50	640.50
Country Wholesale Merchandiser	575.60	595.60

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Brief Description	Amount \$ From 1st Pay Period Commencing 16 October 06	Amount \$ From 1st Pay Period Commencing 16 October 07
1.	12(I)(a)	Locomotion Allowance - Local Employees up to 2,000 cc: standing charge allowance weekly amount	185.55 per week 20.45 cents per km	185.55 per week 20.45 cents r km
2.	12(I)(b)	Locomotion Allowance - Local Employees over 2,000 cc: standing charge allowance weekly amount	204.70 per week 0.22 per km	204.70 per week 0.22 per km
3.	12(ix)	Employee required to provide station wagon/tow a trailer or caravan	5.70 per week	5.95 per week
4.	12(xiv)	Wholesale part-time/casual merchandiser	51.2 cents per km	51.2 cents per km
5.	12(xv)	Part-time Local employees/vehicle related expenses (private vehicles)	43.9 cents per km	43.9 cents per km
6.	12, Part B (ii)	Standing Charge Air-conditioning Allowance - employee provides vehicle fitted with air-conditioning unit	3.70 per week	3.85 per week
7.	12, Part B (iii)	Dry cleaning and Laundry Allowance	5.10 per week	5.30 per week
8.	16(i)(a)	Locomotion Allowance - Country Employees up to 2,000 cc: standing charge allowance weekly amount	192.35 per week 20.45 cents per km	192.35 per week 20.45 cents per km
9.	16(i)(b)	Locomotion Allowance - Country Employees over 2,000 cc: standing charge allowance weekly amount	206.75 per week 0.22 per km	206.75 per week 0.22 per km
10.	16(ix)	Employees required to provide station wagon/tow a trailer or caravan	6.60 per week	6.85 per week
11.	16(xiv)	Wholesale part-time/casual merchandiser shall be paid for use of his/her motor vehicle	51.2 cents per km	51.2 cents per km
12.	16(xv)	Part-time Country Employees/vehicle related expenses (private vehicles)	43.90 cents per km	43.90 cents per km
13.	16, Part B (ii)	Standing Charge Air-conditioning Allowance	3.80 per week	3.95 per week
14.	16, Part B (iii)	Dry Cleaning and Laundry Allowance	1.87 per week	1.94 per week

3. This variation shall take effect from the first pay period commencing on or after 16 October 2007.

A. MACDONALD, Commissioner

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SECURITY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 987 of 2007)

Before Commissioner Ritchie

9 July 2007

VARIATION

1. Delete paragraphs 11.1.2 of Clause 11, Wages, of the award published 6 May 2005 (350 I.G. 827) and insert in lieu thereof the following:

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

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

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

PART B**MONETARY RATES****Table 1 - Rates of Pay per 38-Hour Week**

Classification	Current Rate of Pay Per week \$	State Wage Case 2007 \$	New Rate per Week \$
Grade 1	583.50	20.00	603.50
Grade 2	601.80	20.00	621.80
Grade 3	613.10	20.00	633.10
Grade 4	624.30	20.00	644.30
Grade 5	646.50	20.00	666.50

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	Rate per Week from the first pay period to commence on or after 19 February 2008 \$	Rate per Shift from the first pay period to commence on or after 19 February 2008 \$
	12.1	Leading Hand Allowance		Casuals only
1		up to 5 employees	26.66	5.34
2		6 to 10 employees	30.23	6.04
3		11 to 15 employees	39.53	7.90
4		16 to 20 employees	45.61	9.12
5		Over 20 employees	45.61	9.12
6		for each employee exceeding 20,extra	0.71	0.15

7	12.2	Relieving Officer	26.62	
	12.3	First Aid Allowance		Casuals only
8		Industrial	15.03	3.01
9	12.4	Gun Allowance	10.35	
10	12.5	Locomotion Allowance		
11		Motor Vehicle/cycle		25.59
12		Bicycle		2.69
13	12.6	Meal Allowance		7.89
14	12.7	Fares Allowance		6.77
15	12.8	Overnight Meal Allowance		64.31
			Rate Per Hour	Rate per Hour
16	12.9	Aviation Allowance	1.07	1.11

3. This variation shall take effect from the first full pay period to commence on or after 19 February 2008.

D.W. RITCHIE, Commissioner

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FOOD PRESERVERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1777 of 2007)

Before Commissioner Tabbaa

3 October 2007

VARIATION

1. Delete clause 15, State Wage Case Adjustments, of the award published 16 November 2001 (329 I.G. 489), and insert in lieu thereof the following:

15. State Wage Case Adjustments

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

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

PART B

MONETARY RATES

Table 1 - Wages

Adult Classification	Former Rate of Pay \$	SWC June 2007 \$	Weekly Rate of Pay \$
Group 1	533.90	20.00	553.90
Group 2	529.10	20.00	549.10
Group 3	525.50	20.00	545.50
Group 4	521.80	20.00	541.80
Group 5	517.60	20.00	537.60
Group 6	515.00	20.00	535.00
Forklift with lifting capacity up to and including 4.5 tonnes	533.90	20.00	553.90
Lifting capacity over 4.5 tonnes	540.20	20.00	560.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4.2	Number of employees - less than 3 employees	12.48 per week
		3 to 10 employees	19.29 per week
		11 to 20 employees	29.59 per week
		21 or more employees	42.07 per week
2	7.2	Wet Places	0.66 per hour extra

3	7.3	Dirty Work	1.01 per hour extra (1.81 minimum)
4	7.4	Heavy Weights	0.47 per hour or part thereof
5.	7.5	Carton Stacking	0.38 extra per hour or part thereof
6	7.6.1	Cold Temperatures (between minus 1° and minus 7° Celsius)	0.66 per hour
7	7.6.2	Cold Temperatures (between minus 8° and minus 18° Celsius)	1.01 per hour
8	7.6.3	Cold Temperatures (below minus 18° Celsius)	1.64 per hour
9.	7.8.2	Pea-vining	6.60 per week
10.	7.10	Fumigation Gas	8.40
11.	13.7.1	Meal Allowance	15.61
12.	14.2	First-aid	3.17 extra per day

3. This variation shall take effect from the first full pay period to commence on or after 11 October 2007.

I. TABBAA, Commissioner

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ICE CREAM MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1778 of 2007)

Before Commissioner Tabbaa

3 October 2007

VARIATION

1. Delete clause 7, State Wage Case Adjustments, of the award published 21 September 2001 (327 I.G. 1037), and insert in lieu thereof the following:

7. State Wage Case Adjustments

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

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

PART B

MONETARY RATES

Table 1 - Wages

Classification	Former Rate Per Week \$	SWC June 2007 \$	Wage Total Per Week \$
Ice Cream Production Assistant - General Hand	510.80	20.00	530.80
Packer	510.80	20.00	530.80
Ice Cream Manufacturer Grade 1 - Stretchwrap operator/forklift operator	527.00	20.00	547.00
Trainee Operator	519.80	20.00	539.80
Other operator	519.80	20.00	539.80
Ice Cream Manufacturer Grade 2 - Operator auto filler	534.30	20.00	554.30
Operator manual filler	527.00	20.00	547.00
Assistant ice cream mixer	524.90	20.00	544.90
Ice Cream Manufacturer Grade 3 - Ice cream mixer	545.70	20.00	565.70
Operator moulding and freezing	542.30	20.00	562.30
Cake decorator	542.30	20.00	562.30

Junior Employees

Classification	Former Rate Per Week \$	SWC June 2007 \$	Wage Total Per Week \$
Under 17 years of age	226.75	9.05	235.80
At 17 and under 18 years of age	268.35	10.75	279.10

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1		Leading Hands - Leading Hands shall, in addition to their rate of pay, be paid the following amounts: In charge of two and up to five employees inclusive In charge of six and up to ten employees inclusive In charge of more than ten employees	23.10 per week 29.40 per week 33.70 per week
2		Casual employees - Casual employees shall be paid one-thirty-eighth of the appropriate weekly wage, plus 20% thereof per hour	
3	12	Meal Allowance	11.95 per occasion
4	26	First-aid Allowance	12.30 per week
5	15(ii)	Laundry Allowance	19.00 per week
6	5(iii)(d)	Shift Allowance	16.60 per shift

3. This variation shall come into effect on the first full pay period to commence on or after 11 October 2007.

I. TABBAA, Commissioner

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CONFECTIONERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1779 of 2007)

Before Commissioner Tabbaa

3 October 2007

VARIATION

1. Delete subclause (e) of clause 10, Wages, of the award published 23 November 2001 (329 I.G. 926), and insert in lieu thereof the following:
 - (e) The rates of pay in this Award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Rates of Pay and Table 2 - Other Rates and Allowances of Part B, Monetary Rates and insert in lieu thereof the following:

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

- (i) Adult Employees -

Level	Total Rate Per Week \$
Level 5	516.10
Level 4	531.40
Level 3	541.10
Level 2	570.30
Level 1	587.00

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	12	First-Aid Allowance	10.49 per week
2	12	Heat Allowance - In excess of 46° Celsius In excess of 56° Celsius	0.35 per hour 0.44 per hour
3	8	Meal Allowance	9.38 per week
4	24	Laundry Allowance	2.65 per week

3. This variation shall come into effect on and from the first pay period to commence on or after 11 October 2007.

I. TABBAA, Commissioner

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DAIRYING INDUSTRY EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1870 of 2007)

Before Commissioner Macdonald

12 October 2007

VARIATION

1. Delete subclause (f) of clause 3, Wages, of the award published 4 May 2001 (324 I.G. 474) and insert in lieu thereof the following:
 - (f) The rates of pay in this award include the adjustments payable under the State Case 2007. These adjustments may be offset against:
 - (i) any equivalent over-award payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Table 1 - Rates of Pay, Table 2 - Rates of Pay - Apprentices, and Table 5 - Other Rates and Allowances, of Part B, Monetary Rates and insert in lieu thereof the following:

Table 1 - Rates of Pay

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Support Operator - Grade 1	521.20	20.00	541.20
General Operations - Grade 2	529.90	20.00	549.90
Specialist Operator - Grade 3	598.20	20.00	618.20
Senior Operator - Grade 4	644.70	20.00	664.70

Table 2 - Rates of Pay - Apprentices

Apprentice - Rates of Pay Percentage of Specialist Operator Grade 3 - \$618.20		
1st Year	60%	\$370.90
2nd Year	65%	\$401.80
3rd Year	75%	\$463.65
4th Year	85%	\$525.45

Table 5 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	18 (b)	Meal Allowance	7.75 p/meal	8.10 p/meal
2	18 (d)	Spending the night away from their homes/property on which they are employed	43.25 p/night	44.30 p/night
3	18 (d)	Spending the night away from home/property were employed - apprentices	37.05 p/night	37.95 p/night
4	3 (b) (iv)	Apprentices completing 3 years trade course	0.64 p/wk	0.67 p/wk

5	18 (c)	Motor Vehicle Allowance	0.47 per km	0.49 per km
6	19 (c)	First-aid allowance	1.90 p/day	2.00 p/day

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

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

A. MACDONALD, Commissioner

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(471)

SERIAL C6168**MUSHROOM INDUSTRY EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1874 of 2007)

Before Commissioner Macdonald

12 October 2007

VARIATION

1. Delete subclause (5) of clause 4, Wage Rates, of the award published 28 November 2003 (342 I.G. 153) and insert in lieu thereof the following:
 - (5) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent over-award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Section 1 - Adult Employees of Table 1 - Rates of Pay, and Table 2 - Other Rates and Allowances of Part B, Monetary Rates and insert in lieu thereof the following:

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

Section 1 - Adult Employees

	Base Rate Per Week	Casual Hourly Base Rate	15% Casual Leave Loading	One-Twelfth Annual Leave Loading	Total Casual Hourly Rate
	\$	\$	\$	\$	\$
Farm Employee Level 1	545.30	14.35	2.15	1.38	17.88
Farm Employee Level 2	574.10	15.11	2.27	1.44	18.82
Farm Employee Level 3	589.00	15.50	2.33	1.49	19.31
Farm Employee Level 4	597.30	15.72	2.36	1.50	19.58

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	3(4)	Meal Allowance Working more than 1.5 hours overtime each additional 4 hours	8.20 8.20
2	19(2)	First-Aid	2.00 per day or shift

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

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

A. MACDONALD, Commissioner

Printed by the authority of the Industrial Registrar.

DENTAL TECHNICIANS (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1804 of 2007)

Before Commissioner McLeay

8 October 2007

VARIATION

1. Delete subclause (v) of Clause 6, Wages of the award published 28 May 2004 (344 I.G. 630), and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent over-award payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustment.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

	Current Rate	SWC 2007 Adjustment	Wage Rate as from 1.12.2007
	\$/week	\$/week	\$/week
Dental Technician			
1st year	631.00	20.00	651.00
2nd year	655.00	20.00	675.00
3rd year	681.00	20.00	701.00

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount from 1.12.2007 \$
1	9 (ii)	Meal Allowance	11.60

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

J. McLEAY, Commissioner

(039)

SERIAL C6237

METAL, ENGINEERING AND ASSOCIATED INDUSTRIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1817 of 2007)

Before Commissioner Ritchie

8 October 2007

VARIATION

1. Delete paragraphs (c) and (d) of subclause 5.1.1 of clause 5.1, Classifications and Rates of Pay, of Part 5, Rates of Pay and Related Matters of the award published 8 June 2001 (325 I.G. 209), and insert in lieu thereof the following:

(c) Schedule of Rates of Pay

Wage Group	Base Rate Per Week \$	Supplementary Payment Per Week \$	SWC Adjustments	Weekly Award Rate \$	Hourly Rate \$
Level C14	284.80	40.60	206.00	531.40	13.98
Level C13	299.50	42.60	199.00	541.10	14.24
Level C12	319.20	45.40	199.00	563.60	14.83
Level C11	337.40	48.10	199.00	584.50	15.38
Level C10	365.20	52.00	201.00	618.20	16.27
Level C9	383.50	54.60	201.00	639.10	16.82
Level C8	401.70	57.20	201.00	659.90	17.37
Level C7	420.00	59.80	199.00	678.80	17.86
Level C6	456.50	65.00	199.00	720.50	18.96
Level C5	474.80	67.60	199.00	741.40	19.51
Level C4	493.00	70.20	199.00	762.20	20.06
Level C3	529.50	75.40	199.00	803.90	21.16
Level C2(a)	547.80	78.00	199.00	824.80	21.71
Level C2(b)	584.30	83.20	195.00	862.50	22.70
Level C1(a)	657.40	93.60	195.00	946.00	24.89
Level C1(b)	766.90	109.20	195.00	1071.10	28.19

(d) State Wage Case Adjustments

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

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

2. Delete subclause 5.3.1 of clause 5.3, Apprentice Rates of Pay of the said Part 5, and insert in lieu thereof the following:

- 5.3.1 Except as provided for in clause 5.4, Adult Apprentices, the weekly wage rate for apprentices shall be as follows:

Column 1	Column 2	Column 3	Column 4	Column 5
4 year terms apprenticeship	Percentage of Column 3 %	C10 Weekly Award Rate \$	Total rate per week \$	Hourly Rate \$
First Year	42	618.20	259.64	6.83
Second Year	55	618.20	340.01	8.95
Third Year	75	618.20	463.65	12.20
Fourth Year	88	618.20	544.02	14.32

3. Delete the table in subclause 5.4.3 of clause 5.4, Adult Apprentices, of the said Part 5 and insert in lieu thereof the following:

Table 1 - Adult Apprentice Rates of Pay

Year of Apprenticeship	Total Weekly Rate \$
First	470.00
Second	531.40
Third	541.10
Fourth	563.60

4. Delete clause 5.5, Unapprenticed Junior Rates of Pay, of the said Part 5 and insert in lieu thereof the following:

5.5. Unapprenticed Junior Rates of Pay

5.5.1

- (a) Unapprenticed Juniors

The minimum weekly wage rates for unapprenticed juniors shall be as follows:

Column 1	Column 2	Column 3	Column 4
Years of Age	Percentage of Column 3 %	C13 Weekly Award Rate \$	Total Rate per week \$
Under 16 years of age	36.8	541.10	199.12
At 16 years of age	47.3	541.10	255.94
At 17 years of age	57.8	541.10	312.76
At 18 years of age	68.3	541.10	369.57
At 19 years of age	82.5	541.10	446.41
At 20 years of age	97.7	541.10	528.65

A junior employee of 18 years of age or more shall be paid 40 cents per week in addition to the rates prescribed herein whilst they are employed as a furnace person or assistant to a furnace person.

5.5.1

(b) Unapprenticed Juniors (Foundaries)

The minimum weekly wage rates for Unapprenticed Juniors (Foundaries) shall be as follows:

Column 1	Column 2	Column 3	Column 4
Years of Age	Percentage of Column 3 %	C13 Weekly Award Rate \$	Total Rate per week \$
Under 16 years of age	36.8	541.10	199.12
At 16 years of age	47.3	541.10	255.94
At 17 years of age	68.3	541.10	369.57
At 18 years of age	83.0	541.10	449.11
At 19 years of age	98.8	541.10	534.61

5. Delete the amount "\$62.00" appearing in subclause 5.8.3 of clause 5.8, Supported Wage System for People with Disabilities, of the said Part 5 and insert in lieu thereof the following:

\$64.00

6. Delete the amount "\$45.00" appearing in paragraph (iii) of subclause 5.8.9 of clause 5.8, Supported Wage System for People with Disabilities, of the said Part 5 and insert in lieu thereof the following:

\$64.00

7. Delete paragraphs (f) of subclause 5.9.1 of clause 5.9, Allowances and Special Rates, of the said Part 5 and insert in lieu thereof the following:

5.9.1

(f) All Purpose Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5.9.1(a)	Leading Hands in Charge of : 3-10 employees 11-20 employees More than 20 employees	27.35 per week 40.85 per week 52.00 per week
2	5.9.1(b)	Ship Repairing Tradespersons All other employees	12.45 per week 10.05 per week
3	5.9.1(c)	Multi-Storey Building	19.65 per week
4	5.9.1.(d)	Tool Allowance	13.40 per week

8. Delete paragraphs (g) of subclause 5.9.2 of clause 5.9, Allowances and Special Rates, of the said Part 5 and insert in lieu thereof the following:

(g) Other Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5.9.2(a)	Motor Allowance	66 cents per km travelled
2	5.9.2(b)	First Aid Allowance	12.45 per week
3	5.9.2(c) 5.9.4(b)(iv) & 6.4.11	Meal Allowance	10.40

9. Delete paragraph (s) of subclause 5.9.3 of clause 5.9, Allowances and Special Rates of the said Part 5 and insert in lieu thereof the following:

(s) Special Rates

Item No.	Clause No.	Brief Description	Amount \$
1	5.9.3(c)	Cold Places	46 cents per hour extra
2	5.9.3(d)	Hot Places Between 46 and 54 celsius In excess of 54 celsius	47 cents per hour extra 62 cents per hour extra
3	5.9.3(e)	Wet Places	47 cents per hour extra
4	5.9.3(f)	Confined Spaces	62 cents per hour extra
5	5.9.3(g)	Dirty Work Ship Repair Work All other work	62 cents per hour extra 47 cents per hour extra
6	5.9.3(h)	Height Money	34 cents per hour extra
7	5.9.3(i)	Meat Digesters and Oil Tanks	47 cents per hour extra
8	5.9.3(j)	Sanitary Works	32 cents per hour extra
9	5.9.3(k)	Insulation materials	61 cents per hour extra
10	5.9.3(l)	Slaughtering Yards	34 cents per hour extra
11	5.9.3(m)	Boiler Repairs (i) Smoke boxes, fire boxes, furnaces or flues of boilers (ii) Oil fired boilers including the castings, uptakes and funnels, or flues and smoke stacks	34 cents per hour extra 1.24 per hour extra
12	5.9.3(n)	Explosive Powered Tools	1.25 per day extra
13	5.9.3(o)	Ships in Dock	34 cents per hour extra
14	5.9.3(p)	Foundry Allowance	35 cents per hour worked
15	5.9.3(q)	Boilding Down works	34 cents per hour
16	5.9.3(r)	Lead Works	34 cents per hour

10. This variation shall take effect from the beginning of the first pay period on or after 11 October 2007.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

PRINTING INDUSTRIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1856 of 2007)

Before Commissioner Ritchie

11 October 2007

VARIATION

1. Delete subclause (e) of clause 10, Payment of Wages and Pay Day, of the award published 9 November 2001 (329 I.G. 391), and insert in lieu thereof the following:
 - (e) The rates of pay in this award include the adjustments payable under the State Wage Case of 2007. These adjustments may be offset against:
 - (a) Any equivalent over Award payments, and/or
 - (b) Award wage increases since 29 May 1991 other than safety net, Stage Wage Case and minimum rates adjustments.

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

PART B

MONETARY RATES

Table 1 - Wage Rates

Group Level	Current \$	2007 SWC	
		Increase \$	Result \$
1	504.40	27.00	531.40
2A	521.10	20.00	541.10
2B	521.10	20.00	541.10
2C	521.10	20.00	541.10
3A	543.60	20.00	563.60
3B	543.60	20.00	563.60
3C	543.60	20.00	563.60
3D	543.60	20.00	563.60
3E	543.60	20.00	563.60
4	564.50	20.00	584.50
5A	598.20	20.00	618.20
5B	598.20	20.00	618.20
Any other adult employee	504.40	27.00	531.40

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Current	SWC 2007 4%
		Minimum Wage	\$504.40	\$531.40
2	13(g)(i)	Meal money - Employees other than juniors	\$10.25	2.7% CPI \$10.55
3	13(g)(ii)	Meal money - Juniors	\$10.25	\$10.55
4	13(g)(iv)	Meal money - Saturday, Sunday or a public holiday	\$10.25	\$10.55
5	38(b)(iii)	First-Aid attendant	\$12.20	\$12.70

3. This variation shall take effect from the first full pay period on and from 19 January 2008.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1855 of 2007)

Before Commissioner Ritchie

11 October 2007

VARIATION

1. Delete subclause (f) of clause 5, Wage Rates - Adults, of the award published 21 December 2001 (330 I.G. 629), and insert in lieu thereof the following:
 - (f) The rates of pay in this Award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

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

Wage Group Level	Total Award Wage Rate \$
1	531.40
2	541.10
3	563.60
4	584.50
5	618.20
6	618.20
7	618.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5(c)	Leading Hand allowance - Not less than 3 and not more than 10 employees	27.00 per week
2	5(c)	Leading Hand - More than 10 but not more than 20 employees	40.80 per week
3	5(c)	Leading Hand - More than 20 employees	52.00 per week

4	5(d)	Inspectors	25.37 per week
5	5(e)	Own hand tools allowance	12.11 per week
6	9(a)	Confined space allowance	0.60 per hour
7	9(b)(i)	Dirty work allowance	0.47 per week
8	9(b)(ii)	Dirty work rates - minimum payment	1.86 per day or shift
9	9(c)	Height money allowance	0.35 per hour
10	9(d)(i)(1)	Hot places allowance - temperature raised to 35° Celsius to 55° Celsius.	0.47 per hour
11	9(d)(i)(2)	Hot places allowance - temperature exceeds 55° Celsius	0.59 per hour
12	9(e)(i)	Handling glass or slag wool	0.58 per hour
13	9(e)(ii)(1)	Fibreglass work	0.47 per hour
14	9(e)(ii)(2)	Disability rate - second half of the day, per day or shift	1.90
14A	9(e)(ii)(2)	Disability rate - first half of the day or shift	3.82
15	9(f)	Drivers handling garbage allowance	0.47 per hour
16	9(g)	Livestock transport allowance	0.47 per hour
17	9(h)(i)	First-aid qualifications allowance	12.43 per week
18	15(h)	Overtime meal allowance	10.20 per meal
19	24(f)(ii)	Travelling time meal allowance	10.20 per meal

Table 3 - Monetary Rates - Skill Level A

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

School Leaver	Highest Year of Schooling Completed				
	Year 10 \$		Year 11 \$		Year 12
	237.00		261.00		313.00
Plus 1 year out of school	261.00		313.00		364.00
Plus 2 years	313.00		364.00		424.00
Plus 3 years	364.00		424.00		485.00
Plus 4 years	424.00		485.00		
Plus 5 years or more	485.00				

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

Table 4 - Monetary Rates Skill Level B

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

School Leaver	Highest Year of Schooling Completed				
	Year 10 \$		Year 11 \$		Year 12 \$
	237.00		261.00		303.00
Plus 1 year out of school	261.00		303.00		349.00
Plus 2 years	303.00		349.00		410.00
Plus 3 years	349.00		410.00		467.00
Plus 4 years	410.00		467.00		
Plus 5 years or more	467.00				

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

Table 5 - Monetary Rates Skill Level C

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

School Leaver	Highest Year of Schooling Completed				
		Year 10 \$		Year 11 \$	Year 12 \$
		237.00		261.00	300.00
Plus 1 year out of school		261.00		300.00	338.00
Plus 2 years		300.00		338.00	377.00
Plus 3 years		338.00		377.00	422.00
Plus 4 years		377.00		422.00	
Plus 5 years or more		422.00			

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

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

APPENDIX A - SKILLS LEVELS

Skills Level A -

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

Skills Level B -

Wholesale and Retail
Recreation and Personal Services
Transport and Storage
Manufacturing

Skills Level C -

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

4. This variation shall take effect from the first full pay period on or after 11th October 2007.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

GLASS MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1867 of 2007)

Before Commissioner Tabbaa

19 October 2007

VARIATION

1. Delete clause 4, Arbitrated Safety Net Adjustment, of the award published 22 June 2001 (325 I.G. 719), and insert in lieu thereof the following:

4. Arbitrated Safety Net Adjustment

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

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

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

	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Plant Assistant	529.60	20.00	549.60
Process Assistant	535.70	20.00	555.70
Melt Operator			
(a) as defined	541.60	20.00	561.60
(b) as defined	555.30	20.00	575.30
Glass Maker	567.50	20.00	587.50
Machine Attendant			
(a) as defined	535.70	20.00	555.70
(b) as defined	555.30	20.00	575.30
Ware Maker	604.70	20.00	624.70
Ware Handler	541.60	20.00	561.60
Mobile Handler			
(a) as defined	541.60	20.00	561.60
(b) as defined	554.60	20.00	574.60
Goods Handler	564.30	20.00	584.30
Store Attendant	541.60	20.00	561.60
Verifier	553.10	20.00	573.10
Artisan	553.10	20.00	573.10

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	3(iii)(a)	Leading Hands	33.30	34.65
	3(iii)(b)	Section Leader	15.60	16.20
	3(iii)(c)	Charge Hand	28.40	29.55
2	3(iv)	Casuals Employees	20%	20%
3	3(v)	Additional Rates - 6months	12.65	13.15
		- 12 months	13.80	14.35
		- 18 months	14.30	14.85
4	3(vi)	Metrology	13.40	13.95
5	3(vii)	Settler Down	15.65	16.30
6	5(A)	Soda Ash (p/hr)	1.32	1.37
7	5(B)	Boiler firing (p/hr)	0.73	0.76
8	5(C)	Raw Materials (p/hr)	0.49	0.51
9	5(D)	Skimming and floater set (p/hr)	1.89	1.97
10	5(E)	Furnace Repair (p/hr)	10.30	10.70
11	5(I)	Jack Bolt Tensioner (p/hr)	5.58	5.80
12	5(G)	Loading/ Unloading (p/hr)	5.58	5.80
13	15j	Meal Allowance	10.85	11.35
14	23	Motor Vehicle Allowance p/km	0.54	0.56
15	24	First-aid p/shift	2.65	2.75

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

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

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

(680)

SERIAL C6156

TRANSPORT INDUSTRY - EXCAVATED MATERIALS, CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1278 of 2007)

Before Mr Deputy President Sams

12 October 2007

VARIATION

1. Delete Part B, Rates of Remuneration, of the contract determination published 24 October 1997 (301 I.G. 1082) and insert in lieu thereof the following:

PART B

RATES OF REMUNERATION

Item	2 Axles (\$)	3 Axles (\$)	4 Axles (\$)	5 Axles (\$)	6 Axles (\$)	7 Axles (\$)
1. Loading Rate	15.938	24.817	30.140	35.861	38.618	41.959
1A. Extra capacity (per cubic metre)	2.746	2.746	2.746	2.746	2.746	2.746
2. Kilometre Rate (0-8)	4.008	6.243	7.582	9.022	9.713	10.555
2A. Extra Capacity (per cubic metre)	0.692	0.692	0.692	0.692	0.692	0.692
3. Kilometre Rate (over 8-25)	3.709	5.776	7.017	8.348	8.992	9.770
3A. Extra Capacity (per cubic metre)	0.640	0.640	0.640	0.640	0.640	0.640
4. Kilometre Rate (over 25)	3.437	5.351	6.502	7.738	8.326	9.770
4A. Extra Capacity (per cubic metre)	0.594	0.594	0.594	0.594	0.594	0.594
5. City Rate	9.538	14.853	18.039	28.053	31.356	34.546
5A. Extra Capacity (per cubic metre)	1.650	1.650	1.650	1.650	1.650	1.650
6. Hourly Rate	52.254	81.365	98.856	117.530	126.574	144.022
6A. Extra Capacity (per cubic metre)	9.038	9.038	9.038	9.038	9.038	9.038
7. Ramp Rate	4.260	6.633	8.055	12.528	14.004	15.425
7A. Extra Capacity (per cubic metre)	0.736	0.736	0.736	0.736	0.736	0.736
8. Large Material	15.522	24.172	29.358	45.661	51.032	56.218
8A. Extra Capacity (per cubic metre)	2.686	2.686	2.686	2.686	2.686	2.686

2. This variation shall take effect from the first pay period to commence on or after the 16 August 2007.

P. J. SAMS *D.P.*

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**FORESTRY COMMISSION DIVISION TRADING AS FORESTS NSW
CROWN EMPLOYEES FIELDWORK AND OTHER STAFF AWARD
2002-2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4721 published 14 July 2006

(360 I.G. 250)

(No. IRC 377 of 2006)

CORRECTION

1. In instruction 3, under the subclause titled "3. A family member for the purposes of Paragraph 2 (i) above is:" delete paragraph (c) and substitute the following:
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or

G. M. GRIMSON *Industrial Registrar.*

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GRADUATE-AT-LAW (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C6073 published 26 October 2007

(364 I.G. 166)

(No. IRC 695 of 2007)

CORRECTION

1. Delete instruction 5, and substitute the following:
5. Delete Schedules A and B, from the Arrangement and the body of the award.

G. M. GRIMSON *Industrial Registrar.*

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**CLERICAL AND ADMINISTRATIVE EMPLOYEES LEGAL
INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C6088 published 26 October 2007

(364 I.G. 173)

(No. IRC 704 of 2007)

CORRECTION

1. Delete instruction 1 and substitute the following:
1. In the Arrangement of the award published 10 December 1999 (312 I.G. 703), renumber clause 23A to read as clause 24, renumber clause 24 to read as clause 25, renumber clause 25 to read as clause 26 and renumber clause 26 to read as clause 27 and renumber existing clauses in the body of the award accordingly.

G. M. GRIMSON *Industrial Registrar.*

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ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA07/17 - Presbyterian Aged Care Enterprise Agreement 2007-2009

Made Between: Presbyterian Aged Care -&- the Health Services Union, New South Wales Nurses' Association.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 8 October 2007.

Description of Employees: The agreement applies to all employees employed by the Presbyterian Aged Care, located at 168 Chalmers Street, Surry Hills 2010, who are performing duties within the scope of this Agreement and who fall within the coverage of the Nursing Homes, &c., Nurses' (State) Award and the Charitable, Aged and Disability Care Services (State) Award.

Nominal Term: 21 Months.

EA07/18 - The Salvation Army Australia Eastern Territory Enterprise Agreement 2007-2009

Made Between: Salvation Army -&- the New South Wales Nurses' Association.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 8 October 2007.

Description of Employees: The agreement applies to all employees, employed by The Salvation Army, located at 140 Elizabeth Street, Sydney NSW 2000, who are performing duties within the scope of this Agreement and who fall within the coverage of the Nursing Homes, &c., Nurses' (State) Award and Charitable, Aged and Disability Care Services (State) Award, including all nurses employed in the State of New South Wales formerly covered by the Nursing Homes, &c., Nurses' (State) Award and the Nurses, Other Than in Hospitals, &c. (State) Award 2006,

Nominal Term: 21 Months.

EA07/19 - UnitingCare Ageing Enterprise Agreement 2007-2009

Made Between: UnitingCare -&- the Health Services Union, New South Wales Nurses' Association.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 8 October 2007.

Description of Employees: The agreement applies to all employees employed by UnitingCare Ageing, located at Level 5, 222 Pitt Street, Sydney NSW 2000, who are performing duties within the scope of this Agreement and who fall within the coverage of the Nursing Homes, &c., Nurses' (State) Award and Charitable, Aged and Disability Care Services (State) Award.

Nominal Term: 21 Months.

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