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INDUSTRIAL GAZETTE

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(017)

SERIAL C7309**ASPHALT AND BITUMEN INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1760 of 2009)

Before Commissioner Macdonald

12 November 2009

VARIATION

1. Delete clause 9A, State Wage Case Adjustments, of the award published 2 May 2008 (365 I.G. 671), and insert in lieu thereof the following:

9A. State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:

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

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

Classification	Current Rate \$	SWC 2009 Adjustment \$	SWC 2009 Rate \$
(A) Manufacturing plant employees			
Plant Operator (mixing plant)	662.60	18.55	681.20
Front End Loader operator	654.30	18.32	672.60
General Hand	593.90	16.63	610.50
(B) Laying Crew			
Asphalt paver operator	656.80	18.39	675.20
Paver Screed operator	656.80	18.39	675.20
Roller operator	637.60	17.85	655.50
Tack coat operator	635.80	17.80	653.60
Rotary broom operator	593.90	16.63	610.50
General Hand	593.90	16.63	610.50
(C) Other Classifications			
Senior Allocator (operating or allocating for two or more weighbridges)	674.20	18.88	693.10
Weighbridge operator and or/allocator	647.80	18.14	665.90
Store person (asphalt specialist)	647.80	18.14	665.90
Laboratory Assistant	610.30	17.09	627.40
Profiler operator (rate to be determined)			
Ganger	692.40	19.39	711.80
Foreperson	680.90	19.07	700.00

Equipment Operator group 1 includes: Sprayer Operator over 7500 litres (including towing) leader operator (spray)	645.40	18.07	663.50
Equipment Operator group 2 includes: Sprayer Operator up to 7500 litres (including towing)	636.20	17.81	654.00
Equipment Operator group 3 includes: Roller Operator (spray) Broom Operator Aggregate Spreader Operator (including towing) Spray Operator (rear) Aggregate Spreader (rear) Kettle Hand	628.50	17.60	646.10
General Hand	593.90	16.63	610.50
Weighbridge Operator and or allocator	647.80	18.14	665.90
Storeperson (spray specialist)	647.80	18.14	665.90
Laboratory assistant	610.30	17.09	627.40

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	Current Amount \$	SWC 2009 Amount \$
1	4(a)	Industry Allowance	23.85 per week	24.50 per week
2	4(b)	Inclement weather	24.80 per week	25.50 per week
3	4(c)	In Charge of plant	11.45 per week	11.75 per week
4	4(d)	First Aid Allowance	2.35 per day	2.40 per day
5	6(g)(I)	Meal Allowance	11.15 per meal	11.75 per meal
6	10(c)	Travelling Expenses	11.15 per meal	11.75 per meal
7	11(a)	Country Work	356.55 per week	365.45 per week
8	11(a)(iii)	Incidentals Allowance	3.85 per night	3.95 per night
9	4(e)	Leading Hand Allowance	20.10 per week	20.65 per week

"Note": These allowances are contemporary for expense related allowances as at 30 March 2009 and for work related allowances are inclusive of adjustment in accordance with the July 2009 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

- This variation shall take effect from the first full pay period to commence on or after 12 November 2009.

A. MACDONALD, Commissioner

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CEMENT INDUSTRY (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1787 of 2009)

Before Commissioner Macdonald

17 November 2009

VARIATION

1. Delete subclause (iv) of clause 4, Rates of Pay, of the award published 19 November 2004 (347 I.G. 348), and insert in lieu thereof the following:
 - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
 - (A) any equivalent overaward payments; and/or
 - (B) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

A. Quarries	
	Rates per week (SWC 2009) \$
Drill Operator	592.40
Shot Firer	592.40
Crushing and Conveyor Plant Attendant -	600.30
Labourer - Building Trades; Greaser; Fettler	582.40
Plantperson (crushing and conveying)	587.70
Operator of rear, bottom or side dumps with carrying capacity of:	
Up to 20 tonnes	619.00
Over 20 and up to 40 tonnes	630.60
Over 40 and up to 70 tonnes	641.20
Over 70 tonnes	
B. Materials Receiving, Raw Milling, Kilns and Cement Mills	
Burner	621.00
Cement Miller	597.70
Plant Attendant	590.10
C. Laboratory	
Mechanical Tester	603.30
Process Tester	606.20
General Tester	583.60
D. Despatch	
Despatch Section Attendant	599.80

Bulk Loader Stock House Attendant	592.30
E. General	
Labourer - Building trades;	
Fettler; Jackhammer operator	582.40
Vacuum Plant Operator	587.50
Operator - Mechanical Road Sweeper; Dump Car Operator	585.30
Mechanical Sweeper Operator	580.20
Storeperson	592.30
Greaser - Planned Maintenance (Portland)	583.60
Brush Hand; Gardener	586.60
Amenities Block Attendant	583.40
Cleaner; Greaser; General Labourer	580.00
Tractor Driver - 26KW	588.90
Forklift Operator	599.80
Driver of a vehicle with a carrying capacity of:	
Up to 2 tonnes	587.50
Over 2 tonnes and up to 3 tonnes	591.60
For each additional tonne up to 8 tonnes	0.960
For each additional tonne over 8 and up to 10 tonnes	0.774
For each additional tonne over 10 and up to 12 tonnes	0.579
NOTE: Motor lorry driver whilst engaged in driving work outside the works (not including ash dumping) shall be paid at the minimum rates prescribed by the Transport Industry (State) Award, in force from time to time.	
F. Engine Drivers, Plant Operators, etc.	
Rubber Tyre Tractor - Power Operated Attachment to 37KW	594.00
Front End Loader Driver -	599.60
Relief Operator	599.20
G. Maintenance	
Boilermaker, Fitter, Machinist 1st Class, Motor Mechanic, Turner	650.10
Mechanical Tradesperson - Special Class	688.80
Welder -	
Special Class	656.00
1st Class	650.10
Electrical Fitter	702.20
Electrical Mechanic	702.20
Electronic Instrument Fitter	733.50
Electronic Tradesperson	773.60
Electrician's Assistant	620.80
Rigger and/or Splicer	623.50
Dogperson and/or Crane Chaser	599.80
Dogperson and/or Crane Chaser - Mobile Equipment	614.10
Beltperson/Greaser	603.90
Belt Repairer	619.40
Tradesperson's Assistant	594.00
Mobile Crane Driver - 5 to 10 tonnes	618.10
Bricklayer	652.40
Carpenter	652.40
Painter	652.40

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Current Amount \$	SWC 2009 Amount \$
1	4(ii) "A"	Electrical Tradesperson	33.45/wk	34.40/wk
2	4(ii) "B"	Possessing the NSW Electrical Mechanic's Licence	18.00/wk	18.50/wk

3	4(iii)	Tool Allowance	Per Week	Per Week
4		Bricklayer	13.30	13.65
5		Carpenter or Plumber	18.65	19.10
6		Painter or Signwriter	18.65	19.10
		Electrical or Metal Tradesperson	13.85	14.20
7	4(iii)I	Leading Hands	Per Week	Per Week
8		In charge of 1-5 employees	24.55	25.25
9		In charge of 6-15 employees	35.45	36.45
		In charge of 16 or more employees	46.40	47.70
10	4J	Disability Allowance	45.05/wk	46.30/wk
11	5(ii)	First aid allowance	3.20/day	3.30/day
12	5(iii)	Cleaning/repair of roofs & working in precipitator	0.83/hr	0.85/hr
13	5(iv)	Use of explosive powered tools	1.10/hr	1.15/hr
14	5(v)	Assist in alteration/repair to kilns/refractory work	1.70	1.75
15	5(vi)	Preparation/application to epoxy based materials	0.63/hr	0.65/hr
16	5(vi)	In building when air-conditioning plant is not working	Additional 0.38/hr	Additional 0.39/hr
17	5(vi)	In close proximity to employees so engaged	0.48/hr	0.49/hr
18	5(vii)	Spray painting in other than a properly constructed booth	0.48/hr	0.49/hr
19	5(viii)	Employed upon any chokage (oil); required to open up soil/waste/drain pipe or scupper conveying offensive material	5.55 per day or part thereof	5.70 per day or part thereof
20	5(ix)	Electrical Tradesperson - fault finding, repair, testing at component level	5.10/day	5.25/day
21	5(xi)	Barring down quarry face on rope	3.60/day	3.70/day
22	23(i)	Meal Money (notified)		
		Work overtime for more than two hours	11.65	12.30
23	23(I)	Work extends into second or subsequent break	11.65	12.30

NOTE: These allowances are contemporary for expense related allowances as at 30 March 2009 and for work related allowances are inclusive of adjustments in accordance with the July 2009 State Wage Case decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 17 November 2009.

A. MACDONALD, Commissioner

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(083)

SERIAL C7310

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1762 of 2009)

Before Commissioner Macdonald

12 November 2009

VARIATION

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

4. Arbitrated Safety Net Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:

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

PART B

MONETARY RATES

Table 1 - Wages

Classification	Current Rate \$	SWC 2009 Adjustment \$	SWC 2009 Amount \$
Grade 1 - Trainee	607.40	17.01	624.40
Grade 2 - Plant Assistant	627.40	17.57	645.00
Grade 3 - Batching	658.90	18.45	677.30
Grade 3(a) - Single Batcher in a manual plant with more than 15 delivery vehicles	666.60	18.66	685.30
Grade 3(b) Field Sampling and Testing	667.30	18.68	686.00
Grade 4(a) Country Batch Plant Operator in plant with up to 9 delivery vehicles	673.80	18.87	692.70
Grade 4(b) Country Batch Plant Operator in plant with more than 9 and up to 15 delivery vehicles	682.10	19.10	701.20
Grade 5(a) Allocating plant with up to 9 delivery vehicles	673.80	18.87	692.70
Grade 5(b) Allocating Plant with more than 9 and up to 15 delivery vehicles	682.00	19.10	701.10
Grade 5(c) Allocating plant with more than 15 delivery vehicles	687.80	19.26	707.10
Grade 6(a) Allocating and batching plant with up to 9 delivery vehicles	682.00	19.10	701.10

Grade 6(b) Allocating and batching plant with more than 9 and up to 15 delivery vehicles	687.80	19.26	707.10
Grade 6(c) Allocating and batching plant with more than 15 delivery vehicles.	699.00	19.57	718.60

Table 2 - Allowances and Other Matters

Item No	Clause No	Brief Description	Current Amount \$	SWC 2009 Amount \$
1	3(ii)	Leading Hands - In Charge of more than 2 and up to and including 5 employees and/or delivery trucks.	21.55	22.15
2	3(ii)	In charge of more than 5 and up to and including 10 employees and/or delivery trucks	24.00	24.70
3	3(ii)	In charge of more than 10 employees and/or delivery vehicles	32.60	33.50
4	3(iii)	Industry Allowance	23.75	24.40
5	16(viii)(a)(2)(B)	Attends work but is not required	1.55	1.60
6	17(iv)(a)	Board and lodging	405.05	405.05
7	17(iv)(b)	Living expenses maximum	405.05	405.05
8	17(vi)	Meal Allowance en route	11.90	12.60
9	17(vi)	Bed Allowance	58.25	58.25
10	19(iii)	First-Aid Allowance	2.35	2.40
11	22(i)	Travel Allowance	0.83 per km	0.83 per km
12	22(iii)	Travel Allowance	0.83 per km	0.83 per km
13	23(i),(iii)	First Meal	11.90	12.60
14	23(i),(iii)	Subsequent meal	10.05	10.60
15	29(iv)	Laundry Allowance	10.15	10.65

"Note": These allowances are contemporary for expense related allowances as at 30th March 2009 and for work related allowances are inclusive of adjustments in accordance with the July 2009 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 12 November 2009.

A. MACDONALD, 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 1644 of 2009)

Before Commissioner Ritchie

5 November 2009

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) State Wage Case adjustment- The rates of pay in this award include the adjustments payable under the State Wage Case 2009. 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, Table 2 - Rates of Pay - Allowances and Table 5 - Other Rates and Allowances of Part B, Monetary Rates and insert in lieu thereof the following:

Table 1 - Rates of Pay

	SWC 2008 Amount \$	SWC 2009 Adjustment %	SWC 2009 Amount \$
Support Operator - Grade 1	562.80	2.8	578.60
General Operations - Grade 2	571.90	2.8	587.90
Specialist Operator - Grade 3	642.90	2.8	660.90
Senior Operator - Grade 4	691.30	2.8	710.70

Table 2 - Rates of Pay - Apprentices

Apprentice - Rates of Pay Percentage of Specialist Operator Grade 3 - \$660.90		
1st year	60%	\$396.50
2nd year	65%	\$429.60
3rd year	75%	\$495.70
4th year	85%	\$561.80

Table 5 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2008	SWC 2009
1	18(b)	Meal Allowance	8.55 p/meal	8.95 p/meal
2	18(d)	Spending the night away from their homes/property on which they are employed	46.20 p/night	46.20 p/night
3	18(d)	Spending the night away from home/property were employed - apprentices	39.55 p/night	39.55 p/night
4	3(b)(iv)	Apprentices completing 3 years trade course	0.70 p/wk	0.72 p/wk

5	18(c)	Motor Vehicle Allowance	0.52 per km	0.52 per km
6	19(c)	First-aid allowance	2.10 p/day	2.15 p/day

"Note" These allowances are contemporary for expense related allowances as at 30 June 2009 and for work related allowances are inclusive of adjustment in accordance with the July 2009 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 5 November 2009.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

ELECTRICIANS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Electrical Trades Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1311 of 2009)

Before Commissioner Connor

2 November 2009

VARIATION

1. Delete subclause 8.7 of clause 8, Wage Rates, of the award published 14 March 2008 (365 I.G. 181), and insert in lieu thereof the following:
 - 8.7 The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These Adjustments may offset against:
 - 8.7.1 Any equivalent over-award payments, and/or
 - 8.7.2 Award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

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

	Former Rate Per Week	SWC 2009 Arbitrated Safety Net Adjustment	Total Per Week	*Supplementary Payment Per Week
	\$	%	\$	\$
Electrical Mechanic	615.70	2.8	632.90	30.10
Electric Fitter	615.70	2.8	632.90	30.10
Electrical Instrument Fitter	641.50	2.8	659.50	32.40
Electronics Tradesperson	689.60	2.8	708.90	55.60
Plant Electrician shall be paid the same rate of pay as a Leading Hand Electrical Mechanic. NOTE: The margin for a Plant Electrician, calculated as prescribed above, is	653.50	2.8	671.80	32.70
Radio Mechanic or Fitter	615.70	2.8	632.90	30.10
Refrigeration and/or Air Conditioning Mechanic or Fitter	615.70	2.8	632.90	30.10
Battery Fitter	615.70	2.8	632.90	30.10
Electrician in charge of plant having a capacity of less than 75kw	625.10	2.8	642.60	31.30
Electrician in charge of plant having a capacity of 75 kW or more	650.50	2.8	668.70	33.00
Linesworker	586.80	2.8	603.20	27.90

Linesworker special class	606.70	2.8	623.70	29.40
Tradesperson and/or Linesworkers Assistant	552.70	2.8	568.20	24.40

* The supplementary payment prescribed shall be paid to all employees other than employees engaged on construction work.

Table 2 - Additional Margins

Item No.	Clause No.	Brief Description	Amount \$
1	4.1.1	Qualified Supervisor Certificate (Electrician)	34.30 per week
2	4.1.1	Certificate of Registration (Electrician)	18.50 per week
3	4.1.1	Licence Reimbursement Allowance - NSW "Qualified Supervisor Certificate"	0.45 per week
4	4.1.2	Leading Hand Allowance	46.25 per week
5	4.1.3.1	Construction Work - In conditions peculiar to such work, i.e., dust blowing in the wind, etc.	24.45 per week
6	4.1.4.1	Construction Work - Special Allowance	86.55 per week
7	4.1.5	Ship Repair Work Tradespersons All other labour	13.65 per week 11.10 per week
8	4.1.6	Tradesperson and their assistants employed in large operating power houses	18.00 per week
9	4.1.7	Electrical Tradespersons employed at Australian Gypsum Ltd., Camellia	21.75 per week
10	4.2.1.1	Apprentices engaged on construction work - In conditions peculiar to such work, i.e., dust blowing in the wind, etc.	24.45 per week
11	4.2.1.2	Apprentices engaged on ship repairs	13.65 per week
12	4.2.1.3	Apprentices engaged on construction work - Year of Apprenticeship 1st year 2nd year 3rd year 4th year	Per Week 24.00 35.00 45.30 53.65
13	4.2.2.1	Trainee apprentices engaged on construction work in conditions peculiar to such work, i.e., dust blowing in the wind, etc.	24.45 per week
14	4.2.2.2	Trainee Apprentices engaged on ship repairs	13.65 per week
15	4.2.2.3	Trainee apprentices engaged on construction work- Year of Apprenticeship: 1st year 2nd year 3rd year 4th year	Per week 25.45 39.00 49.30 55.80
16	7.3.1	Tool Allowance	14.20 per week

Table 3 - Apprentice Rates

(i) Indentured Apprentices

(a) The minimum weekly rates of wages for apprentices shall be as follows:

	Former Rate per week \$	SWC 2009 Arbitrated Safety Net Adjustment %	Total per week \$
1st year	235.15	2.8	241.75
2nd year	319.10	2.8	328.05
3rd year	461.00	2.8	473.90
4th year	529.20	2.8	544.00

(ii) Trainee Apprentices

(a) The minimum weekly rates of wages for trainee apprentices shall be as follows:

	Former Rate per week \$	SWC 2009 Arbitrated Safety Net Adjustment %	Total per week \$
1st year	270.95	2.8	278.55
2nd year	363.10	2.8	373.25
3rd year	508.00	2.8	522.20
4th year	557.25	2.8	572.85

Table 4 - Expense Related Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	6.3.3	Motor Vehicle Allowance	0.64/km
2	6.4.3.1 & 6.4.3.2.1	Daily Average Excess Fares, Construction Work etc, Allowance	12.60 per day
3	6.4.3.2.2.3	Weekly Average Excess Fares Rate	60.00 per week
4	19.8 & 20.4.2.1	Meal Allowance	10.70 per meal
5	10.1	Living Away From Home Allowance	391.95 per week
6	10.4.3.1	Camping Allowance	16.65 per day

Table 5 - Work Related Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	14.1.1	Dirty Work Allowance	0.50 per hour
2	14.1.1.3	Ship Repair - Dirty Work Allowance	0.64 per hour
3	14.1.2	Confined Space Allowance	0.64 per hour
4	14.1.3	Insulation Material Allowance	0.64 per hour
5	14.1.4.1	Height Allowance - for each further 15 meters increase in height	0.54 per hour
	14.1.4.2	Bosun's chair or swinging scaffold allowance - for each further 15 meters increase in height	0.54 per hour 0.54 per hour
6	14.1.5.1	Wet Allowance	0.50 per hour
7	14.1.6.1	Hot Places Allowance - 46 degrees Celsius to 54 degrees Celsius - Where temperature exceeds 54 degrees Celsius	0.50 per hour 0.64 per hour
8	14.1.7	Cold Places Allowance	0.50 per hour

9	14.1.8	Explosive Powered Tool Allowance - minimum payment per day	1.35 per day
10	14.1.9.3	Toxic Substance Allowance Employees working in close proximity to employees so engaged with such substances	0.65 per hour 0.54 per hour
11	14.1.10.1 14.1.10.5	Underground Work Allowance Underground Work Allowance maximum 4 days or shifts per week	11.59 per week 2.32 per day or shift
12	14.1.11.1 14.1.11.2 14.1.11.3	Submarine Allowance - for work inside hull For work in other compartments listed in 4.1.11.2 For work inside "D", "O" and "R" tanks	0.90 per hour 1.51 per hour 1.80 per hour
13	14.1.12.4	Asbestos Allowance	1.80 per week
14	14.2.1	Pilkington - A.C.I. Operations Pty Ltd Electrical Workers Allowance Electrical Tradesmen's Assistants Allowance	30.75 per week 27.80 per week
15	14.2.2.1	AIS, JLA and BHP Construction Allowance	47.80 per week
16	14.2.2	Corrective Establishment Allowance	1.36 per hour
17	15.4.3	Up to and including 4 storey levels From 5 storey levels up to and including 15 storey levels From 16 storey levels up to and including 30 storey levels From 31 storey levels up to and including 45 storey levels From 46 storey levels up to and including 60 storey levels From 61 storey levels and above	Nil 45 cents per hour 49 cents per hour 58 cents per hour 71 cents per hour 79 cents per hour
18	16.1 16.2 16.3	Distant Places Allowance - Central Section Western Division Snowy Mountains Section	1.11 per day 1.86 per day 1.86 per day
19	29	First-aid Allowance	2.57 per day

3. This variation shall take effect from the first pay period to commence on or after 2 November 2009.

P. J. CONNOR, Commissioner

Printed by the authority of the Industrial Registrar.

GANGERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1662 of 2009)

Before Mr Deputy President Grayson

5 November 2009

VARIATION

1. Delete subclause (vii) of clause 2, Wages - Private Sector of the award published 25 January 2002 (330 I.G. 1143) and insert in lieu thereof the following:
 - (vii) The rates of pay in this award include the adjustments payable under the State Wage Case of 2009. 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 - Private Sector - Rates of Pay**

Item No.	Clause No.	Classification	Rate \$
Gangers in Charge of a gang which includes:			
1	2(i)(a)	Up to 9 persons	690.60
2	2(i)(b)	From 10 to 15 persons	700.60
3	2(i)(c)	16 persons or more	708.00
A Ganger in charge of 12 persons or more:			
4	2(ii)(a)	Plate Laying - Permanent way	721.00
5	2(ii)(b)	In tunnel, drive or shaft	721.00
The rates prescribed in subclause (ii) of clause 2, Wages - Private Sector are inclusive of a rate for supervising plant items.			
New South Wales, including the County of Yancowinna			
Less than 100 persons on time sheets -			
Timekeepers who are responsible for computing payments and allocating costs -			
6	2(v)	On works where cash orders or cheques for advance pay are issued	660.00
7		Where no cash order or pay cheques for advance pay are issued	650.50
8		Assistant or check-time keeper	640.50
9		Timekeepers and store-keepers (combined)	650.50
10		Storekeepers	648.90

New South Wales, including the County of Yancowinna			
100 persons or more on time sheets -			
Timekeepers who are responsible for computing payments and allocating costs -			
11	2(v)	On works where cash orders or cheques for advance pay are issued	665.00
12		Where no cash order or pay cheques for advance pay are issued	660.00
13		Assistant or check-time keeper	649.40
14		Timekeepers and store-keepers (combined)	660.00
15		Storekeepers	650.00

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	7(iv)(c)(1)	Return home up to 100 km	47.80
2	7(iv)(c)(1)	Each additional 10 km	2.05
3	7(v)	Meal while travelling	12.55
4	7(v)	Bed while travelling	59.00
5	13(ii)(a)(1)	Fares - persons not camped	1.42 per week 0.32 per day
6	13(ii)(a)(1)	Maximum Fares	3.33 per week
7	13(ii)(b)(1)	Travelling Allowance	Per Day
		More than 3 but not more than 10 km	5.10
		More than 10 but not more than 20 km	10.20
		More than 20 but not more than 30 km	15.35
		More than 30 but not more than 40 km	20.50
		More than 40 but not more than 50 km	25.15
		More than 50 but not more than 60 km	30.40
		More than 60 but not more than 70 km	35.35
		More than 70 but not more than 80 km	40.35
		More than 80 but not more than 90 km	44.50
		More than 90 but not more than 100 km	50.60
8	7(i)	Meal allowance	12.55
		Each subsequent meal	10.50
9	7(iii)	Meal allowance	12.55
Where gangs include one or more plant items, as defined, a Ganger shall be paid for each day or part thereof the following allowance:			
10	3(i)	Up to 3 major plant items	3.25
11	3(i)	4 to 5 major plant items	5.40
12	3(i)	6 or more major plant items	8.68
13	3(iv)(a)	Industry Allowance	24.45 per week
14	3(vi)	Inclement weather	27.44 per week
15	7(iv)(a)	Country Work	436.10 per week
16	16(i)	Distant Places	1.29 per day
17	16(i)	Western Division	1.90 per day
18	16(ii)	Distant Places	1.29 per day
19	16(iii)	Distant Places	1.90 per day
20	20(i)	Wet places	0.57 per hour
21	20(ii)	Water Depth	
		Over 457.2 mm	3.79 per day
		Over 914.4mm	4.55 per day
22	20(iii)	Slurry	0.52 per hour

23	21	Working in the rain	2.84 per day
24	26(ii)	First Aid	2.52 per day
25	28	Height Money	0.57 per hour

NOTE: Expense related allowances appearing in this award have been increased up to and including the respective CPI indexes as of 30 June 2009. Item 15 is adjusted in accordance with the General Construction and Maintenance, Civil and Mechanical Engineering (State) Award. Other allowances are inclusive of adjustments in accordance with the June 2009 State Wage Case decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 13 November 2009.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

(378)

SERIAL C7307

HORTICULTURAL INDUSTRY (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1645 of 2009)

Before Commissioner Ritchie

5 November 2009

VARIATION

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

6. Safety Net Commitments

The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:

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

Section 1 - Adult Employees

Farm Employee	Wage Rate per week \$	Ord. Time Base Hourly Rate \$	Casual Ord. Time Incl. 1/12 loading \$	Casual Ordinary Time Saturday \$	Casual Ordinary Time Sunday \$
Level 6	667.60	17.57	21.89	27.36	32.83
Level 5	660.90	17.39	21.67	27.09	32.51
Level 4	636.10	16.74	20.85	26.06	31.27
Level 3	627.60	16.52	20.58	25.73	30.87
Level 2	605.30	15.93	19.85	24.81	29.77
Level 1	583.00	15.34	19.11	23.89	28.67

Section 2 - Leading Hands

	SWC 2008 Amount \$	SWC 2009 Amount \$
More than 2 and not more than 10 employees	28.30 per week	29.10 per week
10 or more employees	42.40 per week	43.60 per week

Table 2 - Allowances

Item No	Clause No	Brief Description	SWC 2008 Amount \$	SWC 2009 Amount \$
1	2(3)(b)	Meal Allowance (per meal)	11.45	12.00
2	22(b)	Sleeping away from home (per night)	53.25	53.25
3	23(b)	Wet Money (per day)	4.15	4.25
4	25	First-Aid Allowance (per day)	2.55	2.60

Note: These allowances are contemporary for expense related allowances as at 30 June 2009 and for work related allowances are inclusive of adjustment in accordance with the July 2009 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 5 November 2009.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

LANDSCAPE GARDENERS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1646 of 2009)

Before Commissioner Ritchie

5 November 2009

VARIATION

1. Delete subclause (vii) of clause 2, Rates of Pay, of the award published 25 May 2001 (324 I.G, 1275) and insert in lieu thereof the following:
 - (vii) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
 - (i) any equivalent overaward payment; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

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

Classification	SWC 2008 Amount \$	SWC 2009 Adjustment %	SWC 2009 Amount \$
Landscape Gardener (100%)	642.90	2.8	660.90
Landscape Gardener (Assistant Tradesperson) (92%)	606.10	2.8	623.10
Labourer (83%)	567.10	2.8	583.00

Juniors	Percentage of the Adult Labourer's Rate Per Week
At 18 years of age under	80
At 19 years of age	90
At 20 years of age	100
Apprentices	Percentage of Tradesperson Rate
1st year	55
2nd year	65
3rd year	75
4th year	90

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	SWC 2008 Amount \$	SWC 2009 Amount \$
1	2(ii)	Leading Hand Allowance	19.15	19.70
2	6(I)	Meal Allowance	12.80	13.45
3	9	First Aid Allowance	11.70	12.05
4	13(iv)(a)	Country Work Allowance	370.80	370.80
5	13(vi)	Travelling Allowance:		
		Meals	12.80	13.45
		Accommodation	54.10	54.10

"Note": These allowances are contemporary for expense related allowances as at 30 June 2009 and for work related allowances are inclusive of adjustments in accordance with the July 2009 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 5 November 2009.

D.W. RITCHIE, Commissioner

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(347)

SERIAL C7325

**LANDSCAPE GARDENERS, &c., ON BUILDING AND GENERAL
CONSTRUCTION AND MAINTENANCE, CIVIL AND MECHANICAL
ENGINEERING (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1647 of 2009)

Before Commissioner Ritchie

5 November 2009

VARIATION

1. Delete subclause (viii) of clause 3, Wages of the award published 4 May 2001 (324 I.G. 540) and insert in lieu thereof the following:
 - (viii) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
 - (A) any equivalent overaward payment; and/or
 - (B) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

Classification	SWC 2008 Base Rate per week \$	SWC 2009 Adjustment %	SWC 2009 Base Rate per week \$	SWC 2009 Rate per hour \$
Landscape Gardener	643.00	2.8	661.00	19.55
Labourer	610.20	2.8	627.30	18.64

Table 2 - Other Rates and Allowances

Item. No	Clause No	Brief Description	SWC 2008 \$	SWC 2009 \$
1	3(ii)	Leading Hands Allowance - Loaded hourly rate		
		In charge of not more than one person	15.80 (0.42)	16.25 (0.43)
		In charge of two and not more than five persons	34.55 (0.90)	35.50 (0.93)
		In charge of six and not more than ten persons	44.05 (1.15)	45.30 (1.18)
		In charge of over ten persons	58.50 (1.54)	60.15 (1.58)

2	3(iii)	Landscape Gardeners' Tool Allowance	25.10	25.45
3	3(iv)	Disabilities Allowance	24.20	24.90
4	3(v)	Travel Pattern Loading	8.85 p.w.	9.10 p.w.
5	3(vii)	Sick Leave Payment	0.7015	0.7211
6	5(i)	Fares and Travelling Time Allowance	15.40	16.50
7	5(i)	Excess fares - where transport provided to and from a point at not more than 3.2 km from the employee's residence	5.90	6.30
8	5(ii)	Wet Places and Slurry Allowances -		
	5(ii)(a)(1)	Employees working in wet places	0.55	0.57
	5(ii)(a)(3)	Employees required to work in water to a depth of:		
	(A)	- over 45.7 cm	3.70	3.80
	(B)	- over 91.4 cm	4.45	4.55
	5(ii)(b)	Employees working in slurry	0.55	0.57
9	5(iii)	Confined Spaces Allowance	0.69	0.71
10	5(iv)	Distant Places Allowance - Working in		
	(a)	Districts west and north of an excluding State Highway No. 17 from Tocumwal to Gilgandra, State Highway No. 11 to Tamworth, Yetman, Boggabilla etc Western Division of the State	1.16/day 1.92/day	1.19/day 1.97/day
	(b)	Area bounded by Snowy River to Dalgety, Berridale, Adaminable, Blowering, Walaregang and on to the Murray River	1.92/day	1.97/day
11	5(v)	Height money allowance	0.55/hr	0.57/hr
12	5(vi)	Employees lifting other than standard bricks -		
		Where the blocks weigh over 5.5 kg and under 9 kg	0.55	0.57
		9 kg or over and up to 18 kg	1.01	1.04
		18 kg	1.40	1.44
13	5(vii)	Cleaning Down Brickwork Allowance	0.50	0.51
14	5(viii)	Kosciusko National Park - Site Allowance	2.28	2.34
15	14	Meal Allowance -		
		After working one and a half hours overtime	12.00	12.60
		After the completion of each four hours on continuous overtime	10.00	10.50
16	20(iv)(a)	Distant Work Allowance (seven days)	414.85	414.85
	(c)(i)	Broken parts of the week	48.05	48.05
17	20(vi)	Meal whilst travelling	12.00	12.60
18	20(vi)	Bed Allowance whilst travelling	59.05	59.05
19	21(b)	First-Aid allowance	2.46	2.53

"Note": These allowances are contemporary for expense related allowances as at 30 June 2009, other than Items 6 and 7 which are adjusted in accordance with the NBCIA, and for work related allowances are inclusive of adjustments in accordance with the July 2009 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 5 November 2009.

D.W. RITCHIE, Commissioner

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LAUNDRY 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 1764 of 2009)

Before Commissioner Bishop

17 November 2009

VARIATION

1. Delete subclause (ii), of clause 5, Skilled Based Classification Structure of the award published 8 February 2002 (331 I.G. 63), and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Current Amount \$	SWC 2009 Adjustment \$	SWC 2009 Amount \$
Level One Employee	554.10	15.51	569.60
Level Two Employee	575.70	16.11	591.80
Level Three Employee	601.80	16.85	618.70
Level Four Employee	619.10	17.33	636.40

Table 2- Other Rates and Allowances

Item No.	Clause No.	Description	Current Amount \$	SWC 2009 Amount \$
1	4(iii)(c)	Leading Hand Allowance 3 to 10 employees Over 10 employees	24.90 p/wk 40.80 p/wk	25.60 41.95
2	16(iv)	Meal Allowance	8.90	9.40
3	32(ii)	First Aid	1.90	1.95

"Note": These allowances are contemporary for expense related allowances as at 30 March 2009 and for work related allowances are inclusive of adjustment in accordance with the July 2009 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 11 December 2009.

E. A. R. BISHOP, Commissioner

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MARGARINE MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1759 of 2009)

Before Commissioner Macdonald

17 November 2009

VARIATION

1. Delete subclause (viii) of clause 2, Rates of Pay of the award published 11 April 2008 (365 I.G. 490), and insert in lieu thereof the following:
 - (viii) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
 - (i) any equivalent overaward payment; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

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

Classification	Current Rate \$	SWC 2009 Adjustment \$	SWC 2009 Rate \$
Refinery Operator and Process Operator (96%)	623.50	17.46	641.00
Assistant Refinery Operator and Seeding Plant Operator (92.4%)	607.90	17.02	624.90
Assistant Seeding Plant Operator, Assistant Process Plant Operator and Packaging Plant Operator (89%)	597.10	16.72	613.80
All Others (83%)	567.70	15.90	583.60

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Current Amount \$	SWC 2009 Amount \$
1	2(iv)	Removing grease by Anderson Kerrick or similar Steam method per hour	0.47	0.48
2	2(v) (a) 2(v) (b)	Cleaning pits, tanks, vats, sumps and/or drains per hour Continuously employed in the above per week	0.81 18.95	0.83 19.50
3	2(vi)	Clothing Allowance per week	2.45	2.55
4	2(iii)	Leading Hands (per week)		
	(a)	21.00	21.00	21.60
	(b)	26.20	26.20	26.90
	(c)	31.30	31.30	32.20
	(d)	39.00	39.00	40.10

5	7(i)	Meal Allowance			
		(a)	9.20	9.20	9.70
		(b)	9.20	9.20	9.70
		(c)	9.20	9.20	9.70
6	19	First Aid Allowance per day or shift		2.65	2.70

Note: These allowances are contemporary for expense related allowances as at 30 March 2009 and for work related allowances are inclusive of adjustment in accordance with the July 2009 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 30 November 2009.

A. MACDONALD, Commissioner

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(039)

SERIAL C7318

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 1768 of 2009)

Before Commissioner Macdonald

19 November 2009

VARIATION

1. Delete paragraphs 5.1.1(c), and 5.1.1(d), of clause 5, 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	242.80	568.20	14.95
Level C13	299.50	42.60	236.40	578.50	15.22
Level C12	319.20	45.40	237.90	602.50	15.86
Level C11	337.40	48.10	239.40	624.90	16.44
Level C10	365.20	52.00	243.70	660.90	17.39
Level C9	383.50	54.60	245.20	683.30	17.98
Level C8	401.70	57.20	246.60	705.50	18.57
Level C7	420.00	59.80	246.00	725.80	19.10
Level C6	456.50	65.00	248.80	770.30	20.27
Level C5	474.80	67.60	250.30	792.70	20.86
Level C4	493.00	70.20	251.70	814.90	21.44
Level C3	529.50	75.40	254.60	859.50	22.62
Level C2(a)	547.80	78.00	256.00	881.80	23.21
Level C2(b)	584.30	83.20	254.60	922.10	24.27
Level C1(a)	657.40	93.60	260.30	1,011.30	26.61
Level C1(b)	766.90	109.20	269.00	1,145.10	30.13

(d) State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2009. 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	660.90	277.58	7.30
Second Year	55	660.90	363.50	9.57
Third Year	75	660.90	495.68	13.04
Fourth Year	88	660.90	581.59	15.31

3. Delete the Table 1 - Adult Apprentice Rates of Pay, 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	505.10
Second	568.20
Third	578.50
Fourth	602.50

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	578.50	212.89
At 16 years of age	47.3	578.50	273.63
At 17 years of age	57.8	578.50	334.37
At 18 years of age	68.3	578.50	395.12
At 19 years of age	82.5	578.50	477.26
At 20 years of age	97.7	578.50	565.19

A junior employee of 18 years of age or more shall be paid 43 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	578.50	212.89
At 16 years of age	47.3	578.50	273.63
At 17 years of age	68.3	578.50	395.12
At 18 years of age	83.0	578.50	480.16
At 19 years of age	98.8	578.50	571.56

5. Delete the amount "\$69.00" 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:

\$71.00

6. Delete the amount "\$69.00" appearing in paragraph 5.8.9(iii) of clause 5.8, Supported Wage System for People with Disabilities, of the said Part 5 and insert in lieu thereof the following:

\$71.00

7. Delete 5.9.1(f) 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	29.25 per week 43.70 per week 55.60 per week
2	5.9.1(b)	Ship Repairing Tradespersons All other employees	13.30 per week 10.75 per week
3	5.9.1(c)	Multi-Storey Building	21.00 per week
4	5.9.1(d)	Tool Allowance	14.35 per week

8. Delete 5.9.2(g) of clause 5.9, Allowances and Special Rates, of the said Part 5 and insert in lieu thereof the following:

5.9.2(g) Other Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5.9.2(a)	Motor Allowance	71 cents per km travelled
2	5.9.2(b)	First Aid Allowance	13.30 per week
3	5.9.2(c) 5.9.4(b)(iv) & 6.4.11	Meal Allowance	11.45

9. Delete 5.9.3(s) of clause 5.9, Allowances and Special Rates of the said Part 5 and insert in lieu thereof the following:

5.9.3(s) Special Rates

Item No.	Clause No.	Brief Description	Amount \$
1	5.9.3(c)	Cold Places	49 cents per hour extra
2	5.9.3(d)	Hot Places Between 46 and 54 celsius In excess of 54 celsius	50 cents per hour extra 66 cents per hour extra
3	5.9.3(e)	Wet Places	50 cents per hour extra
4	5.9.3(f)	Confined Spaces	66 cents per hour extra
5	5.9.3(g)	Dirty Work Ship Repair Work All other work	66 cents per hour extra 50 cents per hour extra
6	5.9.3(h)	Height Money	36 cents per hour extra
7	5.9.3(i)	Meat Digesters and Oil Tanks	50 cents per hour extra
8	5.9.3(j)	Sanitary Works	34 cents per hour extra
9	5.9.3(k)	Insulation materials	65 cents per hour extra
10	5.9.3(l)	Slaughtering Yards	36 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	36 cents per hour extra 1.33 per hour extra
12	5.9.3(n)	Explosive Powered Tools	1.34 per day extra
13	5.9.3(o)	Ships in Dock	36 cents per hour extra
14	5.9.3(p)	Foundry Allowance	37 cents per hour worked
15	5.9.3(q)	Boiling Down works	36 cents per hour
16	5.9.3(r)	Lead Works	36 cents per hour

10. This variation shall take effect from the beginning of the first pay period on or after 19 November 2009.

A. MACDONALD, Commissioner

Printed by the authority of the Industrial Registrar.

METER READERS AND FIELD OFFICERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1786 of 2009)

Before Commissioner Macdonald

20 November 2009

VARIATION

1. Delete subclause (i) of 18, State Wage Case, of the award published 2 September 2005 (353 I.G. 522) and insert in lieu thereof the following:
 - (i) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. 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	SWC 2008 weekly rate of pay \$	SWC 2009 Adjustment \$	SWC 2009 Amount \$
1. Probationary Meter Reader	577.15	16.16	593.30
2. Meter Reader	637.30	17.84	655.15
3. Senior Meter Reader	676.40	18.94	695.35
4. Special Meter Reader/ Field Officer	715.30 2.29 (per hour)	20.03	735.35 2.35 (per hour)
5. Team Leader	731.65	20.49	752.15

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Allowance	SWC 2008 \$	SWC 2009 \$
1	14 (ii)	Meal Breaks	10.20	10.80
2	20(i)	All Purpose	0.54 per hour	0.55per hour
3	20(ii)	First -Aid	12.55 per week	12.90 per week
4	20(iv)	Vehicle	0.68 per km	0.68 per km
5	20(v)	Accommodation	410.45 per week	410.45 per week
6	20(vi)	Mobile Phone	11.55 per week	11.85 per week
7	21(ii)(d)	Walking Shoes	1.20 per week	1.25 per week

NOTE: These allowances are contemporary for expense related allowances as at 30 March 2009 and for work related allowances are inclusive of adjustments in accordance with the July 2009 State Wage Case Decision in 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 20 November 2009.

A. MACDONALD, Commissioner

Printed by the authority of the Industrial Registrar.

(471)

SERIAL C7308**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 1648 of 2009)

Before Commissioner Ritchie

5 November 2009

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 2009. 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	583.00	15.34	2.30	1.47	19.11
Farm Employee Level 2	613.80	16.15	2.42	1.55	20.12
Farm Employee Level 3	629.80	16.57	2.49	1.59	20.65
Farm Employee Level 4	638.60	16.81	2.52	1.61	20.94

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	9.10 9.10
2	19(2)	First-Aid	2.15 per day or shift

"Note": These allowances are contemporary for expense related allowances as at 30 June 2009 and for work related allowances are inclusive of adjustment in accordance with the July 2009 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 5 November 2009.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

NSW ABORIGINAL LAND COUNCIL STAFF AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1664 of 2008)

Before Commissioner McKenna

6 November 2009

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

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Parties to the Award
5.	Award History
6.	Coverage
7.	Statement of Intent
8.	Work Environment
9.	Grievance and Dispute Settling Procedures
10.	Employment Termination Procedures
11.	Local Arrangements
12.	Working Hours
13.	Morning and Afternoon Breaks
14.	Meal Breaks
15.	Variation of Hours
16.	Natural Emergencies and Major Transport Disruptions
17.	Assistance with Transport
18.	Notification of Absence from Duty
19.	Public Holidays
20.	Standard Working Hours
21.	Flexible Working Hours
22.	Non-Compliance
23.	Excess Travelling Time
24.	Waiting Time
25.	Travelling Allowances - General
26.	Meal Expenses on one day Journeys
27.	Travelling Allowances when staying in Non NSWALC Provided Accommodation
28.	Travelling Allowances when staying in NSWALC Provided Accommodation
29.	Restrictions on Payment of Travelling Allowances
30.	Increase or Reduction in Payment of Travelling Allowances
31.	Production of Receipts
32.	Travelling Distance
33.	Allowance Payable for Use of Private Motor Vehicle
34.	Damage to Private Motor Vehicle Used for Work

35. Overseas Travel
36. Exchanges
37. Compensation for Damage to or Loss of Staff Member's Personal Property
38. Garage and Carport Allowance
39. First Aid Allowance
40. Review of Allowances Payable in terms of this Award
41. Trade Union Activities Regarded as on Duty
42. Trade Union Activities Regarded as Special Leave
43. Trade Union Training Courses
44. Conditions applying to On-Loan Arrangements
45. Period of Notice for Trade Union Activities
46. Access to facilities by Trade Union Delegates
47. Responsibilities of the Trade Union Delegate
48. Responsibilities of the Trade Union
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50. Right of Entry Provisions
51. Travelling and Other Costs of Trade Union Delegates
52. Industrial Action
53. Consultation and Technological Change
54. Deduction of Trade Union Membership Fees
55. Leave - General Provisions
56. Absence from Work
57. Applying for Leave
58. (Deleted)
59. Long Service Leave
60. Family and Community Service Leave
- 60A. Bereavement Leave
61. Leave without Pay
62. (Deleted)
63. Observance of Essential Religious or Cultural Obligations
64. Parental Leave
65. Recreation Leave
66. Annual Leave Loading
67. Sick Leave
68. Sick Leave - Requirements for Medical Certificate
69. Sick Leave to Care for a Family Member
70. Sick Leave - Workers Compensation
71. Sick leave - Claims other than Workers Compensation
72. Special Leave
73. Staff Development and Training Activities
74. Study Assistance
75. Overtime - General
76. Rate of Payment for Overtime
77. Recall to Duty
78. Overtime Meal Breaks
79. Overtime Meal Allowances
80. Payment for Overtime or Leave in Lieu
81. Calculation of Overtime
82. Review of Overtime Meal Allowances
83. Provision of Transport in Conjunction with Working of Overtime
84. Salary Sacrifice
85. Anti-Discrimination
- 85A. Secure Employment
86. Salary and Wages
87. No Extra Claims
88. Leave Reserved

89. Redundancy Provisions
90. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Allowances

Table 2 - Rates of Pay

2. Title

This award shall be known as the NSW Aboriginal Land Council Staff Award 2009.

3. Definitions

"Act" means the *Aboriginal Land Rights Act* 1983 (NSW).

"Accumulation" means the accrual of leave or time. In respect of weekly study time "accumulation" means the aggregation of short periods of weekly study time which is granted for private study purposes.

"Agreement" means an agreement as defined in the *Industrial Relations Act* 1996.

"Approved Course" means a course relevant to the employment of the staff member in the New South Wales Aboriginal Land Council and approved by the Chief Executive Officer.

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

"At the convenience of" means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.

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

"Birth" means the birth of a child and includes stillbirth.

"Capital City rate" means the travelling allowance rate applicable within the Sydney Telephone District or within a corresponding area in the Capital City of another State or Territory.

"Casual Employee" means an employee engaged on a day to day basis or hour per hour.

"Casual rate" means the appropriate rate payable in respect of a motor vehicle maintained by the staff member for private purposes but which the staff member may elect to use with the approval of the Chief Executive Officer for occasional travel on official business, subject to the allowance paid for such travel not exceeding the cost of travel by public or other available transport.

"Chief Executive Officer" means the chief administrative officer of the NSW Aboriginal Land Council or a person authorised by the Chief Executive Officer.

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

"Daily rate" or "Rate per day" means the rate payable for 24 hours, unless otherwise specified.

"Daily span of hours" means, for a staff member required to work standard hours, the full time standard hours defined in this award. For a staff member required to work flexible hours, the "daily span of hours" means the

hours which normally fall within the bandwidth of the scheme applicable to the staff member and which do not attract payment for overtime, unless otherwise prescribed in this award.

"Day worker" means a staff member, who works the ordinary hours from Monday to Friday inclusive between the hours of 7.30 am. and 6.00 pm. or as negotiated under a local arrangement.

"Expected date of birth", in relation to a staff member who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the staff member to give birth as a result of the pregnancy.

"Extended Leave" means extended (long service) leave to which a staff member is entitled under the provisions of Schedule 3 Section 55 of the *Public Sector Employment and Management Act 2002*, as amended from time to time.

"Flexible working hours credit" means the time exceeding the contract hours for a settlement period and includes any time carried over from a previous settlement period or periods.

"Flexible working hours debit" means the contract hours not worked by a staff member and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period or periods.

"Flexible working hours scheme" means the scheme outlined in the NSW Aboriginal Land Council Flexitime Working Hours Policy as it applies to professional and administrative staff.

"Flex leave" means a period of leave available to be taken by a staff member as specified in subclause (n) of clause 21 Flexible Working Hours of this award.

"Full day" means the standard full time contract hours for the day, i.e., seven or eight hours depending on the classification of the staff member.

"Full pay" or "half pay" means the staff member's ordinary rate of pay or half the ordinary rate of pay respectively.

"Full-time contract hours" means the standard weekly hours, i.e., 35 hours per week, depending on the classification, required to be worked as at the date of this award.

"Full-time position" means a position which is occupied, or if not for being vacant, would be occupied, by a full-time staff member.

"Full-time staff member" means a staff member whose ordinary hours of duty are specified in this award.

"Half day" means half the standard contract hours for the day.

"Headquarters" means the centre to which a staff member is attached or from which a staff member is required to operate on a long-term basis.

"Industrial action" means industrial action as defined in the *Industrial Relations Act 1996*.

"Local Arrangement" means an agreement reached at the organisational level between the Chief Executive Officer and the Public Service Association in terms of clause 11, Local Arrangements of this award.

"Long Service Leave" means long service leave to which a staff member is entitled under the provisions of the *Long Service Leave Act 1955*.

"Normal hours of duty" means:

for a staff member working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;

for a staff member working under a flexible working hours scheme or local arrangement negotiated under Clause 11 - Local Arrangements - the hours of duty the Chief Executive Officer requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.

"Normal work" means, for the purposes of subclause (ix) of clause 9, Grievance and Dispute Settling Procedures of this award, the work carried out in accordance with the staff member's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the

"Official business rate" means the appropriate rate of allowance payable for the use of a private motor vehicle where no other transport is available and such use is directed by the Chief Executive Officer and agreed to by the staff member or where the staff member is unable to use other transport due to a disability.

"Official overseas travel" means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.

"On duty" means the time required to be worked for the NSW Aboriginal Land Council. For the purposes of Clause 41 - Trade Union Activities Regarded as on Duty of this award, "on duty" means the time off with pay given by the New South Wales Aboriginal Land Council to the accredited union delegate to enable the union delegate to carry out legitimate trade union activities during ordinary work hours without being required to lodge an application for leave.

"On loan" means an arrangement between the NSW Aboriginal Land Council and the Public Service Association where a staff member is given leave of absence from the workplace to take up employment with the staff member's trade union for a specified period of time during which the Public Service Association is required to reimburse the New South Wales Aboriginal Land Council for the staff member's salary and associated on-costs.

"On special leave" means the staff member is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this 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 in a local arrangement made pursuant to the provisions of clause 11, Local Arrangements of this award 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 7 hours after finishing overtime or before commencing overtime.

"Partner" means a person living with the staff member as the partner of that staff member on a bona fide domestic situation.

"Part-time entitlement", unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement.

"Part-time hours" means the hours which are less than the hours which constitute full-time work under the relevant industrial instrument.

"Part-time position" means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.

"Part-time staff member" means a staff member whose ordinary hours of duty are specified as part-time in a formal industrial instrument or whose contract hours are less than the full-time hours.

"Prescribed ceasing time" means, for a staff member working standard hours, the conclusion of daily standard hours for that staff member. For a staff member working under a flexible working hours' scheme, "prescribed ceasing time" means the conclusion of bandwidth of the scheme applying to that staff member.

"Prescribed starting time" means, for a staff member not working under a flexible working hours scheme, the commencement of standard daily hours of that staff member. For a staff member working under a flexible working hours scheme, "prescribed starting time," means the commencement of bandwidth of the scheme applying to that staff member.

"Public holiday" means a day proclaimed as a public holiday. This definition 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.

"Recall to duty" means those occasions when a staff member is directed to return to duty outside the staff member's ordinary hours or outside the bandwidth in the case of a staff member working under a flexible working hours scheme.

"Relief staff" means staff employed on a temporary basis to provide relief in a position until the return from authorised leave of the substantive occupant or in a vacant position until it is filled substantively.

"Residence", in relation to a staff member, means the ordinary and permanent place of abode of the staff member.

"Secondment" means an arrangement agreed to by the Chief Executive Officer, the staff member and another public service department, a public sector organisation or a private sector organisation which enables the staff member to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of secondment.

"Staff Member" means a casual, temporary or permanent employee of the NSW Aboriginal Land Council and includes both full-time and part-time staff employed by the NSW Aboriginal Land Council other than the Chief Executive Officer and all Station and Farm Managers and all other employees within the scope of the Pastoral Employees (State) Award. For the purposes of Clause 62 Maternity Leave of this award, "staff member" means a female staff member.

"Short leave" means the leave which was available to be granted to staff in the case of pressing necessity and which was replaced by the family and community service leave from 20 September 1994.

"Standard hours" are set and regular hours of operation as determined by the Chief Executive Officer. Standard hours are generally the hours which were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the NSW Aboriginal Land Council since the introduction of flexible working hours.

"Standby" means an instruction given by the Chief Executive Officer to a staff member to be available for immediate contact in case of an authorised call-out requiring the performance of duties.

"Study leave" means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Chief Executive Officer, if the activities to be undertaken are considered to be of relevance or value to the NSW Aboriginal Land Council.

"Study Time" means the time allowed off from normal duties on full pay to a staff member who is studying in a part-time course which is of relevance to the NSW Aboriginal Land Council.

"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.

"Temporary employee" is an employee engaged for a specific task and/or period of time and shall be entitled to the same conditions as a permanent employee on a pro rata basis.

"Temporary work location" means the place at or from which a staff member temporarily performs official duty if required to work away from headquarters.

"Trade Union" or "Union" means a registered trade union, as defined in the *Industrial Relations Act 1996*.

"Trade Union Delegate" means an accredited union delegate responsible for his/her workplace; and/or a person who is elected by the trade union as its representative, an executive member or a member of the union's Council.

"Trade Union Official" means a person who is employed by the union to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or staff members placed on loan to the union for an agreed period of time.

"Workplace" means the NSW Aboriginal Land Council or, as the case may be, a branch or section of the organisation in which the staff member is employed.

"Workplace Management" means the Chief Executive Officer or any other person authorised by the Chief Executive Officer to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.

4. Parties to the Award

The parties to this Award are the NSW Aboriginal Land Council and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

5. Award History

The first award was made following the passing and proclamation on 25 October 2002 of the *Aboriginal Land Rights Amendment Act 2001* (NSW), amending the *Aboriginal Land Rights Act 1983*. The Award was made as reflective of the current conditions of employment as agreed between the parties taking into account the transition from the public sector to the private sector. The Award also provided for the regulation of wages and salaries. The Award sought to preserve the position applying as at 25 October 2002 subject to specific leave reserved granted to the parties to pursue during the currency of the Award wage and salary adjustment and classification structuring conducive to the future needs of the NSW Aboriginal Land Council in accordance with the procedures so established in Clause 88 Leave Reserved.

6. Coverage

The provisions of this award shall apply to all employees of the NSW Aboriginal Land Council other than the Chief Executive Officer and all Station and Farm Managers and all other employees of the NSW Aboriginal Council within the scope of the Pastoral Employees (State) Award.

7. Statement of Intent

This award aims to consolidate, in the one document, all conditions of employment of staff employed by the NSW Aboriginal Land Council.

8. Work Environment

- (i) Occupational Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces in NSW Aboriginal Land Council by:
 - (a) the development of policies and guidelines for the NSW Aboriginal Land Council on Occupational Health, Safety and Rehabilitation;
 - (b) consultative mechanisms and structures being established within the NSW Aboriginal Land Council to identify and introduce safe systems of work, safe work practices, working environments; to develop strategies to assist the rehabilitation of injured staff members; and to determine the level of responsibility to achieve these objectives. This will assist to achieve the

objects of the *Occupational Health and Safety Act 2000* and the Regulations and Codes of Practice made under the Act;

- (c) identifying training strategies for staff members, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
 - (d) directly involving the Chief Executive Officer in the provisions of paragraphs (a) to (c) inclusive of this subclause.
- (ii) Equality in employment - The NSW Aboriginal Land Council is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.
 - (iii) Harassment-free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or carer's responsibility is unlawful in terms of the *Anti-Discrimination Act 1977*. Management and staff of the NSW Aboriginal Land Council are required to refrain from, or being party to, any form of harassment in the workplace.

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 NSW Aboriginal Land Council, if required.
- (ii) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (iv) 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.
- (v) The Chief Executive Officer may refer the matter to an independent person for consideration.
- (vi) 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.
- (vii) A staff member, at any stage, may request to be represented by the Association.
- (viii) The Association 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.
- (ix) Whilst the procedures outlined in subclauses (i) to (viii) 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.

10. Employment Termination Procedures

- (i) Cessation of Employment - In order to cease employment, the employer or the employee shall give one (1) weeks notice or forfeiture of one (1) week's pay as the case may be.
- (ii) Abandonment of Employment - an employee who is absent from duty without authorisation for a period exceeding three (3) continuous days is to be mailed or couriered a certified letter to their last known

address requesting the reason for the absence; directing the employee to resume duty within a specified time, and advising of the prospect of termination if the direction is not followed.

- (iii) If the employee does not resume duty within the specified period or fails to provide a satisfactory reason for their unauthorised absence the Chief Executive Officer may terminate the person's employment.
- (iv) Summary Dismissal - the NSW Aboriginal Land Council shall have the right to dismiss an employee without notice for conduct that justifies instant dismissal.

11. Local Arrangements

- (i) Local arrangements, as specified in this award, may be negotiated between the Chief Executive Officer and the Public Service Association in respect of the NSW Aboriginal Land Council.
- (ii) All local arrangements negotiated between the NSW Aboriginal Land Council and Public Service Association must be contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument.

12. Working Hours

- (a) The working hours of staff and the manner of their recording, shall be as determined from time to time by the Chief Executive Officer. Such direction will include the definition of full time contract hours as contained in clause 3, Definitions of this award.
- (b) The staff member in charge of an unit or branch will be responsible to the Chief Executive Officer for the proper observance of hours of work and for the proper recording of such attendance.
- (c) The Chief Executive Officer may require a staff member to perform duty beyond the hours determined under subclause (a) of this clause but only if it is reasonable for the staff member to be required to do so. In determining what is reasonable, the staff member's prior commitments outside the workplace, particularly the staff member's family responsibilities, community obligations or study arrangements shall be taken into account. Consideration shall be given also to 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 application of hours of work is subject to the provisions of this clause.
- (e) The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.
- (f) The Chief Executive Officer shall ensure that all staff members employed in the NSW Aboriginal Land Council are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

13. Morning and Afternoon Breaks

Staff members may take a 10 minute morning break, provided that the discharge of the NSW Aboriginal Land Council business is not affected and, where practicable, they do so out of the view of the public contact areas. Staff members, may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

14. Meal Breaks

Meal breaks must be given to and taken by staff members. No staff member shall be required to work continuously for more than 5 hours without a meal break, provided that:

- (1) where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the staff member agrees. If the staff member requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and

- (2) where the nature of the work of a staff member or a group of staff members is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Chief Executive Officer and the Public Service Association to provide for payment of a penalty.

15. Variation of Hours

If the Chief Executive Officer is satisfied that a staff member is unable to comply with the general hours operating in the NSW Aboriginal Land Council because of limited transport facilities, urgent personal reasons, community or family reasons, the Chief Executive Officer may vary the staff member's hours of attendance on a one off, short or long-term basis, subject to the following:

- (1) the variation does not adversely affect the operational requirements;
- (2) there is no reduction in the total number of daily hours to be worked;
- (3) the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
- (4) a lunch break of one hour is available to the staff member, unless the staff member elects to reduce the break to not less than 30 minutes;
- (5) no overtime or meal allowance payments are made to the staff member, as a result of an agreement to vary the hours;
- (6) ongoing arrangements are documented; and
- (7) the Public Service Association is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

16. Natural Emergencies and Major Transport Disruptions

- (a) A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
 - (1) apply to vary the working hours as provided in Clause 15 - Variation of Hours of this award; and/or
 - (2) negotiate an alternative working location with the NSW Aboriginal Land Council; and/or
 - (3) take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

17. Assistance With Transport

The extent of any assistance by the NSW Aboriginal Land Council with transport of a staff member between the workplace and residence or part of the distance involved, shall be determined by the Chief Executive Officer according to the provisions contained in Clause 83 - Provision of Transport in Conjunction with Working of Overtime of this award.

18. Notification of Absence from Duty

- (a) If a staff member is to be absent from duty, other than on authorised leave, the staff member must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.
- (b) If a staff member is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the Chief Executive Officer, the amount representing the period of absence shall be deducted from the staff member's pay.

- (c) The Supervisor must notify the Human Resources Unit within 24 hours for the purposes of clause 18(b) of this award.

19. Public Holidays

- (a) Unless directed to attend for duty by the Chief Executive Officer, a staff member is entitled to be absent from duty on any day which is:
- (1) a public holiday throughout the State; or
 - (2) National Aboriginal & Islanders day of Commemoration (NAIDOC); or
 - (3) such days as deemed by the Chief Executive Officer to be days of national Aboriginal significance.

20. Standard Working Hours

- (a) Standard hours are set and regular with an hour for lunch and, if worked by the staff member under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part-time.
- (b) Urgent Personal Business - Where a staff member requires to undertake urgent personal business, appropriate leave or time off may be granted by the Chief Executive Officer. Where time off has been granted, such time shall be made up as set out in subclause (d) of this clause.
- (c) Late Attendance - If a staff member is late for work, such staff member must either take appropriate leave or, if the Chief Executive Officer approves, make the time up in accordance with subclause (d) of this clause.
- (d) Making up of Time - The time off taken in circumstances outlined in subclauses (b) and (c) of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the staff member and the Chief Executive Officer.

21. Flexible Working Hours

- (a) Unless a local arrangement has been negotiated as provided in Clause 11 - Local Arrangements of this award, a flexible working hours scheme in terms of this subclause may operate in the NSW Aboriginal Land Council or a unit/branch of the organisation, in accordance with the NSW Aboriginal Land Council Flexible Working Hours Policy and, subject to operational requirements, as determined by the Chief Executive Officer.
- (b) Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in the NSW Aboriginal Land Council, shall be extended to a staff member working under a part-time work arrangement. Except for provisions contained in subclauses (j) and (l) of this clause, all other provisions under this subclause shall be applied pro rata to a staff member working under a part-time work arrangement.
- (c) Exclusions - Flexible working hours shall not apply to staff members who work as a:
casual employee or
under permanent standard hours; or
trainee; or
staff members engaged on Rural Properties.
- (d) Attendance - A staff member's attendance outside the hours of a standard day but within the bandwidth shall be subject to the availability of work.

- (e) Bandwidth - The bandwidth shall be between the hours of 7.30a.m. and 6.00p.m., unless a different time span has been negotiated under a local arrangement in terms of clause 11, Local Arrangements of this award.
- (f) Coretime - The coretime shall be between the hours of 9.30a.m. and 3.30p.m, excluding the lunch break, unless other arrangements have been negotiated under a local arrangement in terms of clause 11, Local Arrangements of this award.
- (g) Lunch break - The standard lunch period shall be 1 hour. With the approval of the supervisor, the lunch period may be extended by the staff member up to 2 hours or reduced to not less than 30 minutes within the span of hours determined by the Chief Executive Officer. Where a local arrangement has been negotiated in terms of clause 11, Local Arrangements of this award, the lunch break shall be taken in accordance with such local arrangement.
- (h) Settlement period - Unless a local arrangement has been negotiated in terms of clause 11, Local Arrangements of this award, the settlement period shall be four weeks.
 - (1) For time recording purposes the settlement period and flex leave must coincide.
 - (2) Where exceptional circumstances apply, eg prolonged transport strikes, adverse weather conditions and the like, the Chief Executive Officer may extend the affected settlement period by a further 4 weeks.
- (i) Contract hours - The contract hours for a settlement period shall be calculated by multiplying the staff member's weekly contract hours by the number of weeks in a settlement period.
- (j) Flexible working hours credit - A staff member may carry a maximum of 10 hours credit into the next period. Time accumulated in excess of 10 hours at the end of a settlement period shall be forfeited. Local arrangements in terms of clause 11, Local Arrangements of this award may be negotiated in respect of the carry over of the maximum flexible hours credit and the banking of any accumulated time.
- (k) The NSW Aboriginal Land Council shall ensure that a staff member does not forfeit excess credit hours at the conclusion of settlement periods as a result of reasonable requests for flex leave being refused or the staff member being directed by the supervisor to work long hours within the bandwidth. Hours worked are to be monitored by the staff member and supervisor to ensure that, as a far as possible, excess credit and debit hours are avoided.
- (l) Flexible Working Hours Debit - The following provisions shall apply to the carry over of flexible working hours debits, unless a local arrangement has been negotiated in terms of clause 11, Local Arrangements of this award:
 - (1) A debit of up to 10 hours at the end of a settlement period may be carried over into the next period.
 - (2) Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the staff member elects to be granted available recreation or extended leave to offset the excess.
 - (3) Any debit of hours outstanding on a staff member's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation/extended leave.
- (m) Cessation of duty - A staff member may receive payment for a flex day accrued and remaining untaken or not forfeited on the last day of service:
 - (1) where the staff member's services terminate without a period of notice for reasons other than misconduct; or
 - (2) where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused; or

- (3) in such other circumstances as have been negotiated between the Chief Executive Officer and the Public Service Association under a local arrangement in terms of clause 11, Local Arrangements of this award.
- (n) Flex leave - Subject to operational requirements, a staff member may take off one full day or two half days in a settlement period of 4 weeks. Flex leave may be taken on consecutive working days. Half-day absences may be combined with other periods of authorised leave. Local arrangements in respect of the taking of flex leave may be negotiated in terms of clause 11, Local Arrangements of this award.
- (o) Absence during coretime - Where a staff member needs to take a short period of authorised leave within coretime, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in Clause 56 - Absence from Work of this award.
- (p) Standard hours - Notwithstanding the provisions of this clause, the Chief Executive Officer may direct the staff member to work standard hours and not flexible hours:
 - (1) where the Chief Executive Officer decides that the working of flexible hours by a staff member or members does not suit the operational requirements of the NSW Aboriginal Land Council or a unit/branch of the organisation, the Public Service Association shall be consulted, where appropriate; or
 - (2) as remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hours scheme.
- (q) Easter concession - Staff members who work under a flexible working hours scheme may be granted, subject to the convenience of the NSW Aboriginal Land Council, an additional half day's flex leave on the Thursday preceding the Good Friday public holiday.

22. Non-Compliance

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, the Chief Executive Officer, shall investigate such non compliance as soon as it comes to notice and shall take appropriate remedial action according to the Management of Unsatisfactory Performance Guidelines.

23. Excess Travelling Time

- (a) Excess Travelling Time - A staff member directed by the Chief Executive Officer to travel on official business outside the usual hours of duty is entitled to apply and to be compensated for such time either by:
 - (1) payment calculated in accordance with the provisions contained in this clause; or
 - (2) if it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.
- (b) Compensation under paragraphs (1) or (2) of this subclause, shall be subject to the following conditions:
 - (1) on a non-working day - all time spent travelling on official business;
 - (2) on a working day - subject to the provisions of subclause (e) of this clause, all additional time spent travelling before or after the staff member's normal hours of duty;provided the period for which compensation is being sought is more than a half an hour on any one day.
- (c) No compensation for travelling time shall be given in respect of travel between 11.00p.m. on any one day and 7.30a.m. on the following day where the staff member has travelled overnight and sleeping facilities have been provided for the staff member.

- (d) Compensation for travelling time shall be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.
- (e) Compensation for excess travelling time shall exclude the following:
- (1) time normally taken for the periodic journey from home to headquarters and return;
 - (2) any periods of excess travel of less than 30 minutes on any one day;
 - (3) travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
 - (4) time from 11.00pm. on one day to 7.30am. on the following day if sleeping facilities have been provided;
 - (5) travel not undertaken by the most practical available route;
 - (6) travel overseas.
- (f) Payment - Payment for travelling time calculated in terms of this clause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:
- $$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$
- (g) The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- (h) Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

24. Waiting Time

When a staff member travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time pursuant to Clause 23 - Excess Travelling Time.

25. Travelling Allowances - General

- (a) Any authorised official travel and associated expenses, properly and reasonably incurred by a staff member required to perform duty at a location other than their normal headquarters shall be met by the NSW Aboriginal Land Council.
- (b) The Chief Executive Officer shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.
- (c) Where available at a particular centre or location, the overnight accommodation to be occupied by staff members who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- (d) Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.

26. Meal Expenses on One-Day Journeys

A staff member who is authorised by the Chief Executive Officer to undertake a one-day journey on official business which does not require the staff member to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Item 1 of Table 1 of Part B Monetary Rates for:

- (1) breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
- (2) an evening meal when required to travel until or beyond 6.30 p.m.; and
- (3) lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal headquarters at the time of taking the normal lunch break.

27. Travelling Allowances When Staying in Non NSWALC Provided Accommodation

- (1) A staff member who is required by the Chief Executive Officer to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the staff member's residence in order to perform the work.
- (2) For the First 35 Days, the Payment Shall be Either:
 - (A) the appropriate rate of allowance specified in Item 2 of Table 1 Allowances of Part B Monetary Rates for every period of 24 hours absence by the staff member' from their residence; and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; or
 - (B) if the staff member elects, actual expenses, properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 1 of Part B Monetary Rates.
- (3) Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Chief Executive Officer that, despite the period of absence being of less than 24 hours' duration, expenditure for accommodation and three meals has been incurred.
- (4) Where a staff member is unable to so satisfy the Chief Executive Officer, the allowance payable for part days of travel shall be limited to the actual expenses incurred during such part day travel.
- (5) After the first 35 days - If a staff member is required by the Chief Executive Officer to work in the same temporary work location for more than 35 days, such staff member shall be paid the appropriate rate of allowance as specified in Item 2 of Table 1 of Part B Monetary Rates.
- (6) Long term arrangements - As an alternative to the provisions set out in subclauses (2) & (5) above, NSW Aboriginal Land Council could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.
- (7) The return of a staff member to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.

28. Travelling Allowances When Staying in NSWALC Provided Accommodation

When a staff member working from a temporary work location is provided with accommodation by the NSWALC, the staff member shall be entitled to claim the incidental expenses allowance set out in Item 3 of Table - 1 Allowances of Part B Monetary Rates for the same period. If meals are not provided by the NSWALC at the temporary work location, the staff member shall be entitled to claim also the reimbursement of any meal expenses properly and reasonably incurred during the time spent at the temporary work location.

29. Restrictions on Payment of Travelling Allowances

An allowance under Clause 27 - Travelling Allowance when staying in Non NSWALC Provided Accommodation is not payable in respect of:

- (1) any period during which the staff member returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
- (2) any period of leave, except with the approval of the Chief Executive Officer or as otherwise provided by this subclause; or
- (3) any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.
- (4) Notwithstanding subclauses (1), (2) or (3) of this clause, a staff member in receipt of an allowance under clause 27 - Travelling Allowance when staying in Non NSWALC Provided Accommodation of this award who is granted special leave to return to their residence at a weekend, shall be entitled to an allowance under clause 27 - Travelling Allowance when staying in Non NSWALC Provided Accommodation in respect of the necessary period of travel for the journey from the temporary work location to the staff member's residence; and for the return journey from the staff member's residence to the temporary work location, but is not entitled to any allowance under this subclause, or any other allowance, in respect of the same period.
- (5) Notwithstanding subclauses (1), (2) or (3) of this clause, a staff member in receipt of an allowance under this subclause who, on ceasing to perform duty at or from a temporary work location, leaves that location shall be entitled to an allowance in accordance with Clause 27 -Travelling Allowance when staying in Non NSWALC Provided Accommodation of this award in respect of the necessary period of travel to return to the staff member's residence or to take up duty at another temporary work location, but is not entitled to any other allowance in respect of the same period.

30. Increase Or Reduction in Payment of Travelling Allowances

Where the Chief Executive Officer is satisfied that a travelling allowance is:

- (1) insufficient to adequately reimburse the staff member for expenses properly and reasonably incurred, a further amount may be paid to reimburse the staff member for the additional expenses incurred; or
- (2) in excess of the amount which would adequately reimburse the staff member for expenses properly and reasonably incurred, the Chief Executive Officer may reduce the allowance to an amount which would reimburse the staff member for expenses incurred properly and reasonably.

31. Production of Receipts

Payment of any actual expenses shall be subject to the production of receipts, unless the Chief Executive Officer is prepared to accept other evidence from the staff member.

32. Travelling Distance

The need to obtain overnight accommodation shall be determined by the Chief Executive Officer having regard to the safety of the staff member or members travelling on official business and local conditions applicable in the area. Where staff members are required to attend conferences or seminars which involve evening sessions or staff members are required to make an early start at work in a location away from their normal workplace, overnight accommodation shall be appropriately granted by the Chief Executive Officer.

33. Allowance Payable for Use of Private Motor Vehicle

- (a) The Chief Executive Officer may authorise a staff member to use a private motor vehicle for work where:

- (1) such use will result in greater efficiency or involve the NSW Aboriginal Land Council in less expense than if travel were undertaken by other means; or
 - (2) where the staff member is unable to use other means of transport due to a disability.
- (b) There shall be different classes of allowance payable for the use of a private motor vehicle for work. The appropriate rate of the "casual rate" of allowance or the "official business rate" of allowance, as defined in clause 3, Definitions of this award, shall be paid depending on the circumstances and the purpose for which the vehicle is used.
 - (c) The staff member must have in force in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the *Motor Vehicles (Third Party Insurance) Act, 1942*, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Chief Executive Officer.
 - (d) A staff member who, with the approval of the Chief Executive Officer, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 4 of Table 1 of Part B Monetary Rates for the use of such private motor vehicle.
 - (e) Expenses such as tolls etc. shall be refunded to staff members where the charge was incurred during approved work related travel.
 - (f) Except as otherwise specified in this award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters.

34. Damage to Private Motor Vehicle Used for Work

- (a) Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by the NSW Aboriginal Land Council, provided:
 - (1) the damage is not due to gross negligence by the staff member; and
 - (2) the charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
- (b) Provided the damage is not the fault of the staff member, the NSW Aboriginal Land Council shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
 - (1) the damage was sustained on approved work activities; and
 - (2) the costs cannot be met under the insurance policy due to excess clauses.

35. Overseas Travel

Unless the Chief Executive Officer determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member required by the NSW Aboriginal Land Council to travel overseas on official business, shall be paid the appropriate overseas travelling allowance rates as specified in the Department of Premier and Cabinet Circular No. 2009-33 until such time as the circular is withdrawn or replaced.

36. Exchanges

- (a) The Chief Executive Officer may arrange two way or one way exchanges with other organisations both public and private, if the NSW Aboriginal Land Council or the staff member will benefit from additional training and development which is intended to be used in the carrying out of the NSW Aboriginal Land Council business.

- (b) The conditions applicable to those staff members who participate in exchanges will be determined by the Chief Executive Officer according to the individual circumstances in each case.
- (c) The provisions of this subclause do not apply to the loan of services of staff members to trade unions. The provisions of Clause 44 Conditions Applying to On Loan Arrangements of this award apply to staff members who are loaned to their trade union.

37. Compensation for Damage to Or Loss of Staff Member's Personal Property

- (a) Where damage to or loss of the staff member's personal property occurs in the course of employment, a claim may be lodged under the Workers Compensation Act and/or under any insurance policy of the NSW Aboriginal Land Council covering the damage to or loss of the personal property of the staff member.
- (b) If a claim under subclause (a) of this clause is rejected by the insurer, the Chief Executive Officer may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
 - (1) is due to the negligence of the NSW Aboriginal Land Council, another staff member, or both, in the performance of their duties; or
 - (2) is caused by a defect in a staff member's material or equipment; or
 - (3) results from a staff member's protection of or attempt to protect NSW Aboriginal Land Council property from loss or damage.
- (c) Compensation in terms of subclause (b) of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Chief Executive Officer may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- (d) For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the staff member's duties.
- (e) Compensation for the damage sustained shall be made by the NSW Aboriginal Land Council where, in the course of work, clothing or items such as spectacles, hearing aids, etc, are damaged or destroyed by natural disasters or by theft or vandalism.

38. Garage and Carport Allowance

- (a) Where a staff member garages a NSW Aboriginal Land Council vehicle in their own garage or carport and the use of the garage or carport is considered essential by the Chief Executive Officer, such staff member shall be paid an appropriate rate of allowance as specified in Item 7 of Table 1 of Part B Monetary Rates.
- (b) Payment of the garage or carport allowance shall continue during periods when the staff member is absent from headquarters.

39. First Aid Allowance

- (a) A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified in Item 8 of Table 1 of Part B Monetary Rates.
- (b) The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds four weeks.

- (c) When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.

40. Review of Allowances Payable in Terms of This Award

Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:

- (a) Allowances payable in terms of clauses listed in this paragraph shall be reviewed as soon as the Australian Taxation Office issues its Ruling on "Reasonable Amounts" for the 2006/2007 and subsequent income years.
- (1) Clause 26 - Meal Expenses on One Day Journeys.
 - (2) Clause 27 - Travelling Allowances when staying in Non NSWALC Provided Accommodation.
 - (3) Clause 28 - Travelling Allowance when staying in NSWALC Provided Accommodation.
 - (4) Clause 79 - Overtime Meal Allowances for breakfast, lunch and dinner.
- (b) Allowances payable in terms of clauses listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March Quarter figures):
- (1) Clause 33 - Allowances Payable for use of Private Motor Vehicle;
 - (2) Clause 38 - Garage and Carport Allowance; and
- (c) Allowances payable in terms of clauses listed in this paragraph shall continue to be subject to a percentage increase under this Award, and shall be adjusted on and from the date or pay period the percentage increase takes effect:
- (1) Clause 39 - First Aid Allowance.

41. Trade Union Activities Regarded as on Duty

A Public Service Association delegate will be released from the performance of normal NSW Aboriginal Land Council duty when required to undertake any of the activities specified below. While undertaking such activities the trade union delegate will be regarded as being on duty and will not be required to apply for leave:

- (a) Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the *Occupational Health and Safety Act 2000* and the Regulations.
- (b) Attendance at meetings with workplace management or workplace management representatives.
- (c) A reasonable period of preparation time, before:
- (1) meetings with management;
 - (2) disciplinary or grievance meetings when a Public Service Association member requires the presence of the Public Service Association; and
 - (3) any other meeting with management,
- by agreement with management, where operational requirements allow the taking of such time;
- (d) Giving evidence in a court or tribunal in relation to an industrial matter.

- (e) Presenting information on the trade union and trade union activities at induction sessions for new staff of the NSW Aboriginal Land Council; and
- (f) Distributing official trade union publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

42. Trade Union Activities Regarded as Special Leave

The granting of special leave with pay will apply to the following activities undertaken by a trade union delegate, as specified below:

- (a) annual or biennial conferences of the delegate's union;
- (b) meetings of the union's Executive, Committee of Management or Councils;
- (c) annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- (d) attendance at meetings called by the Unions NSW involving the Public Service Association requires attendance of a delegate;
- (e) giving evidence before an Industrial Tribunal as a witness for the trade union;
- (f) reasonable travelling time to and from conferences or meetings to which the provisions of Clauses 47, 48 and 49 of this award apply.

43. Trade Union Training Courses

The following training courses will attract the grant of special leave as specified below:

- (a) Accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Chief Executive Officer and the relevant trade union under a local arrangement pursuant to clause 11, Local Arrangements of this award.
- (b) Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the member's trade union. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
 - (1) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (2) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
 - (3) all travelling and associated expenses being met by the staff member or the Association;
 - (4) attendance being confirmed in writing by the member's trade union or a nominated training provider.

44. Conditions Applying to on Loan Arrangements

Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:

- (a) meetings interstate or in NSW of a Federal nature to which a representative or member has been nominated or elected by the Association:
 - (1) as an Executive Member; or
 - (2) a member of a Federal Council; or
 - (3) vocational or industry committee.
- (b) briefing counsel on behalf of the Association;
- (c) assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;
- (d) country tours undertaken by a member of the executive or Council of the Association;
- (e) taking up of full-time duties with the trade union if elected to the office of President, General Secretary or to another full-time position with the Association;
- (f) Financial Arrangements - The following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:
 - (1) the NSW Aboriginal Land Council will continue to pay the delegate or an authorised union representative whose services are on loan to the Association;
 - (2) the NSW Aboriginal Land Council will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSWALC from time to time.
 - (3) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Chief Executive Officer and Association;
- (g) Recognition of "on loan" arrangement as service - On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave and for incremental progression.
- (h) Limitation - On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Chief Executive Officer in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.

45. Period of Notice for Trade Union Activities

The Chief Executive Officer must be notified in writing by the Association or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.

46. Access to Facilities By Trade Union Delegates

The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised union activities:

- (a) telephone, facsimile and, where available, email facilities;
- (b) a notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
- (c) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

47. Responsibilities of the Trade Union Delegate

Responsibilities of the Association delegate are to:

- (a) establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
- (b) participate in the workplace consultative processes, as appropriate;
- (c) follow the dispute settling procedure applicable in the workplace;
- (d) provide sufficient notice to the immediate supervisor of any proposed absence on authorised union business;
- (e) account for all time spent on authorised union business;
- (f) when special leave is required, to apply for special leave in advance;
- (g) distribute Public Service Association literature/membership forms, under local arrangements negotiated between the Chief Executive Officer and the Association; and
- (h) use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

48. Responsibilities of the Trade Union

Responsibilities of the Public Service Association are to:

- (a) provide written advice to the Chief Executive Officer about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- (b) meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subclause (c) of clause 51.
- (c) pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
- (d) provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- (e) apply to the Chief Executive Officer well in advance of any proposed extension to the "on loan" arrangement;
- (f) assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- (g) advise employer of any leave taken by the Association delegate during the on loan arrangement.

49. Responsibilities of Workplace Management

Where time is required for union activities in accordance with this clause the responsibilities of the workplace management are to:

- (a) release the accredited delegate from duty for the duration of the union activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- (b) advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the trade union to arrange representation at the session;

- (c) meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- (d) where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking union responsibilities to assist with the business of workplace management;
- (e) recredit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- (f) where a union activity provided under this clause needs to be undertaken on the trade union delegate's rostered day off or during an approved period of flex leave, to apply the provisions of subclause (e) of this clause.
- (g) to continue to pay salary during an "on loan" arrangement negotiated with the relevant union and to obtain reimbursement of salary and on-costs from the union at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- (h) to verify with the union the time spent by a union delegate or delegates on union business, if required; and
- (i) if the time and/or the facilities allowed for union activities are thought to be used unreasonably and/or improperly, to consult with the trade union before taking any remedial action.

50. Right of Entry Provisions

The right of entry provisions shall be as prescribed under the *Occupational Health and Safety Act 2000* and the *Industrial Relations Act 1996*.

51. Travelling and Other Costs of Trade Union Delegates

- (a) Except as specified in subclause (c) of Clause 49 - Responsibilities of Workplace Management of this award, all travel and other costs incurred by accredited union delegates in the course of trade union activities will be paid by the Association.
- (b) In respect of meetings called by the workplace management in terms of subclause (c) of Clause 49 - Responsibilities of Workplace Management of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 25, 26, 27 or 28 of this award.
- (c) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the NSW Aboriginal Land Council, in respect of union activities covered by special leave or on duty activities provided for in this clause.
- (d) The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the NSW Aboriginal Land Council by the Public Service Association or the staff member.

52. Industrial Action

- (a) Provisions of the *Industrial Relations Act 1996* shall apply to the right of union members to take lawful industrial action.
- (b) There will be no victimisation of staff members prior to, during or following such industrial action.

53. Consultation and Technological Change

- (a) The NSW Aboriginal Land Council management shall consult with the Association prior to the introduction of any technological change or other change which may have a significant impact upon an employee or a number of employees.

54. Deduction of Trade Union Membership Fees

- (a) At the staff member's election and with the concurrence of the Chief Executive Officer, the staff members union membership fees may be deducted with written authority from the staff member's pay. Such fees are to be transmitted to the Public Service Association at regular intervals. Alternative arrangements for the deduction of union membership fees may be negotiated between the Chief Executive Officer and the Public Service Association in accordance with clause 11 - Local Arrangements of this award.

55. Leave - General Provisions

- (a) The provisions contained in this clause apply to all staff members other than those to whom arrangements apply negotiated between the Chief Executive Officer and the Public Service Association in terms of clause 11 - Local Arrangements of this award.
- (b) Unless otherwise specified, part-time staff members will receive the conditions of this clause on a pro rata basis, calculated according to the number of hours worked per week.
- (c) Where paid and unpaid leave available to be granted in terms of this award, paid leave shall be taken before unpaid leave.

56. Absence from Work

- (a) A staff member must not be absent from work unless reasonable cause is shown.
- (b) If a staff member is to be absent from work because of illness or other emergency, the staff member shall notify or arrange for another person to notify the supervisor as soon as possible of the staff member's absence and the reason for the absence.
- (c) If a satisfactory explanation for the absence, is not provided, the staff member will be regarded as absent from work without authorised leave and the Chief Executive Officer shall deduct from the pay of the staff member the amount equivalent to the period of the absence.
- (d) The minimum period of leave available to be granted shall be a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- (e) Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from work without authorised leave.

57. Applying for Leave

- (a) An application by a staff member for leave under this clause shall be made to and dealt with by the Chief Executive Officer.
- (b) The Chief Executive Officer shall deal with the application for leave according to the wishes of the staff member, on condition that the operational requirements of the NSW Aboriginal Land Council permit this to be done.

58. (Deleted)**59. Long Service Leave**

- (1) In substitution for the provisions of the *Long Service Leave Act 1955* (NSW) employees who were employees of the NSW Aboriginal Land Council prior to 17 February 2003 shall accrue and become entitled to long service leave upon the same basis as extended leave was granted to employees of the NSW Aboriginal Land Council as at 24 October 2002.

(Notation: As at 24 October 2002 the NSW Aboriginal Land Council applied Schedule 3, Clause 1 subclauses (1) and (4); Clause 2 subclause (1); Clause 3 and Clause 4 subclause (1); section 55 of the

Public Sector Employment & Management Act 2002 (NSW) and shall continue to apply those Clauses and subclauses of the schedule as at that date to all relevant employees. Provision is also made for staff to take half their entitled extended leave on double pay. Allowance is also made for public holidays that fall during a period of extended leave to be excluded from being debited from leave entitlements.)

- (2) The provisions of the *Long Service Leave Act 1955* (NSW) shall apply to all employees who commence employment with the NSW Aboriginal Land Council on or after 17 February 2003.

60. Family and Community Service Leave

This clause is to be read in conjunction with Clause 60A Bereavement Leave.

- (a) The Chief Executive Officer shall, in the case of emergencies or in personal or domestic circumstances, grant to a staff member some or all of the available family and community service leave on full pay.
- (b) Such cases may include but not be limited to the following:
- (1) compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
 - (2) accommodation matters up to one day - such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (3) emergency or weather conditions - such as when flood, fire or snow etc. threaten property and/or prevent a staff member from reporting for duty; and
 - (4) other personal circumstances - such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons.
- (c) Attendance at court by a staff member to answer a charge for a criminal offence, if the Chief Executive Officer considers the granting of family and community service leave to be appropriate in a particular case.
- (d) Staff members who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games).
- (e) Staff who hold office in Local Government other than as a Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absence during normal working hours.
- (f) The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a staff member shall be the greater of the leave provided in paragraph (1) or (2) of this subclause.
- (1) 2½ of the staff member's working days in the first year of service and, on completion of the first year's service, 5 of the staff member's working days in any period of 2 years; or
 - (2) After the completion of 2 years' continuous service, the available family and community service leave is determined by allowing 1 day's leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the staff member.
- (g) If available family and community service leave is exhausted as a result of natural disasters, the Chief Executive Officer shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person defined in subclause (c) of Clause 69 - Sick Leave to Care for a Family Member, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.

- (h) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with Clause 69 - Sick Leave to Care for a Family Member shall be granted when paid family and community service leave has been exhausted.
- (i) Personal Carers Entitlement for casual employees
- (1) Subject to the evidentiary and notice requirements set out in (4) below casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (c)(2) of Clause 69 who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (2) The NSW Aboriginal Land Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (3) The NSW Aboriginal Land Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the NSW Aboriginal Land Council to engage or not to engage a casual employee are otherwise not affected.
 - (4) The casual employee shall, if required:
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee

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

60A. Bereavement Leave

- (a) An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause (iii) below.
- (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in Clause 69, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Bereavement leave may be taken in conjunction with other leave available under subclauses 1, 2, 3, 4, 5 and 6 in the said clause 69. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (f) Bereavement entitlements for casual employees
 - (1) Subject to the evidentiary and notice requirements set out in (4) below casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause c) (2) of Clause 69.

- (2) The NSW Aboriginal Land Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance
- (3) The NSW Aboriginal Land Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the NSW Aboriginal Lands Council to engage or not engage a casual employee are otherwise not affected.
- (4) The casual employee shall, if required:
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

61. Leave Without Pay

- (a) The Chief Executive Officer may grant leave without pay to a staff member if good and sufficient reason is shown.
- (b) Leave without pay may be granted on a full-time or a part-time basis.
- (c) Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay.
- (d) Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- (e) A staff member who has been granted leave without pay, shall not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Chief Executive Officer.
- (f) A staff member shall normally be required to exhaust any accrued paid leave prior to proceeding on leave without pay unless authorised by the Chief Executive Officer.
- (g) No paid leave shall be granted during a period of leave without pay.

62. (Deleted)

63. Observance of Essential Religious Or Cultural Obligations

- (a) A staff member of:
 - (1) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - (2) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations;

may be granted recreation/extended leave to credit, flexleave or leave without pay to do so.

- (b) Provided adequate notice as to the need for leave is given by the staff member to the NSW Aboriginal Land Council and it is operationally convenient to release the staff member from duty, the Chief Executive Officer must grant the leave applied for by the staff member in terms of this subclause.
- (c) A staff member of any religious faith who seek time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Chief Executive Officer, subject to:
 - (1) adequate notice being given by the staff member;
 - (2) prior approval being obtained by the staff member; and
 - (3) the time off being made up in the manner approved by the Chief Executive Officer.
- (d) Notwithstanding the provisions of subclauses (a), (b) and (c) of this clause, arrangements may be negotiated between the NSW Aboriginal Land Council and the relevant trade union(s) in terms of Clause 11, Local Arrangements of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

64. Parental Leave

- (a) Parental leave includes maternity, adoption and "other parent" leave.
- (b) Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
 - (1) For a period up to 9 weeks prior to the expected date of birth; and
 - (2) For a further period of up to 12 months after the actual date of birth.
 - (3) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (c) Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:
 - (1) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (2) For such period, not exceeding 12 months on a full-time basis, as the Chief Executive Officer may determine, if the child has commenced school at the date of the taking of custody.
 - (3) Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.
- (d) Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
 - (1) Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - (2) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph (1) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

- (e) A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks; a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:
- (1) applied for parental leave within the time and in the manner determined set out in subclause (j) of this clause; and
 - (2) prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - (3) Payment for the maternity, adoption or short other parent leave may be made as follows:
 - (i) in advance as a lump sum; or
 - (ii) fortnightly as normal; or
 - (iii) fortnightly at half pay; or
 - (iv) a combination of full-pay and half pay.
- (f) Payment for parental leave is at the rate applicable when the leave is taken. A staff member holding a full time position who is on part time leave without pay when they start parental leave is paid:
- (1) at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
 - (2) at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
 - (3) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- (g) A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- (1) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - (2) at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
 - (3) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- (h) Except as provided in subclauses (e), (f) and (g) of this clause parental leave shall be granted without pay.
- (i) Right to request
- (1) A staff member who has been granted parental leave in accordance with subclause (b), (c) or (d) of this clause may make a request to the Chief Executive Officer to:
 - (i) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);

to assist the staff member in reconciling work and parental responsibilities.

- (2) The Chief Executive Officer shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the NSW Aboriginal Land Council's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (j) Notification Requirements
- (1) When the NSW Aboriginal Land Council is made aware that a staff member or their spouse is pregnant or is adopting a child, the NSW Aboriginal Land Council must inform the staff member of their entitlements and their obligations under the award.
 - (2) A staff member who wishes to take parental leave must notify the Chief Executive Officer in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
 - (i) that she/he intends to take parental leave, and
 - (ii) the expected date of birth or the expected date of placement, and
 - (iii) if she/he is likely to make a request under subclause (i) of this clause.
 - (3) At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
 - (a) the date on which the parental leave is intended to start, and
 - (b) the period of leave to be taken.
 - (4) Staff member's request and the Chief Executive Officer's decision to be in writing

The staff member's request under paragraph (1) and the Chief Executive Officer's decision made under paragraph (2) must be recorded in writing.
 - (5) A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Chief Executive Officer in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Chief Executive Officer agrees.
 - (6) A staff member on maternity leave is to notify the NSW Aboriginal Land Council of the date on which she gave birth as soon as she can conveniently do so.
 - (7) A staff member must notify the NSW Aboriginal Land Council as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
 - (8) A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the NSW Aboriginal Land Council and any number of times with the consent of the NSW Aboriginal Land Council. In each case she/he must give the NSW Aboriginal Land Council at least 14 days notice of the change unless the Chief Executive Officer decides otherwise.
- (k) A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause (i) of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.

- (l) If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- (m) A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Chief Executive Officer approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- (n) A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the NSW Aboriginal Land Council) must be given.
- (o) A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- (p) A staff member may elect to take available recreation leave or long service leave within the period of parental leave provided this does not extend the total period of such leave.
- (q) A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
 - (1) accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - (2) the total period of parental leave is not extended by the taking of recreation leave at half pay;
 - (3) when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, long service and other leave at the full time rate.
- (r) If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Chief Executive Officer, should, in consultation with the staff member, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- (s) If such adjustments cannot reasonably be made, the Chief Executive Officer must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born which ever is the earlier.
- (t) Communication during parental leave
 - (1) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the NSW Aboriginal Land Council 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 staff member held before commencing parental leave; and
 - (ii) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.

- (2) The staff member shall take reasonable steps to inform the Chief Executive Officer about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
- (3) The staff member shall also notify the Chief Executive Officer of changes of address or other contact details which might affect the NSW Aboriginal Land Council's capacity to comply with paragraph (1) of this subclause.

65. Recreation Leave

(a) Accrual

- (1) Except where stated otherwise in this award, paid recreation leave for full time staff members and recreation leave for staff members working part-time, accrues at the rate of 20 working days per year. Staff members working part-time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year;
- (2) Recreation leave accrues from day to day.

(b) Limits on Accumulation and Direction to Take leave

- (1) At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months, except by agreement with the Chief Executive Officer in special circumstances.
- (2) Where the operational requirements permit, the application for leave shall be dealt with by the Chief Executive Officer according to the wishes of the staff member.
- (3) The Chief Executive Officer shall notify the staff member in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the NSWALC.
- (4) The Chief Executive Officer shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the NSW Aboriginal Land Council.

(c) Conservation of Leave - If the Chief Executive Officer is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Chief Executive Officer shall:

- (1) specify in writing the period of time during which the excess shall be conserved; and
- (2) on the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 weeks' limit.
- (3) A Chief Executive Officer will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.

(d) Miscellaneous

- (1) Unless a local arrangement has been negotiated between the Chief Executive Officer and the relevant trade union, recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.
- (2) Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).

- (3) Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph (4) of this subclause.
 - (4) Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the Workers' Compensation Act 1987; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
 - (5) The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph (4) of this subclause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
 - (6) Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay.
 - (7) On cessation of employment, a staff member is entitled to be paid, the money value of accrued recreation leave which remains untaken.
 - (8) A staff member to whom paragraph (8) of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- (e) Death - Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken or unforfeited as at the date of death, shall be paid to the staff member's nominated beneficiary.
- (f) Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:
- (1) to the partner of the staff member; or
 - (2) if there is no partner, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
 - (3) if there is no partner or children, to the person who, in the opinion of the Chief Executive Officer was, at the time of the staff member's death, a dependent relative of the staff member; or
 - (4) if there is no person entitled under paragraph (1), (2) or (3) of this subclause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment shall be made to the personal representative of the staff member.

66. Annual Leave Loading

- (a) General - Unless more favourable conditions apply to a staff member under another industrial instrument, a staff member, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses (b) to (f) of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks' recreation leave accrued in a leave year.
- (b) Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 October each year and shall end on 30 September of the following year.
- (c) Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
 - (1) Annual leave loading shall be paid 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.

- (2) If at least two weeks' leave, as set out in paragraph (1) of this subclause, 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 September of the current year.
- (3) 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 paragraph (1) of this subclause, is taken.
- (4) 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 employer for any reason other than the staff member's serious and intentional misconduct.
- (5) Except in cases of redundancy, proportionate leave loading is not payable on cessation of employment.

67. Sick Leave

- (a) If the Chief Executive Officer is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Chief Executive Officer:
 - (1) shall grant to the staff member sick leave on full pay; and
 - (2) may grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this Award to sick leave on full pay.
- (b) Entitlements
 - (1) Sick leave on full pay accrues to a staff member at the rate of 15 days each calendar year. Any leave accrued and not utilised accumulates.
 - (2) Sick leave on full pay accrues at the beginning of the calendar year. If a staff member is appointed after 1 January, sick leave on full pay accrues on a proportionate basis for the year in which employment commences.
 - (3) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
 - (4) When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
 - (5) Paid sick leave shall not be granted during a period of unpaid leave.
- (c) Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service shall be limited to 5 days' paid sick leave, unless the Chief Executive Officer approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- (d) Relief staff - No paid sick leave shall be granted to temporary employees who are employed as relief staff for a period of less than 3 months.

68. Sick Leave - Requirements for Medical Certificate

- (a) A staff member absent from duty for more than 3 consecutive working days because of illness must furnish a medical certificate to the Chief Executive Officer in respect of the absence.
- (b) A staff member shall be put on notice in advance if required by the Chief Executive Officer to furnish a medical certificate in respect of an absence from duty for 3 consecutive working days or less because of illness.
- (c) If there is any concern about the reason shown on the medical certificate, the Chief Executive Officer, after discussion with the staff member, may refer the medical certificate and the staff member's application for leave to the independent Medical Officer for advice.
- (d) The nature of the leave to be granted to a staff member shall be determined by the Chief Executive Officer on the advice of the independent Medical Officer.
- (e) If sick leave applied for is not granted, the Chief Executive Officer must, as far as practicable, take into account the wishes of the staff member when determining the nature of the leave to be granted.
- (f) A staff member may elect to have an application for sick leave dealt with confidentially by the independent Medical Officer where such illness is of personal or private nature.
- (g) If a staff member who is absent on recreation leave or extended leave, furnishes to the Chief Executive Officer a satisfactory medical certificate in respect of an illness which occurred during the leave, the Chief Executive Officer may, subject to the provisions of this clause, grant sick leave to the staff member as follows:-
 - (1) in respect of recreation leave, the period set out in the medical certificate;
 - (2) in respect of extended leave, the period set out in the medical certificate if such period is 5 working days or more.
- (h) Subclause (g) above applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
- (i) The reference in subclause (g) of this clause to a medical certificate shall apply, as appropriate, to the certificates of up to one week provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Chief Executive Officer's discretion, another registered health services provider. Where the absence exceeds one week, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner.

69. Sick Leave to Care for a Family Member

- (1) Use of Sick Leave -

When family and community service leave provided for in Clause 60 is exhausted, a staff member with responsibilities in relation to a category of person set out in subclause (c) of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill. Such leave may be taken for part of a single day.

- (a) The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous 3 years. In special circumstances, the Chief Executive Officer may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (b) If required by the Chief Executive Officer, the staff member must establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (1) the staff member being responsible for the care and support of the person concerned; and
 - (2) the person concerned being:
 - a spouse of the staff member; or
 - a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
 - a partner who lives with the staff member as the 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.
- (d) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (2) Unpaid Leave for Family Purpose -
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.
- (3) Annual Leave -
- (a) An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods or part thereof in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.
- (4) Time Off in Lieu of Payment for Overtime -
- (a) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, and despite the provisions of Clause 80. Payment for Overtime or Leave in Lieu the following provisions shall apply:
 - (b) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

- (c) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
 - (d) If, having elected to take time as leave in accordance with paragraph (b) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
 - (e) Where no election is made in accordance with the said paragraph (b), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time -
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.
- (6) Rostered Days Off -
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility and providing a reasonable opportunity for the union(s) to participate in negotiations.

70. Sick Leave - Workers Compensation

- (a) The Chief Executive Officer shall advise each staff member of the rights under the *Workers Compensation Act 1987*, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- (b) A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the *Workers Compensation Act 1987*, shall be required to lodge a claim for any such compensation.
- (c) Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Chief Executive Officer shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- (d) The Chief Executive Officer will ensure that, once received by the NSW Aboriginal Land Council, a staff member's worker's compensation claim is lodged by the Aboriginal Land Council with the workers' compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- (e) Pending the determination of that claim and on production of an acceptable medical certificate, the Chief Executive Officer shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.

- (f) If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- (g) A staff member who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.
- (h) If a staff member notifies the appropriate Chief Executive Officer that he or she does not intend to make a claim for any such compensation, the Chief Executive Officer shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- (i) A staff member may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- (j) If the Chief Executive Officer provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the staff member fails, to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- (k) No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.
- (l) Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
 - (1) the staff member's claim for workers' compensation;
 - (2) the conduct of a medical examination by a Medical Officer;
 - (3) a medical certificate issued by the examining Medical Officer; or
 - (4) action taken by the Chief Executive Officer either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers' compensation, medical examination or medical certificate.

71. Sick Leave - Claims Other Than Workers Compensation

- (a) If the circumstances of any injury to or illness of a staff member give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full pay may, subject to and in accordance with this clause, be granted to the staff member on completion of an acceptable undertaking that:
 - (1) any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the NSWALC to the staff member; and
 - (2) in the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to the NSW Aboriginal Land Council the monetary value of any such period of sick leave.

- (b) Sick leave on full pay shall not be granted to a staff member who refuses or fails to complete an undertaking, except in cases where the Chief Executive Officer is satisfied that the refusal or failure is unavoidable.
- (c) On repayment to the NSW Aboriginal Land Council of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, shall be restored to the credit of the staff member.

72. Special Leave

- (a) Special Leave - Jury Service
 - (1) A staff member shall, as soon as possible, notify the Chief Executive Officer of the details of any jury summons served on the staff member.
 - (2) A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Chief Executive Officer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the *Jury Act 1977* in respect of any such period.
 - (3) When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Chief Executive Officer shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Chief Executive Officer shall grant, at the sole election of the staff member, available recreation leave on full pay, flex leave or leave without pay.
- (b) Witness at Court - Official Capacity - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty.
 - (1) Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity shall be paid by the NSW Aboriginal Land Council.
- (c) Witness at Court - Other Than in Official Capacity - Crown Witness - a Staff Member Who is Subpoenaed Or Called as a Witness By the Crown (Whether in Right of the Commonwealth Or in Right of Any State Or Territory of the Commonwealth) Shall:
 - (1) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
 - (2) pay into the NSW Aboriginal Land Council all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
 - (3) Union Witness - a staff member called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction, shall be granted special leave by the Aboriginal Land Council for the required period.
- (d) Called as a witness in a private capacity - A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.
- (e) Special Leave - Examinations - Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Chief Executive Officer.

- (1) Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- (f) Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited Public Service Association delegates to undertake trade union activities as provided for in Clause 42. Trade Union Activities Regarded as Special Leave of this award.
- (g) Return Home When Temporarily Living Away from Home - Sufficient special leave, as set out in this subclause, shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker, before or after rostered days off, to return home to spend two days and two nights with the family. If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or flexleave to credit or leave without pay, if the operational requirements allow.
- (h) Return Home When Transferred to New Location - Special leave shall be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants.
- (i) All employees of the NSW Aboriginal Land Council will be granted up to one day's special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations.
- (j) Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Chief Executive Officer for such other purposes, as may be deemed appropriate.

73. Staff Development and Training Activities

- (a) For the purpose of this clause, the following shall be regarded as staff development and training activities:
 - (1) all staff development courses conducted by the NSW Aboriginal Land Council;
 - (2) short educational and training courses conducted by generally recognised public or private educational bodies; and
 - (3) conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- (b) For the purposes of this clause, the following shall not be regarded as staff development and training activities:
 - (1) activities for which study assistance is appropriate;
 - (2) activities to which other provisions of this award apply (e.g. courses conducted by the Association); and
 - (3) activities which are of no specific relevance to the NSW Aboriginal Land Council.
- (c) Attendance of a staff member at activities considered by the Chief Executive Officer to be:
 - (1) essential for the efficient operation of the NSW Aboriginal Land Council; or
 - (2) developmental and of benefit to the NSW Aboriginal Land Council;shall be regarded as on duty for the purpose of payment of salary if a staff member attends such an activity during normal working hours.
- (d) The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the NSW Aboriginal Land Council:

- (1) recognition that the staff members are performing normal duties during the course;
 - (2) adjustment for the hours so worked under flexible working hours;
 - (3) payment of course fees;
 - (4) payment of all actual necessary expenses or payment of allowances in accordance with this award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
 - (5) payment of overtime where the activity could not be conducted during the staff member's normal hours and the Chief Executive Officer is satisfied that the approval to attend constitutes a direction to work overtime under Clause 75 - Overtime-General.
- (e) The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the NSW Aboriginal Land Council:
- (1) recognition of the staff member as being on duty during normal working hours whilst attending the activity;
 - (2) payment of course fees;
 - (3) reimbursement of any actual necessary expenses incurred by the staff member for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
 - (4) such other conditions as may be considered appropriate by the Chief Executive Officer given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- (f) Where the training activities are considered to be principally of benefit to the staff member and of indirect benefit to the NSW Aboriginal Land Council, special leave of up to 10 days per year shall be granted to a staff member. If additional leave is required and the Chief Executive Officer is able to release the staff member, such leave shall be granted as a charge against available flexleave, recreation/extended leave or as leave without pay.
- (g) Higher Duties Allowance - Payment of a higher duties allowance is to continue where the staff member attends a training or developmental activity whilst on duty in accordance with this subclause.
- (h) Ceremonial Leave - Unpaid leave of up to 10 days each year will be granted to meet obligations under the Aboriginal custom or traditional law and to participate in ceremonial activities.

74. Study Assistance

- (a) The Chief Executive Officer shall have the power to grant or refuse study time.
- (b) Where the Chief Executive Officer approves the grant of study time, the grant shall be subject to:
 - (1) the course being a course relevant to the NSW Aboriginal Land Council;
 - (2) the time being taken at the convenience of the NSW Aboriginal Land Council; and
 - (3) paid study time not exceeding a maximum of 4 hours per week.
- (c) Study time may be granted to both full and part-time staff members. Part-time staff members however shall be entitled to a pro-rata allocation of study time to that of a full-time staff member.

- (d) Study time may be used for:
- (1) attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - (2) necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or private study; and/or accumulation, subject to the conditions specified in subclauses (f) to (j) of Clause 74 - Study Assistance of this award.
- (e) Staff members requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:
- (1) Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
 - (2) Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
 - (3) Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses (f) to (j) of clause 74 - Study Assistance of this award.
- (f) Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the NSW Aboriginal Land Council.
- (g) Where at the commencement of an academic year/semester a staff member elects to accrue study time and that staff member has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- (h) Staff members attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- (i) Where a staff member is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- (j) Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- (k) Correspondence Courses - Study time for staff members studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- (l) Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- (m) Repeated subjects - Study time shall not be granted for repeated subjects.
- (n) Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- (o) Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.

- (p) The period granted as examination leave shall include:
- (1) time actually involved in the examination;
 - (2) necessary travelling time, in addition to examination leave;
- but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.
- (q) The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- (r) Study Leave - Study leave for full-time study is granted to assist those staff members who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- (s) All staff members are eligible to apply and no prior service requirements are necessary.
- (t) Study leave shall be granted without pay, except where the Chief Executive Officer approves financial assistance. The extent of financial assistance to be provided shall be determined by the Chief Executive Officer according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- (u) Where financial assistance is approved by the Chief Executive Officer for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the staff member.
- (v) Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this subclause, the NSW Aboriginal Land Council may choose to identify courses or educational programmes of particular relevance or value and establish a NSW Aboriginal Land Council scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

75. Overtime - General

- (a) A staff member may be directed by the Chief Executive Officer 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:
- (1) The staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - (2) Any risk to staff member health and safety,
 - (3) The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - (4) The notice (if any) given by the Chief Executive Officer regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
 - (5) Any other relevant matter.
- (b) Payment for overtime shall be made only where the staff member works directed overtime.

76. Rate of Payment for Overtime

- (a) Rates - Overtime shall be paid at the following rates:
- (1) Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the staff member's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements negotiated in terms of clause 11, Local Arrangements of this award apply.
 - (2) Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
 - (3) Sundays - All overtime worked on a Sunday at the rate of double time.
 - (4) Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- (b) If a staff member is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.
- (c) A staff member who works overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (d) Rest Periods -
- (1) A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (2) Where a staff member, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty. The staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

77. Recall to Duty

- (1) A staff member recalled to work overtime after leaving the NSW Aboriginal Land Council's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- (2) The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- (3) When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- (4) When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the staff member was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- (5) A recall to duty commences when the staff member starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.

- (6) A staff member recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- (7) This subclause shall not apply in cases where it is customary for a staff member to return to the NSW Aboriginal Land Council's premises to perform a specific job outside the staff member's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

78. Overtime Meal Breaks

- (a) Staff members not working flexible hours - A staff member required to work overtime on weekdays for an hour and a half or more after the staff member's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (b) Staff member working flexible hours - A staff member required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (c) Staff Members Generally - A staff member required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

79. Overtime Meal Allowances

- (a) If an adequate meal is not provided by the NSW Aboriginal Land Council, a meal allowance shall be paid by the NSW Aboriginal Land Council at the appropriate rate specified in Item 9 of Table 1 Part B, Monetary Rates, provided the Chief Executive Officer is satisfied that:
 - (1) the time worked is directed overtime;
 - (2) the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (3) where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
 - (4) overtime is not being paid in respect of the time taken for a meal break.
- (b) Notwithstanding the above provisions, nothing in this clause shall prevent the Chief Executive Officer and the Public Service Association from negotiating different meal provisions under a local arrangement.

80. Payment for Overtime Or Leave in Lieu

- (a) The Chief Executive Officer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance with subclause (b) of this clause.
- (b) The following provisions shall apply to the leave in lieu:
 - (1) the staff member shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment;

- (2) the leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause;
- (3) the leave must be taken at the convenience of the NSW Aboriginal Land Council except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in Clause 69 - Sick Leave to Care for a Family Member apply;
- (4) the leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved by NSW Aboriginal Land Council;
- (5) leave in lieu accrued in respect of overtime worked on days other than public holidays, shall be given by the NSW Aboriginal Land Council and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Chief Executive Officer and the Public Service Association;
- (6) at the staff member's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the staff member's annual leave credits and may be taken in conjunction with annual leave; and
- (7) a staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

81. Calculation of Overtime

- (a) Unless a minimum payment in terms of subclause (b) of paragraph (4) of this clause applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
- (b) The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:

$$\frac{\text{Annual Salary}}{1} \quad \times \quad \frac{5}{260.89} \quad \times \quad \frac{1}{\text{No of ordinary hours of work per week}}$$

- (c) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- (d) Overtime is not payable for time spent travelling.

82. Review of Overtime Meal Allowances

- (a) The rates of overtime meal allowances shall be adjusted in accordance with the provisions contained in Clause 40 - Review of Allowances payable in terms of this award.
- (b) Where an allowance payable under Clause 79 - Overtime Meal Allowances of this award is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Chief Executive Officer may approve payment of actual expenses.
- (c) Where the meal was not purchased, payment of a meal allowance shall not be made.
- (d) Receipts shall be provided to the Chief Executive Officer or his/her delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.

83. Provision of Transport in Conjunction With Working of Overtime

- (a) For the purpose of this subclause, departure or arrival after 8.00 p.m. will determine whether the provisions of this subclause apply.

Departure or arrival after 8.00 p.m. of a staff member on overtime or a regular or rotating shift roster, does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means

of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the officer/employee at risk.

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above, rests with administrative units of the NSW Aboriginal Land Council where knowledge of each particular situation will enable appropriate judgements to be made.

(b) Arrangement of Overtime

Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the public servant can use public transport or other normal means of transport to and from work.

(c) Provision of Taxis

Where a staff member:

ceases overtime duty after 8.00 pm;

and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

84. Salary Sacrifice

Salary Sacrifice to Superannuation -

- (a) Notwithstanding the salaries prescribed by this award, an employee may elect, subject to the agreement of the NSW Aboriginal Land Council, to sacrifice a portion of the salary payable under this clause 5, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- (b) Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- (i) subject to Australian Taxation Law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
 - (ii) any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payment for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this clause in the absence of any salary sacrifice to superannuation made under this award.
- (c) The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- (i) paid into the superannuation scheme established under the *First State Superannuation Act 1992*, an optional employer contributions; or
 - (ii) subject to the NSW Aboriginal Land Council's agreement paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (d) Where an employee elects to salary sacrifice in terms of paragraph (c) of this sub clause the NSW Aboriginal Land Council will pay the sacrificed amount into the relevant superannuation fund.

(e) Where the employee is a member of a superannuation scheme established under:

- (i) the *Police Regulation (Superannuation) Act 1906*;
- (ii) the *Superannuation Act 1916*;
- (iii) the *State Authorities Superannuation Act 1987*;
- (iv) the *State Authorities Non-contributory Superannuation Act 1987*; or
- (v) the *First State Superannuation Act 1992*,

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

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

85. 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.

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."

85A. 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.

86. Salary and Wages

The salary ranges prescribed by this award are set out in Table 2, rates of pay; Part B - Monetary Rates.

All new employees shall be allocated on engagement to a Group as set out in Table 2 - Rates of Pay such Group to be advised by letter to the employee within 14 days of the commencement of employment with the NSW Aboriginal Land Council.

87. No Extra Claims

It is the intention of the parties that this Award shall not during its currency be subject to further claims save in respect of those matters accorded specific leave reserved under Clause 88, Leave Reserved.

The Union undertakes that it shall make no extra claim upon the NSW Aboriginal Land Council for variation of any provision of this Award or for any payment or condition over and above the Award.

88. Leave Reserved

Leave is expressly reserved to the parties to this Award to pursue during the currency of this Award an appropriate amendment to the wage structure to allow for additional groups to be added.

Leave is reserved to the parties to this award to develop a policy regarding salary packaging

89. Redundancy Provisions

An employee who accepts voluntary redundancy, or who is retrenched, will be covered by the provisions of the NSW Aboriginal Land Council's Managing Excess Employees policy, which exists at the date of this award.

In accordance with the Managing Excess Employees Policy an employee who accepts voluntary redundancy will receive the following redundancy entitlements:

Four (4) weeks notice or pay in lieu;

Plus

An additional one week's notice or pay in lieu for employees aged 45 years and over with 5 or more years of completed service

Plus

Severance pay at the rate of three (3) weeks per year of continuous service up to a maximum of thirty nine (39) weeks; with pro-rata payments for incomplete years of service to be on a quarterly basis;

Plus

Benefit allowable as a contributor to a superannuation or retirement fund;

Plus

Pro-rata annual leave loading in respect of leave accrued at the date of termination.

Those employees, who accept an offer of redundancy within two (2) weeks of the offer made and terminate employment within the time nominated by NSWALC, will be entitled to the following additional payments:

Less than 1 year's service	2 weeks pay
1 year and less than 2 year's service	4 weeks pay
2 year's service and less than 3 year's service	6 weeks pay
3 year's service and over	8 weeks pay

Note: Reference to service in calculating entitlement to voluntary redundancy is based on a continuous period of employment with the NSWALC only. As with standard leave provisions, periods of leave without pay, secondments or similar are not considered as service for these purposes, (nor are they considered a break in employment) and periods of part-time employment will enable pro-rata entitlement.

The provisions in this clause apply to permanent employees only.

90. Area, Incidence and Duration

- (a) This award shall apply to all employees of the NSW Aboriginal Land Council other than the Chief Executive Officer and all Station and Farm Managers and all other employees within the scope of the Pastoral Employees (State) Award published 26 October 2001 (328 I.G. 1188).
- (b) This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the NSW Aboriginal Land Council Award 2006 published 6 July 2007 (362 I.G. 1019) and all variations thereof.
- (c) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 6 November 2009.
- (d) 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 1 July 2009

Item No	Clause No	Description	Amount
1		Meal Expenses on One Day Journeys Capital cities and high cost country centres (see list in item 2)	
	26(1)	Breakfast	\$22.30
	26(2)	Dinner	\$43.00
	26(3)	Lunch	\$25.00
		Tier 2 and other country centres (see list in item 2)	
	26(1)	Breakfast	\$19.95
	26(2)	Dinner	\$39.30
	26(3)	Lunch	\$22.80
		Travelling Allowances When Staying in Non-Govt Accommodation	

2	27(2)(a)	Capital Cities	Per day
		Adelaide	\$263.80
		Brisbane	\$307.80
		Canberra	\$251.80
		Darwin	\$265.80
		Hobart	\$223.80
		Melbourne	\$279.80
		Perth	\$270.80
		Sydney	\$289.80
	27(2)(a)	High cost country centres	Per day
		Ballarat (Vic)	\$225.30
		Bendigo (VIC)	\$228.80
		Bright (VIC)	\$217.30
		Broome (WA)	\$313.80
		Bunbury (WA)	\$226.80
		Burnie (Tas)	\$231.80
		Cairns (QLD)	\$229.80
		Carnarvon (WA)	\$253.10
		Christmas Island (WA)	\$229.30
		Cocos (Keeling) Island	\$216.80
		Dampier (WA)	\$281.20
		Derby (WA)	\$288.30
		Devonport (Tas)	\$235.30
		Emerald (QLD)	\$219.80
		Esperance (WA)	\$221.80
		Exmouth (WA)	\$296.80
		Geelong (VIC)	\$227.80
		Geraldton (WA)	\$236.30
		Gladstone (QLD)	\$225.30
		Gold Coast (QLD)	\$241.80
		Halls Creek (WA)	\$254.30
		Hervey Bay (QLD)	\$225.80
		Horn Island (QLD)	\$265.80
		Horsham (VIC)	\$219.80
		Jabiru (NT)	\$304.80
		Kalgoorlie (WA)	\$237.30
		Karratha (WA)	\$391.80
		Kununurra (WA)	\$264.30
		Launceston (TAS)	\$222.30
		Mackay (QLD)	\$239.30
		Maitland (NSW)	\$214.80
		Mount Isa (QLD)	\$265.30
		Newcastle (NSW)	\$234.30
		Newman (WA)	\$276.80
		Norfolk Island	\$226.30
		Port Hedland (WA)	\$376.80
		Port Macquarie (NSW)	\$221.80
		Thursday Island (QLD)	\$286.80
		Townsville (Qld)	\$230.80
		Wagga Wagga (NSW)	\$224.30
		Warrambool (VIC)	\$219.80
		Weipa (QLD)	\$244.80
		Wilpena Pound (SA)	\$241.80
		Wonthaggi (VIC)	\$228.80
		Yulara (NT)	\$437.80

9	78(a)	Overtime meal allowances	Effective 1 July 2009
		Breakfast	\$24.95
		Lunch	\$24.95
		Dinner	\$24.95

Table 2 - Rates of Pay

	1 October 2004 \$	25 Oct 2005 \$	1 July 2006 \$	1 July 2007 \$	1 July 2008 \$
Group 11					
Year 3	68,037	72,119	75,004	78,004	81,124
Year 2	64,945	68,842	71,596	74,460	77,438
Year 1	61,852	65,563	68,186	70,913	73,750
Group 10					
Year 3	61,852	65,563	68,186	70,913	73,750
Year 2	59,040	62,582	65,085	67,688	70,396
Year 1	56,229	59,603	61,987	64,466	67,045
Group 9					
Year 3	56,229	59,603	61,987	64,466	67,045
Year 2	53,673	56,893	59,169	61,536	63,997
Year 1	51,118	54,185	56,352	58,606	60,950
Group 8					
Year 3	51,118	54,185	56,352	58,606	60,950
Year 2	48,795	51,723	53,792	55,944	58,182
Year 1	46,470	49,258	51,228	53,277	55,408
Group 7					
Year 3	46,470	49,258	51,228	53,277	55,408
Year 2	44,358	47,019	48,900	50,856	52,890
Year 1	42,246	44,781	46,572	48,435	50,372
Group 6					
Year 3	42,246	44,781	46,572	48,435	50,372
Year 2	40,326	42,746	44,456	46,234	48,083
Year 1	38,406	40,710	42,338	44,032	45,793
Group 5					
Year 3	38,406	40,710	42,338	44,032	45,793
Year 2	36,661	38,861	40,415	42,032	43,713
Year 1	34,914	37,009	38,489	40,029	41,630
Group 4					
Year 3	34,914	37,009	38,489	40,029	41,630
Year 2	33,327	35,327	36,740	38,210	39,737
Year 1	31,741	33,645	34,991	36,391	37,847
Group 3					
Year 3	31,741	33,645	34,991	36,391	37,847
Year 2	30,299	32,117	33,402	34,738	36,128
Year 1	28,856	30,587	31,810	33,082	34,405
Group 2					
Year 3	28,856	30,587	31,810	33,082	34,405
Year 2	27,544	29,197	30,365	31,580	32,843
Year 1	26,232	27,806	28,918	30,075	31,278

Group 1					
Year 3	26,232	27,806	28,918	30,075	31,278
Year 2	25,040	26,542	27,604	28,708	29,856
Year 1	23,848	25,279	26,290	27,342	28,436

D. S. McKENNA, Commissioner

Printed by the authority of the Industrial Registrar.

NURSING HOMES, &c., NURSES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1658 of 2009)

Before Commissioner Bishop

6 November 2009

VARIATION

1. Delete subclause (iv) of clause 50, Area, Incidence and Duration of the award published 28 November 2008 (366 I.G. 1320), and insert in lieu thereof the following:
 - (iv) The rates of pay in this award reflect the adjustments that would otherwise be payable under the State Wage Case 2009. These adjustments may be offset against any equivalent overaward payments. The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 7 December 2009.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Beginning of FPP to commence on or after 07/12/09 \$
Assistant in Nursing/ Trainee Enrolled Nurse	
Under 18:	
1st year	525.00
2nd year	548.20
Thereafter	570.00
Over 18:	
1st year	616.80
2nd year	636.00
3rd year	655.20
Thereafter	675.00
Enrolled Nurse :	
1st year	752.70
2nd year	768.20
3rd year	784.60
4th year	800.70
Thereafter	816.80

Registered Nurse General, M.R. Psych., Infants, Geriatric, Midwifery	
1st year	850.30
2nd year	895.40
3rd year	940.40
4th year	988.60
5th year	1,036.50
6th year	1,084.50
7th year	1,139.20
8th year	1,185.10
Nursing Unit Manager (personal to current occupants as at 01.03.99)	
Level I	
1st year	1,312.10
2nd year	1,348.60
Level II	1,381.10
Level III	1,417.20
Nurse undergoing pre registration assessment	735.90
Clinical Nurse Specialist	1,232.90
Clinical Nurse Consultant	1,452.30
Clinical Nurse Educator	1,232.90
Nurse Educator	
1st year	1,312.10
2nd year	1,348.60
3rd year	1,381.10
4th year	1,452.30
Senior Nurse Educator	
1st year	1,486.90
2nd year	1,516.90
3rd year	1,566.90
Assistant Director of Nursing <150 beds	1,348.60
150-250 beds	1,452.30
250 beds	1,486.90
Deputy Director of Nursing	
Less than 20 beds	1,375.40
20-75 beds	1,410.40
75-100 beds	1,442.60
100-150 beds	1,472.80
150-200 beds	1,516.90
200-250 beds	1,566.90
250-350 beds	1,624.70
350-450 beds	1,681.90
450-750 beds	1,743.70
750+ beds	1,810.30
Director of Nursing	
Less than 25 beds	1,535.60
25- 50 beds	1,624.70
50-75 beds	1,659.10
75-100 beds	1,693.30
100-150 beds	1,741.40
150-200 beds	1,798.90
200-250 beds	1,856.10
250-350 beds	1,925.20
350-450 beds	2,040.10
450-750 beds	2,157.20
750+ beds	2,291.30

Table 2 - Other Rates and Allowances

Brief Description	Clause No	Beginning FPP commence on or after 07/12/09 \$	Increase %
In charge of nursing home less than 100 beds	10 (i)(a)	21.06 per shift	2.8
In charge of nursing home 100 beds & <150 beds	10 (i)(a)	33.93 per shift	2.8
In charge of ward/unit	10 (i)(b)	21.06 per shift	2.8
On call	10 (ii)(a)	18.78 per 24 hrs or part thereof	2.8
On call on rostered days off	10 (ii)(b)	37.56 per 24 hrs or part thereof	2.8
On call during meal break	10 (ii)(c)	10.17 per period	2.8
Travelling Allowance	10 (ii)(d) & (iii)	63.37 cents per kilometre	1.5
Climatic Allowance	11(i)	3.90 per week	2.8
Isolation Allowance	11(ii)	7.52 per week	2.8
Expense allowance for DONs Less than 100 beds	13	229.00 pa	1.5
100-299		458.00 pa	1.5
300-499		687.00 pa	1.5
Over 500 beds		917.00 pa	1.5
Uniform	16(iii)(a)	6.15 per week	1.5
Shoes	16(iii)(a)	1.92 per week	1.5
Cardigan or Jacket	16(iii)(b)	1.85 per week	1.5
Stockings	16(iii)(c)	3.20 per week	1.5
Socks	16(iii)(d)	0.63 per week	1.5
Laundry	16(iv)	5.14 per week	1.5
Meal on overtime	18(viii)	9.05 per meal	1.5
Breakfast	28(i)(c)	3.39 per meal	1.5
Other Meals	28(i)(c)	6.13 per meal	1.5

Table 3 - Continuing Education Allowances

Item No.	Brief Description	Clause No.	Beginning FPP commencing on or after 07/12/09 \$	Increase %
1	Continuing education allowance: Registered Nurse	10A (vii)	17.68 per week	2.8
2	Continuing education allowance: Registered Nurse	10A (viii)	29.46 per week	2.8
3	Continuing education allowance:: Registered Nurse	10A(ix)	35.35 per week	2.8
4	Continuing education allowance: Enrolled Nurse	10A(x)	11.78 per week	2.8

3. This variation shall take effect from the beginning of the first pay period to commence on or after 7 December 2009.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

(541)

SERIAL C7311

POTATO CRISP 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 1765 of 2009)

Before Commissioner Macdonald

12 November 2009

VARIATION

1. Delete subclause (v) of clause 5, Rates of Pay, of the award published 11 April 2008 (365 I.G. 540), and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case June 2009. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

- (i) Adult Employees:

Classification	Current Amount \$	SWC 2009 Adjustment \$	SWC 2009 Amount \$
Cook Grade 1, Extrusion Machine Operator Grade 1, Corn Chip Cook, Corn Preparation Operator (Arnotts)	673.30	18.85	692.15
Packing Machine Operator, Fork Lift Truck Driver (Arnotts)	670.80	18.78	689.60
Waste Water Treatment and Plant Operator (Arnotts)	678.00	18.98	697.00
Cook Grade 1, Extrusion Machine Operator Grade 1, Corn Chip Cook, Corn Preparation Operator	663.60	18.58	682.20
Packing Machine Operator, Fork Lift Truck Driver	661.10	18.51	679.60
Waste Water Treatment and Plant Operator	657.20	18.40	675.60
Cook Grade 2, Extrusion Machine Operator Grade 2, Other Machine Operator, Packet Weight Controller using calculator, Pallet Checker and Recorder and Palletiser, Wet End Attendant, Packaging Machine Operator (Training)	636.10	17.81	653.90
Person who, in the course of a shift, cleans toilets	627.70	17.58	645.30
Other employees not elsewhere classified	624.70	17.49	642.20

- (ii) Juniors - Junior employees shall be paid the following percentages of the rate of pay for the classification "Other employees not elsewhere classified", calculated to the nearest 5 cents, any broken part of 5 cents in the result not exceeding 2.5 cents to be disregarded:

	Percentage %
At 16 years of age and under	50
At 17 years of age	60
At 18 years of age	70
At 19 years of age	80
At 20 years of age	95

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Current Amount \$	SWC 2009 Amount \$
1	5(ii)	Leading Hand Allowance	39.80/wk	40.90/wk
2	5(iv)	Team Leader - Arnotts Foods only	64.00/wk	65.80/wk
3	3(iii)(b)	Afternoon Shift Allowance	90.10/wk	92.60/wk
4	3(iv)(b)	Night Shift Allowance	179.00/wk	184.00/wk
5	8(vi)	Meal Allowance	9.30/meal	9.80/meal
6	16(iii)	First-aid Allowance	2.40/day	2.50/day

Note:

These allowances are contemporary for expense related allowances as at 30 March 2009 and for work related allowances are inclusive of adjustment in accordance with the July 2009 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 12 November 2009.

A. MACDONALD, Commissioner

Printed by the authority of the Industrial Registrar.

QUARRIES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1663 of 2009)

Before Mr Deputy President Grayson

5 November 2009

VARIATION

1. Delete clause 3.8, Safety Net Adjustments of the award published 30 June 2000 (316 I.G. 961) and insert in lieu thereof the following:

3.8. Safety Net Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:

- (a) any equivalent overaward payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part 7, Monetary Rates and insert in lieu thereof the following:

PART 7**MONETARY RATES****Table 1A - Wages**

Classification	SWC 2008 \$	SWC 2009 Adjustment \$	SWC 2009 \$
Operator Level One	622.30	17.40	639.70
Operator Level Two	650.30	18.20	668.50
Operator Level Three	676.30	18.90	695.20
Operator Level Four	700.10	19.60	719.70
Operator Level Five	713.10	20.00	733.10
Operator Level Six	726.10	20.30	746.40
Operator Level Seven	736.50	20.60	757.10
Tradesperson Level One	726.10	20.30	746.40
Tradesperson Level Two	747.40	20.90	768.30
Tradesperson Level Three	750.70	21.00	771.70
Tradesperson Level Four	772.00	21.60	793.60
Tradesperson Level Five	824.80	23.10	847.90

The rates in Table 1A above include and consume the "Industry Disability" allowance and the "Inclement Weather" allowance, (i.e. the rates in Table 1B continue to attract the "Disability Allowance", Item 26, Table 2). Accordingly, the rates in Table 1A above compensate employees for working in the open in quarries and thereby being subject to climatic conditions such as dust blowing in the wind, sloppy and muddy conditions and the lack of usual amenities associated with factory work etc., and for the additional disabilities of being required to work when exposed to inclement weather and for working in isolated and underdeveloped locations. "Inclement weather" means wet weather and/or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperatures or any combination thereof.

Table 1B - Lime Makers Wages

Classification	SWC 2008 \$	SWC 2009 Adjustment \$	SWC 2009 \$
Lime Burner attending to more than three fire holes - cents extra	567.50	15.90	583.40
Arch Builder	552.70	15.50	568.20
Ash Wheeler	552.70	15.50	568.20
Labourer	552.70	15.50	568.20
Machine Person	552.90	15.50	568.40
Pepper Machinist	552.70	15.50	568.20
Powder Monkey	552.90	15.50	568.40
Powder Monkey's assistant	552.70	15.50	568.20
Jumper Person	552.70	15.50	568.20
Hammer Drill Person	552.70	15.50	568.20
Spawler	552.70	15.50	568.20
Tool Sharpener	552.70	15.50	568.20
Skip person Tip person	552.70	15.50	568.20
Truck Driver 5 Tonne Truck	552.70	15.50	568.20
Stripper	559.15	15.70	574.85
Box Filler in Quarry	552.70	15.50	568.20
Operators of navvy, petrol oil or electric operated:			
Up to & including .57 cubic metres	552.70	15.50	568.20
Over .57 cubic metres and up to & including 1.5 cubic metres	552.70	15.50	568.20
Over 1.5 cubic metres and up to and including 3 cubic metres	556.90	15.60	572.50
Over 3 cubic metres and up to and including 5.3 cubic metres	573.90	16.10	590.00
Over 5.3 cubic metres	579.55	16.20	595.75
Operator of plant used as rear and or bottom and or side dumps			
12 tonnes or more but not exceeding 15 tonnes	552.70	15.50	568.20
15 tonnes or more but not exceeding 20 tonnes	555.40	15.60	571.00
20 tonnes or more	557.40	15.60	573.00
Tractor Unit Plant			
48kw & under	552.70	15.50	568.20
Over 48kw	555.50	15.60	571.10
Over 97kw to 220kw	561.40	15.70	577.10
Tractors whilst using power operated attachments			
48kw and under	552.70	15.50	568.20
Over 48kw to 97kw	557.40	15.60	573.00
Loader front end and overhead: appropriate tractor rate grader self propelled over 30kw	557.20	15.60	572.80
Grader self propelled under 30kw	552.70	15.50	568.20
Air compressor Operator	552.70	15.50	568.20

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	SWC 2008 \$	SWC 2009 \$
1	3.1(5)(a)	In charge of plant	14.35 per week	14.75 per week
	3.1(5)(b)	Leading hand allowances		
2		2 to 5 employees	21.30 per week	21.90 per week
3		6 to 10 employees	29.85 per week	30.70 per week
4		11 to 20 employees	42.50 per week	43.70 per week

5		More than 20 employees	54.00 per week	55.50 per week
6	3.1(6)(a)	Confined spaces	0.63 per hour	0.65 per hour
7	3.1(6)(b)	Dirty work	0.48 per hour	0.49 per hour
8	3.1(6)(c)	Height money	0.35 per hour	0.36 per hour
	3.1(6)(d)	Hot places		
9		Between 46 & 54 degrees Celsius	0.47 per hour	0.48 per hour
10		Exceeds 54 degrees Celsius	0.63 per hour	0.65 per hour
11	3.3(1)	Tools	13.60 per week	13.80 per week
12	3.4(2)	First Aid allowance	2.32 per day	2.38 per day
13	3.7(6)(b)	Meal allowance	12.55 per meal	13.20 per meal
14	3.7(6)(c)	Board and lodging	378.40 per week	378.40 per week
15	3.7(7)	Motor vehicle allowance	0.56 per km	0.56 per km
16	3.7(8)	Transport not available	6.20 per day	6.20 per day
17	4.7(5)(a)	Meal allowance	12.55 per meal	13.20 per meal
18	4.7(5)(b)	Meal allowance	12.55 per meal	13.20 per meal
Lime-making related allowances				
19	3.5(3)	Attending to generator/dynamo	18.55	19.05
20	3.5(4)	In charge of plant	18.55	19.05
21	3.5(5)	Leading hands		
		Less than 3 employees	11.45	11.75
		3 to 6 employees	19.35	19.90
		More than 6 employees	24.35	25.05
22	3.5(2)(iv)	Afternoon shift	41.45	42.60
23	3.5(1)	Disability Allowance	38.85	39.95

"Note": These allowances are contemporary for expense related allowances as at 30 June 2009 and for work related allowances are inclusive of adjustment in accordance with the June 2009 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 13 November 2009.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

(570)

SERIAL C7317**RACE CLUBS EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1761 of 2009)

Before Commissioner Bishop

17 November 2009

VARIATION

1. Delete subclause (1) of clause 2, Arbitrated Safety Net Adjustment of the award published 24 August 2001 (327 I.G. 95), and insert in lieu thereof the following:
 - (1) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
 - (i) any equivalent over award payment; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Current Amount \$	SWC 2009 Adjustment \$	SWC 2009 Amount \$
Race Club Employee 1 - 110%			
Track Foreman	686.40	19.22	705.60
Foreman Gardener	686.40	19.22	705.60
Race Club Employee 2 - 100%			
Tradesman	642.90	18.00	660.90
Race Club Employee 3 - 92.4%			
Leading Hand (Track and Maintenance)	607.90	17.02	624.90
Leading Hand (Gardener)	607.90	17.02	624.90
Race Club Employee 4 - 89%			
Track Crossing Attendant	593.10	16.61	609.70
Propagator	593.10	16.61	609.70
Race Club Employee 5 - 86%			
Gardener (as defined)	580.10	16.24	596.30
Fettler	580.10	16.24	596.30
General Track or Maintenance Hand	580.10	16.24	596.30
Race Club Employee 6 - 82%			
General Maintenance Labourer and Cleaner	562.70	15.76	578.50
Employee not elsewhere classified	562.70	15.76	578.50
Race Club Employee 7 - 78%			
Employee undertaking up to 3 months on the job training	552.70	15.48	568.20

Plant Operators			
Plant Operator 1 - (92.4%)	607.90	17.02	624.90
Plant Operator 2 - (87.4%)	586.20	16.41	602.60

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Current Amount \$	SWC 2009 Amount \$
1	3 (2) (a)	Employee other than a Plant Operator, required to use a scythe or operate a power mower	2.20 p/day or part thereof	2.30 p/day or part thereof
2	3 (2) (b)	Employee, other than a Plant Operator, required to operate a tractor with or without attachments and/or front end loader	2.20 p/day or part thereof	2.30 p/day or part thereof
3	3 (2) (c)	Employees required to use pesticides, weedicide or poisonous sprays	2.30 p/day	2.40 p/day
4	3 (2) (d)	First-aid allowance	3.00 p/day	3.10 p/day
6	3 (2) (e)	Meal allowance for overtime	9.20	9.70
7	3 (2) (f)	Horse handling allowance	2.20 p/day or part thereof	2.30 p/day or part thereof

"Note": These allowances are contemporary for expense related allowances as at 30 March 2009 and for work related allowances are inclusive of adjustment in accordance with the July 2009 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 5 December 2009.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

(500)

SERIAL C7323

RECORDED MUSIC AND VISUAL ENTERTAINMENT REPRODUCTION (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1758 of 2009)

Before Commissioner Macdonald

17 November 2009

VARIATION

1. Delete the second paragraph of clause 5, State Wage Case of award published 5 October 2001 (328 I.G. 418), and insert in lieu thereof the following:

The rates of pay in this award include the adjustments payable under the State Wage Case 2008 and 2009. 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 Employees

Classification	SWC 2007 \$	SWC 2008 Adjustment \$	SWC 2008 \$	SWC 2009 Adjustment \$	Total Rate \$
Entry Level	568.00	22.72	590.70	16.54	607.20
Grade 1	598.00	23.92	621.90	17.41	639.30
Grade 2	620.00	24.80	644.80	18.05	662.90
Grade 3	663.00	26.52	689.50	19.31	708.80

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	9(iv)	Meal Allowance - working overtime for more than one hour without being notified previous day	9.20
		If order for overtime is cancelled	9.20
2	22 (ii)	First - Aid	16.20

3	29	Leading Hand in charge of :	
		more than 3 and not more than 10 persons	33.35
		more than 10 and not more than 20 persons	43.10
		more than 20 persons	58.95

NOTE:

These allowances are contemporary for expense related allowances as at 30 March 2009 and for work related allowances are inclusive of adjustments in accordance with the June 2008 and July 2009 State Wage Case Decision in the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 17 November 2009.

A. MACDONALD, Commissioner

Printed by the authority of the Industrial Registrar.

SKILLED TRADES STAFF - DEPARTMENT OF AGEING, DISABILITY AND HOME CARE (STATE) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Ageing, Disability and Home Care.

(No. IRC 1666 of 2009)

Before Commissioner McKenna

20 November 2009

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Interaction with Other Instruments
4.	Hours of Work
5.	Classification Structure
6.	Roll-Up of Allowances
7.	Boiler Attendant Allowance
8.	Thermostatic Mixing Valve Allowance
9.	Dispute Resolution Procedure
10.	Union Subscriptions
11.	Wages and Allowances
12.	School Based Apprentices
13.	Work at Alternative Worksite
14.	Average Disability Allowance
15.	Anti Discrimination
16.	Area, Incidence and Duration
17.	No Extra Claims

PART B

Schedules of Rates of Wages and Allowances

2. Definitions

In this award:

"Department" means the New South Wales Department of Ageing, Disability and Home Care (DAD&HC)

"Union/s" means:

Construction Forestry Mining Energy Union (CFMEU) General and Construction Division, New South Wales Branch; and/or

Electrical Trades Union of Australia, New South Wales Branch; and/or

Plumbers and Gasfitters Employees Union, New South Wales Branch; and/or

AMWU (NSW registration as Automotive, Food, Metal, Engineering, Printing and Kindred Industries Union) (AFMEPKIU)

3. Interaction With Other Instruments

All employee conditions not specified in this award will be in accordance with the Crown Employees Skilled Trades Award, the *Public Sector Employment and Management Act 2002* and Public Sector Management (General) Regulation 1996. To the extent of any inconsistency between the provisions of this award and those other instruments named above, the provisions of this award will apply.

4. Hours of Work

- (i) Local Departmental management and trades staff at each work site may negotiate specific ordinary hours of duty. Any such site agreement will be subject to the following conditions:
 - (a) an average of 38 hours per week worked over a four-week period;
 - (b) optimal staffing levels being maintained at all times to perform required duties;
 - (c) no additional expense such as payment of overtime or employment of casuals;
 - (d) where a nine-day fortnight is negotiated, arrangements are to be at the Department's convenience;
 - (e) if sick leave is taken on the working day prior to or following a rostered day off, a doctor's certificate must be provided; and
 - (f) alterations in start and finish times are to be implemented by agreement.
- (ii) The parties agree to commence negotiations on any proposed variation to existing hours of work within six weeks of the proposal being received from nominated representatives.
- (iii) An employee may be directed by Departmental management to work overtime, provided it is reasonable for the employee to be required to do so. In determining what is reasonable, the employee's prior commitments outside the workplace, particularly their family responsibilities, community obligations or study arrangements, shall be taken into account. Consideration shall be given also to 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.

5. Classification Structure

- (i) Context:

Trades staff perform, both on a planned and emergency basis, a variety of manual and technical tasks related to preventative and corrective maintenance, the installation of plant and equipment and the renovation and construction of buildings.

Trades staff also ordinarily undertake work which is peripheral and incidental to their base trade so as to complete the whole job or so as to assist other staff complete the whole job.

This Classification structure is designed to reward trades staff who possess, and are required by the Region to regularly provide, skills/knowledge beyond their base trade obligations. It does not reward service alone nor additional skill/knowledge performed at less than a trades standard.

(ii) Structure:

The following classification structure is to be applied from the first full pay period to commence on or after 13 February 2007.

Pay levels as a percentage of base pay rates are:

Classification	Rate of Pay
Level 1 Tradesperson	Base Rate for relevant Trade
Level 2 Tradesperson	105% of Base Rate for relevant Trade
Level 3 Tradesperson	110% of Base Rate for relevant Trade
Level 4 Tradesperson	115% of Base Rate for relevant Trade

(iii) Definitions of the Classification Levels are as follows:

(a) Level 1 Tradesperson (Base Rate for relevant Trade).

Level 1 is applicable to a tradesperson who has completed an apprenticeship, licence or equivalent and is proficient in the contemporary skills required of a tradesperson in the relevant trade.

Tasks to be performed include those peripheral and incidental to completing the whole job and/or assisting other staff so as to complete the whole job. A tradesperson at this level may be required to supervise or train apprentices on the job.

(b) Level 2 Tradesperson (105% of the Base Rate for the relevant Trade).

Level 2 is applicable to a tradesperson who satisfies the requirements of Level 1 and who is required by the employer to regularly utilise skills/knowledge, additional to that skill/knowledge associated with the individual's base trade, which is gained from or deemed equivalent to that gained from completing 120 hours of learning within approved courses.

(c) Level 3 Tradesperson (110% of the Base Rate for the relevant Trade).

Level 3 is applicable to a tradesperson who satisfies the requirements of Level 1 and who is required by the employer to regularly utilise skills/knowledge, additional to that skill/knowledge associated with the individual's base trade, which is gained from or deemed equivalent to that gained from completing 240 hours of learning within approved courses.

(d) Level 4 Tradesperson (115% of the Base Rate for the relevant Trade).

Level 4 is applicable to a tradesperson who satisfies the requirements of Level 1 and who is required by the employer to regularly utilise skills/knowledge, additional to that skill/knowledge associated with the individual's base trade, which is gained from or deemed equivalent to that gained from completing 360 hours of learning within approved courses.

(e) Charge Hand/Supervisor

A Charge Hand/Supervisor is a person appointed to a Charge Hand/Supervisor position by the Department. Charge Hand/Supervisor positions will be created at the discretion of the Department. A Charge Hand/Supervisor will be allocated ongoing responsibility for the activities of one trade and/or the supervision of one or more trades and its associated staff (including contractors) within the Region and/or all the trades activities and trades staff (including contractors) at a nominated location. A Charge Hand/Supervisor can be required to perform the duties of their trade/s at any time. A Charge Hand/Supervisor may also be nominated as Project

Leader on any project in addition to their other responsibilities. The Region is to maintain an up-to-date Position Description for each of its Charge Hand/Supervisor positions.

(f) Project Leader

A Project Leader is a person appointed to a Project Leader position by the Department. Project Leader positions will be created at the discretion of the Department. A Project Leader will be allocated responsibility for all aspects of a substantial refurbishment/construction project. The Project Leader will be able to supervise any staff/contractors working in connection with a project as necessary and will ensure compliance with all relevant specifications and requirements. A Project Leader can be required to perform the duties of their trade/s at any time. The duration of any Project Leader role will be limited to the life of the project. The Region is to provide the Project Leader with an up-to-date Position Description.

(iv) Approved Courses:

For the purpose of this Clause, 'Approved Courses' are TAFE courses and any others that the Department approves. However an Approved Course must relate to the acquisition of new skills/knowledge by the individual, additional to the base trade, and not simply the modernisation or updating of current work practices or methods. Approved Courses will not include personal OH&S related courses, updated inventory or programmed maintenance systems courses, new computer software etc.

(v) Deemed Credited with Approved Course or part thereof:

For Tradespersons who have not successfully completed an Approved Course; The Regional Director or nominee may deem the additional skills/knowledge required to be regularly utilised by a tradesperson to be equivalent to that acquired from successfully undertaking an Approved Course/s or from one or more identifiable modules of an Approved Course. Any such decision requires that the tradesperson in question be credited with hours equivalent to that of the relevant Approved Course/s or modules thereof for progression purposes.

(vi) Regular:

'Regular' for the purposes of this Clause refers to duties/tasks occurring periodically, routinely or which are programmed. Project work and other work occurring randomly, sporadically or irregularly would not be 'regular'. Where tasks are required to be performed irregularly but would, if they were regular, attract a higher classification level, then 'Mixed Functions' allowance should be paid to the higher classification level in accordance with the award. That is, when a Tradesperson is required to perform the additional work irregularly and is qualified to do so, he/she should be paid any applicable higher rate for the period of time the additional skills/knowledge is required to be performed or for the whole shift in accordance with the Mixed Functions Clause of the Crown Employees Skilled Trades Award.

(vii) Trades Standard:

'Trades Standard' for the purposes of this Clause means a quality of work/knowledge equivalent to that reasonably required of a qualified tradesperson in the relevant trade.

(viii) No Double Counting:

The performance of any function reasonably within the scope of employment classification, and/or additional skills performed at less than a trades standard and/or for which payment of an allowance or additional remuneration is already provided do not count for translation, appointment or progression purposes.

(ix) The Department to Decide its Requirements:

The Department is to decide which and how many trades staff will be regularly required to use the additional skills/knowledge attracting higher rates of pay. In reaching that decision the Department might consider;

what number of staff are needed to utilise the additional skill/knowledge.

whether a trades staff is already paid for numerous additional skills/knowledge, in which there may be limited opportunity to effectively utilise one more additional skill/knowledge.

whether the work should be contracted out. Before deciding the work should be contracted out, the Region is to consider the skills/knowledge possessed by trades staff in addition to their base trades. To this end, a list of such additional skills/knowledge is to be maintained by the Region in a state of reasonable currency, subject to employee cooperation and assistance in compiling and maintaining that list.

(x) Maintaining Standards:

Tradespersons at classification levels 2, 3 and 4 are responsible for maintaining the additional skills/knowledge to a standard equivalent to that of having successfully undertaken a current approved course/s (or in some cases, the modules thereof they were deemed credited with) in order to continue to be paid the higher classification level.

(xi) Leading Hand Allowance:

Leading Hand Allowance will be paid to Tradespersons in the classifications Levels 1 to 4 inclusive who are required to supervise the work of contractors and/or staff; provided that for this purpose, apprentices will not be counted, each contractor supervised will be counted but any contractor's staff will not.

(xii) Translation:

As of 30 June 2008 all tradespersons employed by the Department have undergone the translation process.

In the translation process there was no tradesperson reclassified to a lower grade.

The employment level for all new tradespersons employed will be determined as per the provisions of Clause 5 of this Award.

(xiii) Appointment and Progression:

(a) Appointment: Once appointed to a particular Level in this Classification Structure, a tradesperson may not have his/her Level reduced because the Region no longer requires the additional skills/knowledge warranting the higher Level to be regularly utilised. Accordingly appointments of trades staff should initially be made to the Level 1 position, or at least be carefully considered having regard to the foreseeable medium to longer term requirements of the appointment.

(b) Progression: Consideration of progression to Classification Levels 2, 3 and 4 must always be based on a Departmental requirement to utilise the additional skills/knowledge at that time and into the foreseeable future and may not count skills/knowledge no longer regularly required by the Department to be utilised.

(xiv) Training:

Trades staff are to meet the costs of training associated with the additional skills/knowledge referred to in this Clause and attend that training in their own time. Study Leave provisions apply. Where the

Department directs the employee undertake training, any such training outside of paid work time will be paid for at the ordinary hourly base rate.

(xv) Disputes:

The Issue Resolution procedures should be utilised if any disputes arise concerning implementation of this clause.

6. Roll-Up of Allowances

Environmental Allowance (Mental Institutions Allowance) and Annual Leave Loading are already rolled up into the base wage.

Base wage rates were increased by \$30.00 per week to incorporate the equivalent of the Mental Institutions Allowance and were wages increased by 1.35% to reflect the Annual Leave Loading on 1 February 1998.

7. Boiler Attendant Allowance

An officer being the possessor of a Boiler Attendant's Certificate who is required to supervise or operate a boiler shall for each week he/she is so required shall be paid in addition to the rates prescribed an amount per instance as specified in Part B of this award.

8. Thermostatic Mixing Valve Allowance

An officer who is a licensed plumber and holds a Thermostatic Mixing Valve Certificate issued by a College of Technical and Further Education and is required to act upon such certificate shall be paid an allowance at a weekly rate as specified in Part B of this award.

9. Dispute Resolution Procedures

- (i) The aim of the procedure is to ensure that industrial grievances or disputes are prevented, or resolved as quickly as possible, at the level they occur in the workplace. For the purposes of this procedure, industrial grievances or disputes are distinguished from grievances dealt with under public service grievance-handling procedure, e.g. complaints of discrimination.
- (ii) When a dispute or grievance arises, or is considered likely to occur, the following steps are to be followed:
 - (a) where a dispute arises at a particular work location, discussions shall be held between the officer/s concerned and the immediate supervising officer;
 - (b) failing resolution of the issues at that level, further discussions shall take place between the employee, the relevant local delegate or employee representative and the supervising officer or manager;
 - (c) if the dispute remains unresolved, the local delegate shall refer the matter to the Union official who will confer with the Area Manager or General Manager; and
 - (d) if the dispute is not resolved at that stage, the matter is to be referred to the Director, Employee Relations or Senior Employee Relations Officer who will assume responsibility for liaising with Senior Executive members of the Department and advise of their final position.
- (iii) If the matter remains unresolved following the above process, it may be referred by either party to the Industrial Registrar.
- (iv) Whilst these procedures are taking place, no ban, limitation or stoppage of work shall take place.

- (v) In cases where a dispute is premised on an issue of safety and is unable to be resolved at the Area/Divisional level, the matter should be referred to the Assistant Director, Industrial Relations or senior industrial relations officer for further consultation with the Union/s.

10. Union Subscriptions

The Department agrees to automatically deduct Union dues on behalf of Unions as defined from the pay of Union members once authorised by the employee.

11. Wages and Allowances

Wages and allowances are shown in Part B of this award.

12. 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 subclause (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.

13. Work at Alternative Worksite

(i) General

- (a) The terms of this clause replace clause 8, Excess Fares and Travelling, of the Crown Employees Skilled Trades Award.
- (b) This clause does not apply where an employee is recalled to duty after leaving work, in which case the call-back provisions of the Crown Employees Skilled Trades Staff Award apply.
- (c) For the purposes of this clause, a reference to a "worksite" means each individual sub-site of MetWest Residences and Hunters Residences, including but not limited to Rydalmere, Marsden, Lachlan, Stockton, Kanangra, Morriset and Marsden Rehabilitation Centre (MRC).

(ii) Mobility Allowance and Excess Travelling Time

Where an employee is required to travel to an alternative worksite and has not been temporarily transferred to that site pursuant to subclause (v) of this clause:

- (a) An employee is to be paid a Mobility Allowance at the rate indicated in Part B of this award per day where required by the Department to travel to an alternative worksite in circumstances where no notice of the requirement to do so was provided prior to leaving work the previous day. Such Mobility Allowance will be payable regardless of whether the required travel is undertaken within or outside of ordinary working hours and regardless of the transportation arrangements utilised to attend the alternative worksite.
- (b) Notice of a regular requirement to travel to an alternative worksite can be given to the employee once. Such notice must be written and include advice as to the days of the week/fortnight/month, etc., that the travel will be required. Notice given pursuant to this paragraph also serves as notice "prior to leaving work the previous day" referred to in paragraph (a) of this subclause.
- (c) Where an employee is required to commence his/her ordinary hours at an alternative worksite, he/she is to be paid at ordinary rates for any travelling time in excess of that time usually taken to travel to and from their home and usual worksite. The payment of such ordinary rates is to be rounded to the nearest 15 minutes.

(iii) Mileage Allowances and Fares.

Where an employee is required to travel to an alternative worksite and has not been temporarily transferred to that site pursuant to subclause (v) of this clause:

- (a) And subject to the provisions of paragraph (d) of this subclause, an employee will be paid Mileage Allowance at the following rates where directed by the Department to utilise their own vehicle in order to travel to and from an alternative worksite;

Engine Capacity	
Over 2700cc	75.9c per kilometre
1600cc to 2700cc	70.6c per kilometre
Under 1600cc	50.6c per kilometre

- (b) And subject to the provisions of paragraph (d) of this subclause, an employee will be paid Mileage Allowance at the following rates where the employee opts to utilise their own vehicle to travel to and from an alternative worksite and the Department agrees to that occurring prior to the employee utilising their own vehicle;

Engine Capacity	
Over 2700cc	27c per kilometre

1600cc to 2700cc	25c per kilometre
Under 1600cc	21.1c per kilometre

- (c) And subject to the provisions of paragraph (d) of this subclause, an employee who utilises public transport in order to travel to and from an alternative worksite will be reimbursed any public transport costs.
- (d) Where the use of the employee's vehicle or fare incurred relates to the journey between the employee's home and the alternative worksite to commence work or relates to the journey between the alternative worksite and the employee's home at the cessation of work, the amount of Mileage Allowance or fares which can be claimed under this subclause will be limited to that number of kilometres or fare which is in excess of that reasonably incurred by the employee in relation to the journey to and from the employee's home and usual worksite.

(iv) Rest Periods, Tea Breaks and Unpaid Meal Periods

If still working at an alternative worksite at the relevant time and, unless specifically advised otherwise:

- (a) An employee is to take any paid rest period or tea break at the alternative site.
- (b) Employees may not travel to the usual worksite in Departmental time or in a Departmental vehicle in connection with the unpaid meal period.
- (c) Nothing will be payable to an employee in relation to the use of the employee's vehicle or fare incurred in connection with the unpaid meal period.

(v) Temporary Transfer to Alternative Worksite

An employee may be directed to work from an alternative worksite for one week or more on a temporary transfer basis where that direction is reasonable. For the purposes of subclauses (ii) and (iii) of this clause, where such a direction has been given, the alternative worksite will be deemed to be the usual worksite upon the expiry of two weeks' notice or immediately upon commencement at the alternative worksite where two weeks' or more notice was given.

14. Average Disability Allowance

- (i) Many of the allowances within PART B - Rates of Wages and Allowances of this Award are disability allowances paid on a per occasion, per hour or daily basis depending upon the work performed. The allowances in question relate to:

177 Welding
 178 Bricklaying > 18 kg
 179 confined spaces
 180 height
 181 hot places
 182 insulation
 183 asbestos eradication/airborne Lead
 184 smoke boxes A
 185 wet places
 186 acid furnaces
 187 smoke boxes B
 188 clean down bricks
 189 spray application
 190 roof work
 191 explosive power tools
 193 dirty work
 214 applying obnoxious substances
 289 legionella
 171 fouled equipment

176 pneumatic tool operation
152 chokages

- (ii) Some or all of these above allowances may be the subject of a mutual agreement between individual trades staff and the Region (in writing) to pay the individual an Average Disability Allowance (ADA) amount. The process of reaching agreement involves:
- the staff member and Department agreeing on how many occasions each type of allowance would be claimed by the staff member on average per fortnight of work, then,
- Calculating the total dollar (\$) value of all those allowances and dividing that amount by 10 to obtain an ADA amount, then,
- Recording the above information on a suitable information sheet and retaining it attached to a signed and dated agreement (and retaining both as for wages records).
- (iii) The agreed ADA amount is to be paid fortnightly with wages for each on-duty day within each pay period. A day of leave is not an on-duty day. For example, if the staff member takes four recreation leave days and works the other days in the fortnight, he/she would be paid the ADA amount x 6 in his/her pay.
- (iv) Where such an agreement is reached, the payment of the ADA in accordance with subclause (iii) to an individual will be in full satisfaction of any claims to the specified allowances that might be brought.
- (v) The ADA amount for each individual trades staff will be derived once per year and, for new employees, after three months of employment and annually thereafter.
- (vi) The ADA amount will be automatically increased under the agreement in the same percentage and with the same effective date as for increases to the corresponding Award disability allowances.
- (vii) Neither party should unreasonably refuse to agree on a fair ADA amount. Either party to the agreement can seek a review of the ADA amount in between annual reviews if there is a substantial change to the pattern of work of the staff member.

15. Anti-Discrimination

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.

15.5 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.

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

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

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

16. Area, Incidence and Duration

This award shall apply to employees and Apprentices indicated by the trades specified in Part B of this award employed by the Department.

- (i) This award rescinds and replaces the Skilled Trades Staff - Department of Ageing, Disability and Home Care (State) Award 2004 published 21 October 2005 (354 I.G. 538), and will apply on the first full pay period to commence on or after 20 November 2009 and shall remain in force until 30 June 2011.

17. No Extra Claims

Up to and including 30 June 2011, no wages or other claims may be made, except where agreed by the parties.

PART B

RATE OF WAGES AND ALLOWANCES

Salary and Allowance ID Codes	Classification, Wages and Allowances	1st full pay on or after 1/07/08 (4%)	1st full pay on or after 1/07/09 (4%)	1st full pay on or after 1/07/10 (4%)
	Wages (excluding Apprentices)	Per annum \$	Per annum \$	Per annum \$
G51	Bricklayer Level 1	46,091	47,934	49,852
G41	Bricklayer Level 2 (calculate 105% of Level 1)	48,395	50,331	52,344
	Bricklayer Level 3 (calculate 110% of Level 1)	50,700	52,728	54,837
	Bricklayer Level 4 (calculate 115% of Level 1)	53,005	55,125	57,330
G52	Carpenter and/or Joiner Level 1	46,091	47,934	49,852
G44	Carpenter and/or Joiner Level 2 (calculate 105% of Level 1)	48,395	50,331	52,344
	Carpenter and/or Joiner Level 3 (calculate 110% of Level 1)	50,700	52,728	54,837
	Carpenter and/or Joiner Level 4 (calculate 115% of Level 1)	53,005	55,125	57,330
G53	Painter Level 1	46,091	47,934	49,852
G47	Painter Level 2 (calculate 105% of Level 1)	48,395	50,331	52,344
G48	Painter Level 3 (calculate 110% of Level 1)	50,700	52,728	54,837
	Painter Level 4 (calculate 115% of Level 1)	53,005	55,125	57,330

G54	Plumber and/or Gasfitter Level 1	46,529	48,390	50,325
G4A	Plumber and/or Gasfitter Level 2 (calculate 105% of Level 1)	48,854	50,808	52,840
G43	Plumber and/or Gasfitter Level 3 (calculate 110% of Level 1)	51,182	53,229	55,358
	Plumber and/or Gasfitter Level 4 (calculate 115% of Level 1)	53,508	55,648	57,874
G56	Electrical Fitter Level 1	48,989	50,949	52,987
G4D	Electrical Fitter Level 2 (calculate 105% of Level 1)	51,437	53,495	55,635
	Electrical Fitter Level 3 (calculate 110% of Level 1)	53,889	56,044	58,287
	Electrical Fitter Level 4 (calculate 115% of Level 1)	56,338	58,592	60,936
G57	Plant Electrician Level 1	51,564	53,627	55,772
G4G	Plant Electrician Level 2 (calculate 105% of Level 1)	54,142	56,308	58,560
	Plant Electrician Level 3 (calculate 110% of Level 1)	56,721	58,990	61,350
	Plant Electrician Level 4 (calculate 115% of Level 1)	59,299	61,671	64,138
G58	Fitter Level 1	46,091	47,934	49,852
G4J	Fitter Level 2 (calculate 105% of Level 1)	48,395	50,331	52,344
	Fitter Level 3 (calculate 110% of Level 1)	50,700	52,728	54,837
	Fitter Level 4 (calculate 115% of Level 1)	53,005	55,125	57,330
G5D	Motor Mechanic Level 1	46,091	47,934	49,852
G4P	Motor Mechanic Level 2 (calculate 105% of Level 1)	48,395	50,331	52,344
	Motor Mechanic Level 3 (calculate 110% of Level 1)	50,700	52,728	54,837
	Motor Mechanic Level 4 (calculate 115% of Level 1)	53,005	55,125	57,330
	Charge/Supervisor or Project Leader	61,671	64,138	66,703
	Leading Hand Allowance	\$ per annum	\$ per annum	\$ per annum
196	Leading Hand 1 to 5	2,144	2,230	2,319
197	Leading Hand 6 to 10	2,748	2,858	2,972
198	Leading Hand > 10	3,591	3,735	3,884
	Tradesmen's Licence Allowance	Per annum \$	Per annum \$	Per annum \$
347	Plumber	2,115	2,200	2,288
347	Gasfitter	2,115	2,200	2,288
350	Drainer	2,782	2,893	3,009
350	Plumber and/or Gasfitter	2,782	2,893	3,009
350	Gasfitter and/or Drainer	2,782	2,893	3,009
350	Plumber and/or Drainer	2,782	2,893	3,009
352	Plumber/Gasfitter/Drainer	3,779	3,931	4,088
354	Drainer (Licensed)	1,754	1,825	1,898
357	Electrician Tradesmen's Registration Allowance	2,073	2,156	2,242

205	Plumber -Computing Quantities	1,572	1,635	1,701
366	Computing Quantities	1,236	1,285	1,336
	Certificate Allowances			
307	Boiler Attendants Certificate Allowance	Per instance \$ 6.08	Per instance \$ 6.33	Per instance \$ 6.58
308	Thermostatic Mixing Valve Certificate Allowance	Per annum \$ 1,119	Per annum \$ 1,164	Per annum \$ 1,210
	Apprentice Trades	Per annum \$	Per annum \$	Per annum \$
	1st Year	21,310	22,162	23,048
	2nd Year	27,263	28,353	29,487
	3rd Year	34,488	35,868	37,303
	4th Year	39,129	40,694	42,322
	Examination Allowance			
	1st Year	74.21	77.18	80.27
	2nd Year	148.54	154.48	160.66
370	3rd Year Industry Allowance	222.64 1,311.44	231.55 1,363.90	240.81 1,418.45
	Mobility Allowance	Per hour \$ 1/07/08 6.49	Per hour \$ 1/07/09 6.75	Per hour \$ 1/07/10 7.02
177	Welding Allowance	0.22	0.23	0.24
178	Bricklaying > 18 kg	1.79	1.86	1.93
179	Confined Spaces	0.81	0.84	0.88
180	Height Money	0.66	0.68	0.71
181	Hot Places	0.81	0.84	0.88
182	Insulation	0.81	0.84	0.88
183	Asbestos Eradication/Airborne Lead	2.17	2.26	2.35
184	Smoke Boxes A	0.44	0.45	0.47
185	Wet Places	0.66	0.68	0.71
186	Acid Furnaces, Stills	3.29	3.42	3.55
187	Smoke Boxes B	1.61	1.68	1.74
188	Clean down bricks	0.59	0.62	0.64
189	Spray Application	0.66	0.68	0.71
190	Roof Work	0.81	0.84	0.88
191	Explosive Power Tools	1.53	1.59	1.65
193	Dirty Work	0.66	0.68	0.71
214	Applying Obnoxious Substances	0.81	0.84	0.88
289	Legionella	3.01	3.13	3.25
		Per day \$	Per day \$	Per day \$
171	Fouled Equipment	7.54	7.84	8.16
176	Pneumatic Tool Operation	3.54	3.68	3.82
	Relief Daily Licence Allowances			
207	Plumber/Drainer/Gasfitter Licence Gasfitter	14.56	15.14	15.75
208	Drainer	7.91	8.23	8.56
209	Gasfitter/Drainer	6.65	6.91	7.19
210	Computer Quantities	10.54	10.96	11.39
212	Plumber/Drainer/Gasfitter	4.70	4.89	5.08
287	Registration Certificate	6.04	6.28	6.54

152	Chokages	Per instance \$ 7.59	Per instance \$ 7.90	Per instance \$ 8.21
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D. S. McKENNA, Commissioner

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SYDNEY CRICKET AND SPORTS GROUND TRUST (MAINTENANCE STAFF) ENTERPRISE AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Sydney Cricket and Sports Ground Trust.

(No. IRC 1722 of 2009)

Before Mr Deputy President Sams

16 November 2009

AWARD

PART A

1. Title

This enterprise award shall be known as the Sydney Cricket and Sports Ground Trust (Maintenance Staff) Enterprise Award 2008.

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Parties
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7.	Measures to Achieve Gains in Productivity, Efficiency and Flexibility
8.	Hours of Work
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30. Union Delegate
31. Fares and Travel Time
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33. Grievance and Dispute Procedures
34. Termination of Employment
35. Redundancy
36. Relationship to Parent Awards
37. Anti-Discrimination
38. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

3. Parties

3.1 The parties to this enterprise award are:

3.1.1 The Sydney Cricket and Sports Ground Trust; and

3.1.2 the following industrial organisations of employees that represent persons employed, or intending to be employed, in this enterprise:

3.1.2.1 The New South Wales Plumbers and Gasfitters Employees' Union;

3.1.2.2 The Construction, Forestry, Mining and Energy Union (New South Wales Branch);
and

3.1.2.3 The Electrical Trades Union of Australia, New South Wales Branch.

4. Definitions

4.1 "Enterprise Award" means this enterprise award.

4.2 "Operative Date" means the first full pay period on or after 9 October 2008.

4.3 "Enterprise" and "Trust" means the Sydney Cricket and Sports Ground Trust and the Sydney Cricket and Sportsground Trust Division of Government Service.

4.4 "Union(s)" means:

4.4.1 The New South Wales Plumbers and Gasfitters Employees' Union

4.4.2 Construction, Forestry, Mining and Energy Union (New South Wales Branch)

4.4.3 Electrical Trades Union of Australia, New South Wales Branch

4A Contract of Employment

4A.1 "Full Time Employee" means a permanent employee engaged to work an average of 38 hours per week.

4A.2 "Casual Employee" means:

4A.2.1 an employee engaged and paid as such. Casual employees shall be paid an hourly rate equivalent to 1/38th of the weekly rate plus a loading of 20%. This loading is inclusive of

the 1/12th annual holiday component. Casual employees shall not accrue leave entitlements under this award.

4A.2.2 Casual Employees shall be engaged to facilitate permanent employees accessing leave entitlements, or to meet operational requirements as necessary.

4A.2.3 A casual employee may be engaged by the Trust on a regular and systematic basis for a period not exceeding 13 weeks, provided that such time restriction will not apply in circumstances where a casual is engaged to replace an employee on long term sick leave or workers compensation.

5. Intent of the Award

5.1 This award has been negotiated to provide the vehicle by which the repair and maintenance operations of the Trust can be established in an efficient, flexible and productive manner.

5.2 The Trust, the unions and the employees each recognise that the work methods which were used in the past may not be consistent with the current needs of the enterprise. It is, therefore, important that change be introduced in a consultative, constructive and managed way in order to secure the future viability of the enterprise and hence the long-term job security of the employees, together with fair and equitable working conditions.

5.3 The parties therefore commit to co-operate in their collective efforts to achieve significant, lasting improvements in productivity, efficiency and flexibility, together with fair and equitable working conditions.

5.4 The parties anticipate that the award shall:

5.4.1 increase job satisfaction and security;

5.4.2 increase the skill levels of all members of the workforce with the implementation of the training program, tailored to meet the requirements of the work program;

5.4.3 increase Trust efficiency and profitability;

5.4.4 establish a management system that generates informed and democratic input from employees on all work-related issues;

5.4.5 ensure the development of a decisive, committed and responsive Trust decision-making structure that resources and supports the contributions of employees to workplace reform;

5.4.6 achieve change and progress through a process of communications, agreements and team work;

5.4.7 improve the competitive position of the Trust in the market;

5.4.8 protect and enhance the quality of the environment;

5.4.9 realistically ensure and promote equality of employment and shall preclude discrimination on the basis of sex, marital status, ethnic background, religious or political beliefs.

6. Commitment to Improving Productivity, Efficiency and Flexibility

6.1 The parties to this award are committed to the continual development of flexibility regarding the functions performed by Trust maintenance staff. The flexibility should be consistent with agreed productivity objectives and the removal of artificial demarcation work barriers by agreement, subject to competence and training.

6.2 The commitment extends to individual employees performing tasks which, while primarily involving the skills of the employee's classification, are incidental or peripheral to the primary task and enables the

completion of the whole task. Such incidental or peripheral tasks would be carried out giving due consideration to it being safe, legal, sensible and within the employee's competence.

- 6.3 Employees shall be required to perform all duties required by the Trust within their skill and competence. This clause is designed to ensure the elimination of demarcation barriers preventing an employee from performing the whole job.
- 6.4 In light of the commitment to productivity, efficiency and flexibility, employees agree to perform other works, such as preventative maintenance within the employees own trade area, on event days.
- 6.5 During the term of this award, the parties agree to confer on other productivity improvements.

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

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

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

8. Hours of Work

8.1 Ordinary hours of work

8.1.1 The ordinary hours of work shall be an average of 38 hours per week over a four week cycle which allows for the accrual of a rostered day off in accordance with clause 9 of this award. Such ordinary hours may be worked between the hours of 6.00am and 6.00 pm.

8.1.2 Notwithstanding 8.1.1, the parties acknowledge that the ordinary hours of work will generally be worked between the hours of 7.00 a.m. and 3.30 p.m. Such hours may be varied to accommodate operational requirements by agreement between the Trust and an employee, provided that such hours shall not be worked outside the span of hours specified in 8.1.1 without the payment of overtime.

8.2 During such hours employees shall be entitled to two paid rest breaks of ten minutes duration. It is agreed that the current afternoon "smoko" will be taken at the end of the ordinary working hours each day.

8.3 In addition to the breaks specified in clause 8.2, employees shall be allowed one unpaid meal break each day of 30 minutes duration. Such break shall not count as time worked

8.4 Overtime

8.4.1 Subject to clause 8.1, all time worked at the direction of the Trust in excess of the ordinary hours provided for in clause 8 Hours of Work shall be overtime and paid at the rate of time and one half for the first two hours and double time thereafter.

8.5 All time worked at the direction of the Trust on weekends shall be paid as follows:

8.5.1 Prior to 12 noon on Saturday at the rate of time and one half for the first two hours and double time thereafter.

8.5.2 After 12 noon on Saturday at the rate of double time.

- 8.5.3 An employee required to work overtime on a Saturday shall be afforded at least 4 hours' work or paid for 4 hours at the appropriate rate except where such overtime is continuous with overtime commenced on Friday.
- 8.5.4 On Sunday at the rate of double time.
- 8.6 In computing overtime and weekend penalties each day shall stand alone.
- 8.7 Crib Break
- 8.7.1 An employee working overtime shall be allowed a crib break of 20 minutes at the appropriate rate without deduction of pay after the completion of a minimum of 4 hours work provided that the employee continues work after such crib break. The crib break is to be given and taken at a mutually agreeable time as soon as practicable after the completion of the 4 hours worked.
- 8.7.2 The provision of 8.7.2 shall only apply to those employees engaged as Electricians previously falling within the scope of the Electricians, &c. (State) Award, and who are eligible to be members of the ETU and to those employees engaged as Plumbers previously falling within the scope of the Plumbers and Gasfitters (State) Award, and who are eligible to be members of the NSW Plumbers and Gasfitters Employees' Union:
- Unless the period of overtime is less than 1 ½ hours an employee before starting overtime after working ordinary hours shall be allowed the crib break of 20 minutes which shall be paid for at ordinary rates. The Trust and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the Trust shall not be required to make any payment in respect of any time allowed in excess of 20 minutes. Subject to any agreement reached in accordance with this provision, this crib break will be taken immediately after the afternoon smoko prior to starting overtime.
- 8.7.3 The provision of 8.7.3 shall only apply to those employees falling within the scope of the Building Employees Mixed Industries (State) Award, and who are eligible to be members of the CFMEU:
- When an employee is required to work overtime after the usual ceasing time for the day for two hours or more, the employee shall be allowed to take at the employees ordinary rate of pay a crib break of 20 minutes in duration immediately after ceasing time. This crib break will be taken immediately after the afternoon smoko prior to starting overtime.
- 8.8 Rest Period After Overtime
- 8.8.1 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have a rest period of at least 10 consecutive hours following the completion of such duty.
- 8.8.2 An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work the following day that he/she has not had at least the rest period specified in 8.8.1 off duty between those times, shall subject to this subclause, be released after the completion of such overtime until he/she has had the rest period specified in 8.8.1 off duty without loss of pay for ordinary working time occurring during such absence.
- 8.8.3 If on the instruction of the Trust, an employee resumes or continues to work without having had ten consecutive hours off duty, the employee shall be paid at double rates until the employee is released from duty for such period, and shall be entitled to be absent from duty without loss of pay for ordinary hours until the employee has had ten consecutive hours off duty.

8.9 Call Back

- 8.9.1 An employee recalled to work overtime after leaving the Trust's premises (whether notified before or after leaving the premises) shall be paid a minimum of 4 hours' work at the appropriate rate for each time he/she is so recalled.
- 8.9.2 Overtime worked in the circumstances specified in 8.9.1 shall not be regarded as overtime for the purposes of subclause 8.8, rest period after overtime, when the actual time worked is less than a total of 3 hours.
- 8.9.3 The provision of 8.9.3 shall only apply to those employees engaged as Electricians previously falling within the scope of the Electricians, &c. (State) Award, and who are eligible to be members of the ETU and to those employees engaged as Plumbers previously falling within the scope of the Plumbers and Gasfitters (State) Award, and who are eligible to be members of the NSW Plumbers and Gasfitters Employees' Union:

In the case of an unforeseen circumstance arising resulting in an employee being called back, the employee shall not be required to work the full 4 hours if the job he/she was recalled to perform is completed in a shorter period.

8.10 Transport home from work

The provisions of 8.10 of this Award shall only apply to those employees engaged as Electricians previously falling within the scope of the Electricians, &c. (State) Award, and who are eligible to be members of the ETU and to those employees engaged as Plumbers previously falling within the scope of the Plumbers and Gasfitters (State) Award, and who are eligible to be members of the Plumbers and Gasfitters Employees Union:

Where an employee, after having worked overtime, or a shift for which he/she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available immediately upon completion of that overtime or shift, the Trust shall provide him/her with a conveyance to his/her home or pay him/her his/her current wage rate for the time reasonably occupied in reaching his/her home.

8.11 Standing By

The provisions of 8.11 of this Award shall only apply to those employees engaged as Electricians previously falling within the scope of the Electricians, &c. (State) Award, and who are eligible to be members of the ETU:

Subject to any custom now prevailing under which an employee is required regularly to hold him/herself in readiness for a call back, an employee required to hold him/herself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates for the time from which he/she is told to hold him/herself in readiness.

9. Rostered Days Off

- 9.1 The parties acknowledge and agree that in lieu of the provisions for the taking of rostered days off provided for in the parent awards, the following provisions shall apply:
- 9.1.1 Employees shall be entitled to accrue one rostered day off in the nominated work cycle;
- 9.1.2 Where circumstances prevent the taking of rostered days off within the nominated work cycle in accordance with 9.1.1 above, employees may not accumulate more than a maximum of 5 rostered days off at any one time;
- 9.1.3 The rostered day off shall be taken at a time mutually agreed to between the Trust and the employee; and

- 9.1.4 Employee who is required to work on their rostered day off shall be entitled to take an alternative day off agreed between the Trust and the employee.

9A. Commitment to Negotiations

- 9A.1 The parties will discuss hours of work patterns (including the nine day fortnight) in the workplace. Variation to the existing hours of work patterns will only occur by agreement between the parties and where they meet organisational requirements and are cost neutral. Nothing in this subclause will alter the rights and obligations contained in other provisions of this Award.

10. Apprentices

10.1 Term of Apprenticeship

- 10.1.1 The period of apprenticeship for the above mentioned trades shall not exceed four years.

10.1.2 Apprentices shall for every day of absence from their work during any year of the term of apprenticeship without the consent of the Trust serve one day at the end of the calendar period of any such year of their apprenticeship if required so to do by the Trust and the calendar period of the next succeeding year of apprenticeship shall be deemed not to begin until the said additional day or days have been served: Provided that in calculating the extra time to be so served the apprentice shall be credited with time which the employee has worked during the relevant year in excess of their ordinary hours of service.

10.2 Limitation of Overtime

10.2.1 No apprentice under the age of 18 years shall be required to work overtime unless the employee so desires.

10.2.2 No apprentice shall, except in an emergency work or be required to work overtime at times which would prevent their attendance at technical school as required by any statute, award or regulation application to the apprentice.

10.2.3 An apprentice shall not work overtime except under the direction of a tradesperson.

10.3 Prohibition of Labouring Work

10.3.1 An apprentice shall be deemed to be working at the trade when working in association with a tradesman upon the material and with the tools of trade usually used by a tradesman, as the case may be.

10.3.2 An apprentice shall not perform any other work than with the materials and tools of trade usually used by a tradesman, as the case may be.

10.4 Termination of Employment of Trainee Apprentices

10.4.1 Two weeks' notice of the termination of employment shall be given by either party.

10.5 TAFE Fees

10.5.1 The fees for attending such school or correspondence class shall be paid by the Trust by whom the apprentice is employed. Such fees shall be paid at the beginning of each school year. The obligation of the Trust in regard to fees payable in respect of apprentices undergoing studying the certificate diploma or degree courses shall be limited to those prescribed for the appropriate trade course.

10.6 School Based Apprentices

10.6.1 Progression through Wage Structure

- 10.6.1.1 School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice, provided that such apprentice satisfies the requirements of the Vocational Training Order issued by the NSW Department of Education and Training (DET) relevant to the trade being undertaken by the school based apprentice.
- 10.6.1.2 The rates of pay are based on a standard apprenticeship of four years (unless the apprenticeship is of three years duration). 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.

10.6.2 Conversion from a school based to a full time apprenticeship

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

10.6.3 Conditions of employment

- 10.6.3.1 Except as provided by this award, school based apprentices are entitled to pro-rata entitlements and all other conditions of employment contained in this Award.
- 10.6.3.2 The school based apprentice shall be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- 10.6.3.3 For the purposes of this sub-clause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- 10.6.3.4 The duration of the apprenticeship shall be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed 6 years.

10.7 Disputes and disciplinary matters

The Settlement of Dispute provisions of the Award, subject to the provisions of the *Apprenticeship and Traineeship Act 2001*, shall apply for the resolution of disputes and disciplinary matters. This means that in the event that a dispute cannot be resolved at the enterprise level in accordance with the Settlement of Dispute provisions of the Award, it will be first referred to the Vocational Training Tribunal in accordance with the *Apprenticeship and Traineeship Act 2001*. Then if necessary it will be referred to the Industrial Relations Commission of NSW.

10.8 Rate of Pay for school based apprentice

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

10.9 Leave Reserved

Leave is reserved to the parties to apply to amend subclause 27.9 if a Vocational Training Order relevant to the trade of a School based apprentice is amended without the agreement of the award parties.

11. Annual Leave

11.1 Annual leave

11.1.1 Subject to the *Annual Holidays Act 1944*; Annual leave accrues at 4 weeks per year, with such leave to be taken in accordance with the *Annual Holidays Act 1944*, within six months of the leave becoming an entitlement. The Trust sees annual leave as being important to the health and well being of the employees and their families and therefore encourages employees to take their annual leave each year.

11.1.2 The parties commit to reducing annual leave accruals in accordance with the *Annual Holidays Act 1944* by end of the nominal term of the award, specifically ensuring that annual leave accruals are maintained in accordance with the provisions of the Act.

11.2 Annual Leave Loading

11.2.1 In this subclause the *Annual Holidays Act 1944*, is referred to as "the Act".

11.2.2 Before an employee is given and takes his/her annual holiday, or, where by agreement between the Trust and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the Trust shall pay the employee a loading determined in accordance with this subclause.

11.2.3 The loading is payable in addition to the pay for the period of annual holiday given and taken and due to the employee under the Act and this award.

11.2.4 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled under the Act and this award and where such annual holiday is given and taken in separate periods, then in relation to each such separate period.

11.2.5 The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause 11.2.2 of this subclause at the rate per week of 17½ per cent of the appropriate ordinary wage rate calculated in accordance with the provisions of subclause 18.1 for the classification in which the employee was employed immediately before commencing his/her annual holiday but shall not include any other allowances, penalty or disability rates, commissions, bonuses, incentive payments, overtime rates or any other payments prescribed by this award.

11.2.6 No loading is payable to an employee who takes an annual holiday wholly or partly in advance: Provided that, if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such annual holiday and is to be calculated in accordance with 11.2.5 applying the award rates of wages payable on that day.

11.2.7 Where in accordance with the Act the Trust's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employee concerned:

- (1) an employee who is entitled under the Act to an annual holiday and who is given and takes such annual holiday shall be paid the loading calculated in accordance with subclause 11.2.5.
- (2) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him under the

Act such proportion of the loading that would have been payable to him under this subclause if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks bears to 52.

11.3 Annual Leave Loading on Termination of Employment

11.3.1 When the employment of an employee is terminated by the Trust for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled he/she shall be paid a loading calculated in accordance with subclause 11.2.5 for the period not taken.

11.3.2 Except as provided by subclause 11.3.1 of this paragraph no loading is payable on the termination of an employee's employment.

12. Sick Leave

12.1 Sick leave entitlement

12.1.1 A full-time employee who has been employed for less than five years shall be entitled to 10 days sick leave per annum.

12.1.2 A full-time employee who has been employed for more than five years shall be entitled to 20 days sick leave per annum during the sixth and subsequent years of service.

12.2.3 A full-time employee in the first year of employment with the Trust shall be entitled to 2.5 days sick leave every three months.

12.2 Conditions of sick leave

12.2.1 Employees are committed to reducing the amount of sick leave.

12.2.2 Where an employee is absent for more than one consecutive day, or more than five days in an anniversary year, the employee may be required to provide the Trust with a doctor's certificate or statutory declaration, stating the nature of the illness and the expected duration of the absence

12.3 Untaken sick leave is cumulative from year to year, however such leave is not payable on termination of employment.

12.4 Workers Compensation and Sick Leave

12.4.1 If an employee is suffering from an illness or injury for which a workers' compensation claim is made, the employee shall be paid sick leave while waiting for the claim to be approved provided that:

12.4.1.1 An appropriate medical certificate is produced.

12.4.1.2 The employee has sick leave accrued.

12.4.1.3 And further provided that:

12.4.1.3.1 There shall be no double counting of workers' compensation and sick leave.

12.4.1.3.2 If the claim is approved the employee's sick leave entitlements will be re-credited.

12.5 Personal/Carers Leave

12.5.1 Use of Sick Leave for the Purpose of Personal Carers Leave

- 12.5.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 12.2.1.3 of paragraph 12.5, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in Clause
- 12.5.1.2 The 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 Trust or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

- 12.5.1.4 An employee shall, wherever practicable, give the Trust notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Trust 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 Trust and employee shall discuss appropriate

arrangements which, as far as practicable, take account of the Trust's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 30 should be followed.

12.6 Unpaid Leave for Family Purpose

12.6.1 An employee may elect, with the consent of the Trust, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subclause 12.5.1.3.2 who is ill or who requires care due to an unexpected emergency.

12.7 Annual Leave for the Purpose of Personal/Carers Leave

12.7.1 An employee may elect with the consent of the Trust, 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.

12.7.2 Access to annual leave, as prescribed in paragraph 12.7.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

12.7.3 An employee and the Trust 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.

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

12.8 Time Off in Lieu of Payment for Overtime for the Purpose of Personal/Carers Leave

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

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

12.8.3 If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

12.8.4 Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

13. Long Service Leave

Refer to *Long Service Leave Act 1955*

14. Parental Leave

14.1 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)

By way of summary, Parental leave is divided between maternity, paternity and adoption leave.

Maternity leave is a single unbroken period up to a maximum of 52 weeks taken by a female employee in connection with the pregnancy or birth of a child of the employee.

Short Paternity leave is an unbroken period of up to 1 week taken at the time of the birth of the child or other termination of the pregnancy.

Extended paternity leave is a further unbroken period in order to be the primary care-giver of the child.

Adoption leave is leave taken by a male or female employee in connection with the adoption by the employee of a child under the age of 18 years.

The maximum period of parental leave is 52 weeks comprising of maternity and paternity leave. Parental leave is not to be taken concurrently with the exception of maternity leave and short paternity leave.

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

14.2.1 the employee or employee's spouse is pregnant; or

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

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

15. Bereavement Leave

15.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause 12.5.1.3.2.

15.2 The employee must notify the Trust as soon as practicable of the intention to take bereavement leave and will, if required by the Trust, provide to the satisfaction of the Trust proof of death.

15.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subclause 12.5.1.3.2 of Clause 12.5 - Personal/Carer's Leave of this award, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

15.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

15.5 Bereavement leave may be taken in conjunction with other leave available under this award. In determining such a request the Trust will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

15.6 Bereavement Entitlement for Casual Employees

(a) Subject to the evidentiary and notice requirements in Clause 15.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 12.5.1.3.2 of Clause 12.5 - Personal/Carer's Leave of this award.

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

(c) The Trust must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The right of the Trust to engage or not engage a casual employee are otherwise not affected.

16. Jury Service

16.1 A full time employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Trust an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have been paid in respect of

his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

- 16.2 An employee shall notify the Trust as soon as practicable of the date upon which he/she is required to attend for jury service, and shall provide the Trust with proof of his/her attendance, the duration of such attendance, and the amount received in respect thereof.

17. Induction/Training

- 17.1 All new employees of the Trust will attend an induction course. The purpose of the induction is to ensure each new employee is familiar with the Trust's operations, methods of work and to ensure that they are clearly instructed in and fully understand the Trust's expectations of them in regard to safety, quality, work performance, flexibility and attitude.

- 17.2 The induction shall include information of the following:

scope, purpose and general briefing on the contract;

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

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

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

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

outline of House Rules, including disciplinary procedures;

industrial organisations represented on site.

- 17.3 Trade Union Training Leave

The provisions of this subclause shall only apply to those employees previously falling within the scope of the Building Employees Mixed Industries (State) Award and who are eligible to be members of the CFMEU and those employees previously falling within the scope of the Plumbers and Gasfitters (State) Award and who are eligible to be members of the Plumbers and Gasfitters Employees' Union.

- 17.3.1 Subject to all qualifications in this clause, an employee appointed or elected as an accredited representative of the union [as defined] to which he/she belongs shall, upon application in writing to the Trust, be granted up to [5] five days leave with pay each calendar year non-cumulative to attend courses conducted or approved by the Australian Trade Union Authority.

- 17.3.2 Such Courses shall be designed and structured with the objective of promoting good industrial relations within the offsite building and construction industry associated with mixed enterprises.

- 17.3.3 Consultation may take place between the parties and the Australian Trade Union Training Authority, where appropriate, in the furtherance of this objective.

- 17.3.4 For the purpose of this clause an "accredited" representative of the union shall mean a steward/delegate recognised by the Trust.

- 17.3.5 The following scale shall apply:

No. of Employees Covered by this Award	Maximum Number of Employees Eligible to Attend Per Year	Maximum No. of Days Permitted
Up to 15	1	5
16 - 30	2	10
31 - 50	3	15
51 - 100	4	20
101 and over	5	25

- 17.3.6 The application for leave shall be given to the Trust at least 6 weeks in advance of the date of commencement of the course. The application for leave shall contain the following details:
- (a) The name of employee seeking the leave;
 - (b) The period of time for which the leave is sought [including course dates and the daily commencing and finishing times]; and
 - (c) The title, general description and structure of the course to be attended and the location of where the course is conducted.
- 17.3.7 The Trust shall advise the union within seven clear working days [Monday to Friday] of receiving the application as to whether or not the application for leave has been approved.
- 17.3.8 The time of taking leave shall be arranged so as to minimise any adverse effect on the Trusts operations. The onus shall rest with the Trust to demonstrate an inability to grant leave when an eligible employee is otherwise entitled.
- 17.3.9 The Trust shall not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the relevant award classification rate including supplementary payments, shift work loadings where relevant plus over-award payments where applicable.
- 17.3.10 Leave rights granted in accordance with this clause shall not result in additional payment or alternative time off to the extent that the course attended coincides with an employee's day off in the 19 day month work cycle or with any concessional leave.
- 17.3.11 An employee on request by the Trust shall provide proof of their attendance at any course within 7 days. If an employee fails to provide such proof the Trust may deduct any amount already paid for attendance from the next week's pay or from any other monies due to the employee.
- 17.3.12 Where an employee is sick during a period when leave pursuant to this clause has been granted proof of attendance at the course is not required for that period and the employee shall receive payment, if entitled, under the provisions of Clause 12 of this award.
- 17.3.13 Leave of absence granted pursuant to this clause shall count as service for all purposes of the award.

18. Wage Rates & Employee Related Cost Savings

- 18.1 The rates of pay for employees covered by this award are set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.
- 18.2 Employees covered by this award shall be paid the rates of pay as set out in Column One of Table 1 of Part B from the first full pay period on or after 9 October 2008.

18.3 Employees covered by this award shall be paid the rates of pay as set out in Column Two of Table 1 of Part B from the first pay period on or after 9 October 2009.

18.4 Employees covered by this award shall be paid the rates of pay as set out in Column Three of Table 1 of Part B from the first pay period on or after 9 October 2010.

18.5 Employee Related Cost Savings

18.5.1 The rates of pay set out in Part B Monetary Rates of this award contemplate the following employee related cost savings:

- (a) Plumbers to take on the servicing of the hot and cold pools in the Sydney Football Stadium reducing the use and cost of an external contractor.
- (b) Painters to produce function location signs in A frames reducing the use and cost of an external contractor.
- (c) Electricians to replace faulty fire detectors reducing the need for site visits and the cost of an external fire services contractor.
- (d) Electricians to investigate on failures of MATV system on event days reducing the use and cost of an external service contractor.
- (e) Electricians to investigate failure of video screens and scoreboards on event days reducing the use and cost of an external service contractor.
- (f) The Trust will discontinue engaging external contractors to cover employees when they are on leave.

18.5.2 During the term of this award, the parties are committed to the achievement of such employee related cost savings. Both the employees and the relevant unions agree to undertake and commit to the achievement of the employee related cost savings specified in clause 18.5.1.

19. Allowances

19.1 Sewer Choke Allowance

19.1.1 If an employee is employed upon any chokage or oil chokage (other than domestic) and is required to open up any soil pipe, waste pipe or drain pipe conveying offensive material, or scupper containing sewerage, he/she shall be paid an additional amount of \$6.00 per day or part of a day.

19.2 Height Allowance

19.2.1 An employee working on a building or structure of a height of 15 metres or more directly above a substantial level surface shall be paid a height allowance 0.53 cents per hour and an additional 0.53 cents per hour for each further 15 metres increase in the height at which he/she is working.

19.2.2 An employee working on any building or structure in a bosun's chair or swinging scaffold at a height up to 15 metres directly above a substantial level surface shall be paid a height allowance 0.53 cents per hour and an additional amount 0.53 cents per hour for each further 15 metres increase in the height at which he/she is working.

The allowances specified in 19.1 and 19.2 shall be increased annually in accordance with the State Wage Case Decision of the Industrial Relations Commission of New South Wales. No other rate or allowance specified in this award shall be subject to variation in accordance with this decision.

19.3 Higher Duties Allowance

19.3.1 In the event of the leading hand employee being absent for a period of 5 consecutive days or more, a replacement employee may be appointed as the acting leading hand by the Trust and shall receive the leading hand rate for all work performed Monday - Friday falling within the ordinary hours of work.

19.3.2 All work performed on weekends or as overtime shall be paid at the employee's ordinary rate of pay plus the appropriate loadings prescribed by the award.

19.3.3 In the event of a supervisory employee other than a leading hand being absent for a period of 5 or more consecutive days, a replacement employee may be appointed by the Trust and this employee shall receive an allowance of \$2 per hour for all ordinary hours of work.

19.3.4 All work performed on weekends or as overtime shall be paid at the employee's ordinary rate of pay plus the appropriate loadings prescribed by the award.

19.4 Living Away From Home

19.4.1 Trust employees shall be paid an allowance for all meals, travel and accommodation expenses incurred when required to perform work away from home. Such allowances shall be paid in accordance with the rates specified in circulars released by the Department of Premier and Cabinet. The rates shall be based on the most recent circular released.

19.5 No additional special rates or allowances shall be applicable other than those specified by this clause.

20. No Extra Claims

20.1 The agreed rates of pay comprehend all working conditions to be encountered in the performance of work within each trade. No additional special rates or allowances shall be applicable other than those specified by this award.

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

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

21. Payment of Wages

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

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

21.3 The pay period shall commence on a Wednesday and end at the end of usual time on a Tuesday the following fortnight.

21.4 The commencement of this enterprise Award, the Trust shall notify the employee of the day of the fortnight upon which the employee is to be paid his/her wages and allowances and such day shall be recorded in the employees wages and/or service record as pay day.

21.5 Pay day is usually Thursday per fortnight. Payments shall be paid and available to the employee not later than the cessation of ordinary hours of work on Thursday of each working fortnight.

21.6 Payment of wages on termination of employment

Upon termination of employment, wages and allowances due to an employee shall be paid to the employee on the day of such termination by electronic funds transfer or forwarded to the employee by e-mail/post on the next working day.

- 21.7 If wages are not paid on pay day, except where the default has not been caused by the Trust, a penalty of payment of 2 hours at ordinary rates shall be incurred and shall be paid together with the normal pay by midday on the next working day after pay day.

22. Superannuation

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

23. Public Holidays

- 23.1 The following days shall be observed as public holidays; New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day that is gazetted and proclaimed to operate throughout the State.
- 23.2 An employee who is not required to work on such day shall be paid a day's ordinary wages for each gazetted public holiday proclaimed to operate throughout the State and which falls on a day on which they would have ordinarily worked.

Employees shall receive an additional day in recognition of the union picnic day. This day shall be observed on the relevant date in December or an alternate date in December may be substituted by mutual agreement.

- 23.3 Employees required to work on such a public holiday specified in clause 23.1 and 23.2 shall be paid at the rate of double time and one half for a minimum of 4 hours for all time worked.
- 23.4 An employee shall not be entitled to payment for a holiday if he/she is absent from work without reasonable excuse; or without the consent of the Trust; on the ordinary working day before or the ordinary working day after a holiday.

24. Consultative Committee

- 24.1 Composition of Consultative Committee
- 24.1.1 A Consultative Committee shall continue to assist management in the implementation of initiatives consistent with the intent of the award.
- 24.1.2 The Consultative Committee shall consist of three representatives of the workforce, elected by the workforce, and two representatives of management, who shall meet as frequently as the Committee determines is necessary. It is intended that the members of the Committee would be from a broad cross-section of the workforce.
- 24.1.3 The Consultative Committee shall appoint a suitable person to keep minutes of meetings and to provide an agenda for each meeting.
- 24.1.4 In an effort to provide further input into the Committee from time to time, the Committee may invite other representatives to attend the Consultative Committee meetings.
- 24.2 Scope of Tasks of the Consultative Committee -
- 24.2.1 The tasks to be undertaken by the Consultative Committee shall be broad and shall be in the best interests of the quality and task execution for the enterprise, consistent with this award. The tasks to be undertaken shall include, but shall not necessarily be limited to, the following:

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

- facilitate the resolution of difficulties and problems which may arise;
- contribute to the development of work rosters;
- create feasible work methods to enhance productivity and efficiency;
- develop concepts for productivity and efficiency improvements within the enterprise;
- develop an open, participative and co-operative management approach;
- promote team-based work methods;
- assist with communication, participative and training programmes to bring about attitudinal and cultural change;
- ensure propagation of experience, knowledge and skills at all levels.

25. Occupational Health and Safety

25.1 Scope

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

25.2 Occupational Health and Safety Committee

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

25.3 Employee Obligation

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

25.4 First Aid

In the event of any serious accident happening to any employee whilst at work the Trust shall, at their expense, provide transport facilities to the nearest hospital or doctor.

26. Contracting of Works

- 26.1 The Trust may require additional resources to meet the requirements of an increased workload. The company may therefore engage the services of contractors to assist in meeting its contractual obligations.
- 26.2 The level of work undertaken by contractors in accordance with this clause shall be monitored in conjunction with the Consultative Committee.
- 26.3 The Trust shall take all steps to insure full utilisation of all staff employed under awards, and shall not engage contract services that will impact on the availability of work to full-time employees.

27. Trust Uniform and Personal Identification

27.1 Trust Uniform

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

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

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

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

27.2 Personal Identification

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

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

28. Tools

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

28.2 The provisions of subclause 28.3 and subclause 28.4 shall only apply to those employees engaged as carpenters, painters and sign writers previously falling within the scope of the Building Employees Mixed Industries (State) Award and who are eligible to be members of the CFMEU and those employees engaged as plumbers previously falling within the scope of the Plumbers and Gasfitters (State) Award and who are eligible to be members of the NSW Plumbers and Gasfitters Employees' Union.

28.3 An employee whose spectacles or hearing aids are genuinely damaged or destroyed by fire or spoiled by acids or sulphur or other deleterious substances due to the circumstances of the employee's employment shall be recompensed by the Trust to the extent of the loss. The Trust will not recompense an employee whose spectacles or hearing aids are damaged as a result of negligence or mishap on the part of an employee, for example, in situations where such items are dropped by the employee or where the employee has failed to wear the appropriate personal protective equipment to prevent such damage.

28.4 An employee shall be reimbursed by the Trust to a maximum of 150% of that employee's weekly wage for the loss of tools or equipment by fire or breaking and entering whilst securely stored at the Trust's direction in a room or building on the Trust's premises, job or workshop or in a lock-up, or if the tools are lost or stolen whilst being transported by the employee at the Trust's direction between or on job sites, or if the tools are lost over water during such transit or if the tools are lost or stolen from the Trusts premises during an employee's absence after leaving the job because of injury or illness. No reimbursement shall be made to an employee in the event that there tools or equipment are damaged or stolen whilst stored at the employee's premises or in the employee's vehicle with the exception of when such vehicle may be used as transportation at the Trust's request between jobsites.

28.5 Sharpening Tools

28.5.1 The Trust shall supply suitable grinding stone or carborundum stone for the use of the employees. Where such grindstone or carborundum stone is not driven by mechanical power the Trust shall provide assistance in turning the grindstone and/or carborundum stone.

28.5.2 Saw sharpening and tool grinding may be done by the employee during the progress of the work or the Trust shall pay or shall provide the same.

28.6 The following provisions shall only apply to employees engaged as Electricians previously falling within the scope of the Electricians, &c. (State) Award and who are eligible to be members of the Electrical Trades Union (ETU):

28.6.1 Provision of tools

The Trust shall continue to provide such tools of trade as we customarily provided to them at the time of the making of this Award.

28.6.2 Power tools, &c.

The Trust shall provide for the use of tradesmen and apprentices all power tools, special purpose tools, precision measuring instruments and electrical measuring and/or testing instruments where the use of such equipment is reasonable and necessary.

28.6.3 Carrying tools, & c.

An employee shall not be required to carry tools and/or materials exceeding 20 kilograms in weight to or from the job.

28.6.4 Storing employees' tools

At each workshop or depot and at each job site, the Trust shall provide suitable free storage accommodation for employee's tools. An employer shall ensure that such tool storage and accommodation is as secure as practicable against unauthorised entry outside working hours.

28.6.5 Damage to tools

Compensation to the extent of the damage sustained shall be made where, in the course of the work, tools are damaged or destroyed by fire, or molten metal or through the use of corrosive substances; provided that the Trust's liability shall be limited to such tools of trade as are ordinarily required for the performance of the employees duties.

29. Posting of Notices

29.1 No employee shall prevent an official of the union at any reasonable time from posting or keeping posted a copy of this award or any notice of the union, not exceeding 35cm by 22cm, in a suitable place on any job.

30. Union Delegate

30.1 An employee appointed as a job delegate shall upon notification by the union to the Trust be recognised as the accredited representative of the union to which the employee belongs and shall be allowed all necessary time during working hours to submit to the Trust matters affecting the employees the employee represents and further shall be allowed reasonable time during working hours to attend to job matters affecting their union. A job delegate shall notify the Trust's representative and the union prior to the calling of any stop work meeting.

30.2 Prior to transfer or dismissal, excluding summary dismissal, 2 days' notice shall be given to any job delegate and their appropriate union. In the event of the union disputing the decision of management to

transfer or terminate the services of the job delegate the employee shall remain on the job during which time the Industrial Relations Commission shall deal with the matter.

31. Fares and Travelling Time

- 31.1 When an employee, after reporting to the usual place of work, is required to perform work at another place the employee shall be paid all fares and travelling time incurred. When an employee is required to report for work at a place other than the usual place of work the employee shall be paid all fares reasonably incurred in excess of those the employee normally would incur attending at the usual place of work and shall be paid all travelling time in excess of that taken to reach the usual place of work.
- 31.2 Such allowances shall be paid in accordance with the rates specified in circulars released by the Department of Premier and Cabinet. The rates shall be based on the most recent circular released.

32. Income Protection Insurance

- 32.1 Persons employed in accordance with this award applies shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by the Union parties to this Award. It is a term of this Award that the Trust will bear the costs of 1.27% (inclusive of GST) of gross weekly pay per week per member towards providing income protection insurance.

33. Grievance and Dispute Procedures

- 33.1 The aim of this procedure is to ensure that during the life of this enterprise award, industrial grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level possible in the workplace. When a dispute or grievance arises, or is considered likely to occur, the following steps shall be followed:
- 33.1.1 The matter is discussed between the staff member(s) and the supervisor involved. If the matter is not resolved, then:
- 33.1.2 The employee may be required to provide in writing the substance of the grievance and state the remedy sought.
- 33.1.3 The matter is discussed between the staff member(s), the supervisor and the manager. If the matter remains unresolved, then:
- 33.1.4 The matter is discussed between staff member(s), the union delegate or staff member's representative and the supervisor and/or manager. If the matter remains unresolved, then:
- 33.1.5 The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member(s) representative.
- 33.2 Each of the steps will be followed within a reasonable time frame, allowing sufficient time for discussions at each level of authority and having regard to the nature of the grievance or dispute.
- 33.3 If the matter remains unresolved, then, it may be referred by either party to the Industrial Relations Commission of New South Wales to exercise its functions under the *Industrial Relations Act 1996*. The parties agree to exhaust the conciliation process before considering this step.
- 33.4 At any stage of this procedure, the Trust may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees.
- 33.5 It is agreed that the parties will not deliberately frustrate or delay these procedures.
- 33.6 Normal work will continue without disruption while these procedures are followed.

34. Termination of Employment

- 34.1 In order to terminate the employment of an employee the Trust shall give to the employee the following notice or pay in lieu of notice except where the circumstances of termination of employment fall within the provisions of Clause 35 - Redundancy, of this award:

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

In addition to the notice above, employees over 45 years of age at the time notice is given with not less than two years continuous service, shall be entitled to an additional week's notice.

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.

- 34.2 In order to terminate their employment an employee shall give the Trust two weeks notice or forfeiture of two week's wage,
- 34.3 Notwithstanding the provisions of subclause 34.1 the Trust shall have the right to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only.

35. Redundancy

35.1 Application

35.1.1 This clause shall apply in respect of persons employed in the classifications contained in this award.

35.1.2 In respect to employers who employ 15 employees or more immediately prior to the termination of employment of employees, see subclause 34.4 - Termination of Employment of this clause.

35.1.3 Notwithstanding anything contained elsewhere in this award, this award shall not apply to employees with less than one year's continuous service and the general obligation on the Trust shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

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

35.2 Introduction of Change

35.2.1 Trusts Duty to Notify

- (1) Where the Trust has made a definite decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Trust shall notify the employees who may be affected by the proposed changes and the union to which they belong.

- (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Trusts workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or location and the restructuring of jobs.

35.2.2 Trust's Duty to Discuss Change

- (1) The Trust shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause 35.2.1(1) the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (2) The discussion shall commence as early as practicable after a definite decision has been made by the Trust to make the changes referred to in subclause 32.5.1(1) of this clause.
- (3) For the purpose of such discussion, the Trust shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. Provided that the Trust shall not be required to disclose confidential information, the disclosure of which would adversely affect the Trust.

35.3 Redundancy

35.3.1 Discussions Before Terminations

- (1) Where the Trust has made a definite decision that the Trust no longer wishes the job the employee has been doing done by anyone pursuant to subclause 35.2.1(1) and that decision may lead to the termination of employment, the Trust shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the Trust has made a definite decision which will invoke the provision of subparagraph (1) of this subclause and shall cover, inter alia, any reasons for the proposed termination and measures to mitigate any adverse effects of any termination of the employees concerned.
- (3) For the purposes of the discussion the Trust shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Trust shall not be required to disclose confidential information, the disclosure of which would adversely affect the Trust.

35.4 Termination of Employment

35.4.1 Notice for Changes in Production, Programme, Organisation or Structure

This subclause sets out the notice provisions to be applied to terminations by the Trust for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subclause 35.2.1(1) of this award.

- (1) In order to terminate the employment of an employee the Trust shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

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

35.4.2 Notice for Technological Change

This subclause sets out the notice to be applied to terminations by the Trust for reasons arising from "technology" in accordance with subclause 35.2.1(1) of this award:

- (1) In order to terminate the employment of an employee the Trust shall give to the employee 3 months notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the Trust 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.

35.4.3 Time Off During the Notice Period

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

35.4.4 Employee Leaving During the Notice Period

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

35.4.5 Statement of Employment

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

35.4.6 Notice to Centrelink

Where a decision has been made to terminate employees, the Trust shall notify the Centrelink thereof as soon as possible giving relevant information including the number of categories of the

employees likely to be affected and the period over which the terminations are intended to be carried out.

35.4.7 Centrelink Separation Certificate

The Trust shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink

35.4.8 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph 35.2.1 of subclause 35.2 above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment has been terminated, and the Trust may at the Trust's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

35.5 Severance Pay

35.5.1 Where an employee is to be terminated pursuant to subclause 35.4 of this clause, subject to further order of the Industrial Relations Commission, the Trust shall pay the employee the following severance pay in respect of a continuous period of service:

- (1) If an employee is under 45 years of age, the Trust shall pay in accordance with the following scale:

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

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

Years of Service Entitlement	45 Years of Age and Over
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

- (3) "Weeks pay" means the all purpose rate for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances paid in accordance with Clauses 18 - Wage Rates and Employee Related Cost Savings; 19 - Allowances, 28 - Tools of this Award.

35.5.2 Incapacity to Pay

Subject to an application by the Trust and further order of the Industrial Relations Commission, the Trust may pay a lesser amount (or no amount) of severance pay than that contained in subclause 35.5 above.

The Commission shall have regard to such financial and other resources of the Trust concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 35.5 above will have on the Trust.

35.5.3 Alternative Employment

Subject to an application by the Trust and further order of the Commission, the Trust may pay a lesser amount (or no amount) of severance pay than that contained in subclause 35.5 above if the Trust obtains acceptable alternative employment for an employee.

36. Relationship to Parent Awards

- 36.1 It is agreed that this enterprise award shall supersede and operate to the exclusion of any other industrial instrument, including any parent award that may have previously applied to employees covered by this award. To avoid doubt, this award will prevail in the event of any inconsistency between this award and the previous Enterprise and parent awards. Accordingly, it shall be read and interpreted as a stand-alone award.

37. Anti-Discrimination

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

NOTES:

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

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

38. Area, Incidence and Duration

- 38.1 This enterprise award shall apply to all maintenance staff employed by the Sydney Cricket and Sports Ground Trust at the Moore Park site, previously regulated by the following parent awards:
- 38.1.1 Plumbers and Gasfitters (State) Award
- 38.1.2 Electricians, &c. (State) Award
- 38.1.3 Building Employees (Mixed Industries) (State)
- 38.1.4 General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award
- 38.2 This enterprise award rescinds and replaces the Sydney Cricket and Sports Ground Trust (Maintenance Staff) Award 2005 published 31 March 2006 (358 IR 645) as varied.
- 38.3 This enterprise award shall operate on from the first full pay period on or after 9 October 2008 until 9 October 2011.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	Current Rate of Pay \$	Rates operative on and from the First Full Pay Period On or after 9 October 2008 \$	Rates operative on and from the First Full Pay Period on or after 9 October 2009 \$	Rate operative on and from the First Full Pay Period On or After 9 October 2010 \$
Carpenter Leading Hand	25.9705	27.0093	28.0897	29.2133
Carpenter	24.7787	25.7698	26.8006	27.8727
Electrician Leading Hand	28.6257	29.7707	30.9616	32.2000
Electrician	27.1006	28.1846	29.3120	30.4845
Electrician Apprentice 1st Year	9.5525	9.9346	10.3320	10.7453
Electrician Apprentice 2nd Year	12.4657	12.9643	13.4829	14.0222
Electrician Apprentice 3rd Year	17.8939	18.6097	19.3540	20.1282
Electrician Apprentice 4th Year	20.4854	21.3048	22.1570	23.0433
Plumber Leading Hand	28.7359	29.8853	31.0807	32.3240
Plumber	27.8100	28.9224	30.0793	31.2825
Painter Leading Hand	26.0074	27.0477	28.1296	29.2548
Painter	24.5844	25.5678	26.5905	27.6541
Painter Apprentice 1st Year	8.9924	9.3521	9.7262	10.1152

Painter Apprentice 2nd Year	12.7672	13.2779	13.8090	14.3614
Painter Apprentice 3rd Year	16.6121	17.2766	17.9676	18.6864
Painter Apprentice 4th Year	18.6295	19.3747	20.1497	20.9557
Labourer Grade 2	21.7543	22.6245	23.5295	24.4706
Labourer Grade 3	23.2317	24.1610	25.1274	26.1325

P. J. SAMS *D.P.*

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TEACHERS (CATHOLIC INDEPENDENT SCHOOLS) (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2279 of 2008)

Before The Honourable Justice Walton, Vice-President

23 November 2009

VARIATION

1. Delete clause 1, Arrangement of the award published 16 June 2006 (359 I.G. 689) and insert in lieu thereof the following:

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Terms of Engagement
4.	Salaries and Related Matters
5.	Promotion Positions
6.	Teacher-Librarians
7.	Annual Adjustment of Salary
8.	Annual Holiday Loading
9.	Union Members and Representative
10.	Sick Leave
11.	Catholic Personal/Carer's Leave
12.	Parental Leave
13.	Long Service Leave
14.	Other Leave
15.	Termination
16.	Occupational Superannuation (Contribution by Employer)
17.	Anti-Discrimination
18.	Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the Ombudsman Act, 1974
19.	Suspension
20.	Disputes Procedure
21.	No Extra Claims
22.	Leave Reserved
23.	Area, Incidence and Duration

PART B - MONETARY RATES

Table 1A - Annual Salary

Table 1B - Annual Salary

Table 1C - Annual Salary

Table 1D - Annual Salary

- Table 1G - Annual Salary
- Table - Annual Salary - St Augustine’s College, Brookvale
- Table - Annual Salary - St Joseph’s College, Hunters Hill
- Table 2A - Coordinator and Assistant Principal Allowances
- Table 2B - Coordinator and Assistant Principal Allowances
- Table 2C - Coordinator and Assistant Principal Allowances
- Table 2D (i) - Coordinator and Assistant Principal Allowances
- Table 2D (ii) - Coordinator and Assistant Principal Allowances - St Gregory’s College, Campbelltown
- Table 2D (iii) - Salary for Assistant Principals at Oakhill College, Castle Hill and Our Lady of Lebanon College, Harris Park
- Table 2G (i) - Coordinator and Assistant Principal Allowances- St Patrick’s College, Campbelltown and Mater Dei
- Table 2G (ii) - Coordinator and Assistant Principal Allowances - Mount St Benedict College, Pennant Hills and St Scholastica’s College, Glebe
- Table - Coordinator and Assistant Principal Allowances - St Joseph’s College, Hunters Hill
- Table 3 - Other Rates
- Annexure A - Teacher Classifications and Teacher-Librarians
- Annexure B - Portability of Sick Leave

2. Delete subclause (t) of clause 2, Definitions and insert in lieu thereof the following:
 - (t) "Senior Teacher 1" means a teacher classified as such. In the case of List D employers (except St Gregory’s College Campbelltown) such classification shall have been prior to 15 August 2001.
3. Delete subclause (aa) of clause 2, Definitions and insert in lieu thereof the following:
 - (aa) "Employing Authority" means an employer bound by either this award, the Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2009 published on 31 July 2009 at [368 I.G. 1152], the Teachers (Country and Regional Dioceses) (State) Award 2009 published on 31 July 2009 at [368 I.G. 1194] or the Teachers (Independent Schools) (State) Award 2007 published 26 January 2007 at [361 I.G. 1427] or any award or agreement replacing such awards.
4. Delete paragraph (a) of subclause 4.1 of clause 4, Salaries and Related Matters, and insert in lieu thereof the following:
 - (a) The minimum annual rate of salary payable to full-time teachers in schools shall be in accordance with the relevant table of Part B, Monetary Rates as set out below. Fortnightly salaries shall be ascertained by multiplying the annual salary by 14 and dividing by 365 with the answer rounded to two decimal points.

Employer	Relevant Table of Part B, Monetary Rates
List A Chevalier College, Bowral Rosebank College, Five Dock St Mary Star of the Sea College, Wollongong St Vincent’s College, Potts Point	Table 1A - Annual Salary
List B Brigidine College, St Ives Our Lady of Mercy College, Parramatta Santa Sabina College, Strathfield	Table 1B - Annual Salary

<p>List C Schools operated by the Trustees of the Christian Brothers:</p> <p>Christian Brothers High School, Lewisham Edmund Rice College, Wollongong St Dominic's College, Penrith St Edmund's School, Wahroonga St Edward's College, East Gosford St Gabriel's School for Hearing Impaired Children, Castle Hill St Patrick's College, Strathfield St Pius X College, Chatswood Waverley College, Waverley</p>	Table 1C - Annual Salary
<p>List D Boys' Town, Engadine Holy Saviour School, Greenacre Mount St Joseph Milperra Oakhill College, Castle Hill Our Lady of Lebanon College, Harris Park Red Bend Catholic College, Forbes St Charbel's College, Punchbowl St Gregory's College, Campbelltown St Lucy's School, Wahroonga St Maroun's College, Dulwich Hill St Paul's International College, Moss Vale The John Berne School, Lewisham Trinity Catholic College, Lismore</p>	Table 1D - Annual Salary
<p>List G Mater Dei Mount St Benedict College, Pennant Hills St Patrick's College, Campbelltown St Scholastica's College, Glebe</p>	Table 1G - Annual Salary
St Augustine's College, Brookvale	Table - Annual Salary - St Augustine's College, Brookvale
St Joseph's College, Hunters Hill	Table - Annual Salary - St Joseph's College, Hunters Hill

5. Delete paragraph (a) of subclause 4.7 of clause 4, Salaries and Related Matters, and insert in lieu thereof the following:

- (a) For List A employers, List B employers, List C employers, Mount St Benedict College, Pennant Hills; St Augustine's College, Brookvale; St Gregory's College, Campbelltown; St Joseph's College, Hunters Hill and St Scholastica's College, Glebe:

A Five or Four Years Trained Teacher who has completed twelve months on Step 13 may apply to be classified as a Senior Teacher 1, with salary as set out in the relevant table of Part B, Monetary Rates (as determined by subclause 4.1(a) of this award) pursuant to paragraph (b) of this subclause.

6. Delete paragraph (b) of subclause 4.8 of clause 4, Salaries and Related Matters, and insert in lieu thereof the following:

- (b) List C Employers

The union and List C employers have agreed that the classification of Senior Teacher 1 shall be retained until 31 December 2009. List C employers reserve the right to review the classification at that time, including consideration of its phase-out.

7. Delete subclause 5.1 of clause 5, Promotion Positions, and insert in lieu thereof the following:

5.1 Allowances

(a) The allowances for Positions of Special Responsibility shall be in addition to the salary applicable to the appointee provided the Assistant Principal at Oakhill College, Castle Hill and Our Lady of Lebanon College, Harris Park shall receive the salary only specified in the relevant table.

(b) The allowance for Coordinator and Assistant Principal positions shall be as set out in -

Table 2A - Coordinator and Assistant Principal Allowances for List A employers;

Table 2B - Coordinator and Assistant Principal Allowances for List B employers;

Table 2C - Coordinator and Assistant Principal Allowances for List C employers and St Augustine's College, Brookvale;

Table 2D(i) - Coordinator and Assistant Principal Allowances for List D employers, provided that in the case of St Gregory's College, Campbelltown, the rates of pay and allowances shall be as set out in Table 2D (ii) Coordinator and Assistant Principal Allowances St Gregory's College, Campbelltown and in the case of Assistant Principals employed by Oakhill College, Castle Hill and Our Lady of Lebanon College, Harris Park the salary shall be as set out in Table 2D(iii) Salary for Assistant Principals at Oakhill College, Castle Hill and Our Lady of Lebanon College, Harris Park;

Table 2G(i)- Coordinator and Assistant Principal Allowances- St Patrick's College, Campbelltown and Mater Dei;

Table 2G(ii) - Coordinator and Assistant Principal Allowances- Mount St Benedict College, Pennant Hills and St Scholastica's College, Glebe; and

Table - Coordinator and Assistant Principal Allowances for St Joseph's College, Hunters Hill.

(NOTATION: refer to clause 4.1(a) of this award for the list of employers in each category.)

8. Delete paragraph (f) of subclause 10.4 of clause 10, Sick Leave, and insert in lieu thereof the following:

(f) Exclusions

The following Catholic Independent Schools are excluded from the provisions of this subclause: Boys' Town, Engadine; Our Lady of Lebanon College, Harris Park; St Augustine's College, Brookvale, St Charbel's College, Punchbowl; and St Maroun's College, Dulwich Hill.

9. Delete paragraph (a) of subclause 16.3 of clause 16, Occupational Superannuation (Contribution By Employer), and insert in lieu thereof the following:

(a) Except as provided in paragraphs (c), (d), (f) and (g) of this subclause, each employer shall, in respect of each employee employed by it, pay contributions into a fund to which the employee is eligible to belong; and, if the employee is eligible to belong to more than one fund, the fund is nominated by the employee, at the rate of nine per cent of the employee's basic earnings.

10. Insert the following new paragraph (g) into subclause 16.3 of clause 16, Occupational Superannuation (Contribution By Employer), and re-number paragraphs thereafter accordingly:

(g) An employer shall not be required to make contributions pursuant to this clause in respect of employees aged 75 years or older; or in respect of employees aged 70 to 74 for periods where

those employees have been employed for less than 40 hours in a 30 day period within the financial year during which the contributions would otherwise be made.

11. Delete clause 21, No Extra Claims, and insert in lieu thereof the following:

21. No Extra Claims

- 21.1 Subject to clause 22, Leave Reserved, it is a term of this award that the union will not make or pursue any extra claims for improvements in wages or other terms and conditions of employment:

for List A and List B employers and St Joseph's College, Hunters Hill, until 31 January 2010;

for all other employers, until 31 December 2009.

- 21.2 The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for under any decision of any industrial tribunal (including any State Wage Case decision) handed down prior to or during the nominal term of this award and no claim can be made for such increases until the date prescribed in subclause 21.1.

12. Insert the following new clause 22, Leave Reserved, and re-number clauses thereafter accordingly:

22. Leave Reserved

- 22.1 The establishment of the classification of Professionally Accomplished Teacher shall be the subject of further discussion between the parties and will be conditional upon the availability of Commonwealth funds.

- 22.2 If the process and circumstances specified in subclause 22.1 have occurred but there is no agreement reached on the rate of pay and other matters related to this classification, leave is reserved for either party to apply to the Industrial Relations Commission in relation to this matter.

13. In the re-numbered clause 23, Area, Incidence and Duration, delete subclause 23.2 and insert in lieu thereof the following:

- 23.2 Subject to subclause 23.3, it shall apply to all teachers and teacher/librarians employed in any recognised Catholic school or special school registered under the provisions of the Education Act 1990 including the following:

Boys' Town, Engadine
 Brigidine College, St Ives
 Chevalier College, Bowral
 Christian Brothers High School, Lewisham
 Edmund Rice College, Wollongong
 Holy Saviour School, Greenacre
 Mater Dei
 Mount St Benedict College, Pennant Hills
 Mount St Joseph Milperra
 Oakhill College, Castle Hill
 Our Lady of Lebanon College, Harris Park
 Our Lady of Mercy College, Parramatta
 Red Bend Catholic College, Forbes
 Rosebank College, Five Dock
 Santa Sabina College, Strathfield
 St Augustine's College, Brookvale
 St Charbel's College, Punchbowl
 St Dominic's College, Penrith
 St Edmund's School, Wahroonga
 St Edward's College, East Gosford
 St Gabriel's School, Castle Hill

St Gregory's College, Campbelltown
 St Joseph's College, Hunters Hill
 St Lucy's School, Wairoonga
 St Maroun's College, Dulwich Hill
 St Mary Star of the Sea College, Wollongong
 St Patrick's College, Campbelltown
 St Patrick's College, Strathfield
 St Paul's International College, Moss Vale
 St Pius X College, Chatswood
 St Scholastica's College, Glebe
 St Vincent's College, Potts Point
 The John Berne School, Lewisham
 Trinity Catholic College, Lismore
 Waverley College, Waverley

and excluding Catholic schools operated by the Archdioceses of Canberra-Goulburn or Sydney or the Dioceses of Armidale, Bathurst, Broken Bay, Lismore, Maitland-Newcastle, Parramatta, Wagga Wagga, Wilcannia-Forbes or Wollongong and excluding Catholic schools covered by the Teachers (Independent Schools) (State) Award 2007 as published on 25 January 2007 at [361 IG 1427].

Provided further that the award shall not apply to the following persons:

- (a) teachers of music or other individual arts who are remunerated on an individual fee basis;
 - (b) members of a recognised religious order and/or Clerks in Holy Orders, and/or Ministers of Religion; provided that application may be made on behalf of any such member to be included within the scope of this award;
 - (c) employees within the jurisdiction of the Independent Schools and Colleges, General Non-teaching Staff &c. (State) Industrial Committee and the Kindergartens &c. (State) Industrial Committee;
 - (d) persons employed in kindergartens, nursery schools or other pre-school centres licensed as child care centres under the Children and Young Persons (Care and Protection) Act 1998.
14. Delete Part B - Monetary Rates, of the Award and insert the following:

PART B - MONETARY RATES

Table 1A- Annual Salary

Step	Annual Salary from the first full pay period on or after 1 February 2009 (4%) \$
1	44,371
2	47,250
3	50,395
4	53,009
5	55,888
6	58,770
7	61,647
8	64,530
9	67,406
10	70,287
11	73,168
12	76,051
13	78,930
Senior Teacher 1	81,424

This table applies to teachers employed at Chevalier College, Bowral; Rosebank College, Five Dock; St Mary Star of the Sea College, Wollongong and St Vincent's College, Potts Point.

N.B the rates of pay applying before the first full pay period on or after 1 February 2007 were determined in accordance with the provisions of the Teachers (Independent Schools) (State) Award 2004

Table 1B - Annual Salary

Step	Annual Salary from the first full pay period on or after 1 February 2009 (4%) \$
1	43,377
2	46,191
3	49,267
4	51,821
5	54,636
6	57,450
7	60,266
8	63,083
9	65,895
10	68,712
11	71,527
12	74,341
13	79,041
Senior Teacher 1	81,148

This table applies to teachers employed at Brigidine College, St Ives; Our Lady of Mercy College, Parramatta and Santa Sabina College, Strathfield.

Table 1C - Annual Salary

Step	Effective from first full pay period on or after 1 January 2009 (4.4%) \$
1	42,087
2	44,820
3	47,806
4	50,281
5	53,015
6	55,744
7	58,478
8	61,212
9	63,938
10	66,674
11	69,405
12	72,132
13	77,812
Senior Teacher 1	79,504

This table applies to teachers employed in schools operated by the Trustees of the Christian Brothers, that is Christian Brothers High School, Lewisham; Edmund Rice College, Wollongong; St Dominic's College, Penrith; St Edmund's School, Wahroonga; St Edward's College, East Gosford; St Gabriel's School for Hearing Impaired Children, Castle Hill; St Patrick's College, Strathfield; St Pius X College, Chatswood; Waverley College, Waverley.

Table 1D - Annual Salary

Step	Effective from first pay period on or after 1 January 2009 (4.4%) \$
1	40,909
2	44,590
3	47,563
4	50,026
5	52,745
6	55,458
7	58,178
8	60,898
9	63,614
10	66,332
11	69,047
12	71,769
13	78,667
Senior Teacher 1*	79,467

* Applies to teachers employed at St Gregory's College, Campbelltown only.

This table applies to teachers employed in schools in List D in paragraph (a) of sub clause 4.1 of clause 4, Salaries and Related Matters. These schools are: Boys' Town, Engadine; Holy Saviour School, Greenacre; Mount St Joseph Milperra; Oakhill College, Castle Hill; Our Lady of Lebanon College, Harris Park; Red Bend Catholic College, Forbes; St Charbel's College, Punchbowl; St Gregory's College, Campbelltown; St Lucy's School, Wahroonga; St Maroun's College, Dulwich Hill; St Paul's International College, Moss Vale; The John Berne School, Lewisham; and Trinity Catholic College, Lismore.

Table 1G - Annual Salary

Step	Effective from first pay period on or after 1 January 2009 (4.4 %) \$
1	40,909
2	44,590
3	47,563
4	50,026
5	52,745
6	55,458
7	58,178
8	60,898
9	63,614
10	66,332
11	69,047
12	71,769
13	78,667
Senior Teacher 1*	79,467

*Applies only to teachers employed at Mount St Benedict College, Pennant Hills and St Scholastica's College, Glebe.

This table applies to teachers employed at the following schools: Mater Dei; Mount St Benedict College, Pennant Hills; St Patrick's College, Campbelltown and St Scholastica's College, Glebe.

Table - Annual Salary - St Augustine's College, Brookvale

Step	Effective from first full pay period on or after 1 January 2009 (increase of 4.92% Steps 2-Senior Teacher 1) \$
1	42,087
2	44,820
3	47,806
4	50,281
5	53,015
6	55,744
7	58,478
8	61,212
9	63,938
10	66,674
11	69,405
12	72,132
13	79,062
Senior Teacher 1	79,854

This table applies to teachers employed at St Augustine's College, Brookvale.

Table - Annual Salary - St Joseph's College, Hunters Hill

Step	Effective from first pay period on or after 1 February 2009* \$
1	43,040
2	45,833
3	48,883
4	51,419
5	54,211
6	57,007
7	59,798
8	62,594
9	65,384
10	68,178
11	70,973
12	73,769
13	78,630
Senior Teacher 1*	78,981

*These rates calculated as 97% of List A rates in 2009.

Table 2A - Coordinator & Assistant Principal Allowances

Position	Annual Allowances from the first full pay period on or after 1 February 2009 (4%) \$
Senior Teacher 2	6,532
Co-ordinator 1	6,532
Co-ordinator 2	13,063
Co-ordinator 3	19,595
Assistant Principal - Secondary	
Enrolment	
201-300	23,436
301-600	25,973
601-900	28,505
901+	31,036
Assistant Principal - Primary	
Enrolment	
101-250	18,726
251-400	21,023
401-600	23,436
601-800	25,973
801+	28,505

This table applies to teachers employed at Chevalier College, Bowral; Rosebank College, Five Dock; St Mary Star of the Sea College, Wollongong and St Vincent's College, Potts Point.

NB. The rates of pay applying before the first full pay period on or after 1 February 2007 were determined in accordance with the provisions of the Teachers (Independent Schools) (State) Award 2004. In the case of a teacher employed in the position of Coordinator 2 or 3 or Assistant Principal prior to 1 January 2007, such teacher shall continue to be paid the appropriate allowance and salary for Senior Teacher 1 (as set out in Table 1A) for as long as the teacher holds such position. This shall not apply to any teacher appointed by Chevalier College, Bowral; Rosebank College, Five Dock; St Mary Star of the Sea College, Wollongong and St Vincent's College, Potts Point on or after 1 January 2007.

Table 2B - Coordinator & Assistant Principal Allowances

Position	Annual Allowances from the first full pay period on or after 1 February 2009 (4%) \$
Senior Teacher 2	6,500
Co-ordinator 1	6,500
Co-ordinator 2	12,999
Co-ordinator 3	19,499
Assistant Principal - Secondary	
Enrolment	
201-300	23,323
301-600	25,846
601-900	28,366
901+	30,884
Assistant Principal - Primary	
Enrolment	
101-250	18,636
251-400	20,922

401-600	23,323
601-800	25,846
801+	28,366

This table applies to teachers employed at Brigidine College, St Ives; Our Lady of Mercy College, Parramatta and Santa Sabina College, Strathfield.

Table 2C - Coordinator & Assistant Principal Allowances

Position	Effective from first full pay period on or after 1 January 2009 (4.4%) \$
Senior Teacher 2	6,115
Co-ordinator 1	6,115
Co-ordinator 2	12,229
Co-ordinator 3	18,344
Assistant Principal - Secondary	
Enrolment	
201-300	23,398
301-600	25,931
601-900	28,458
901+	30,987
Assistant Principal - Primary	
Enrolment	
101-250	18,692
251-400	20,986
401-600	23,398
601-800	25,931
801+	28,458

This table applies to teachers employed in schools operated by the Trustees of the Christian Brothers, that is Christian Brothers High School, Lewisham; Edmund Rice College, Wollongong; St Dominic's College, Penrith; St Edmund's School, Wahroonga; St Edward's College, East Gosford; St Gabriel's School for Hearing Impaired Children, Castle Hill; St Patrick's College, Strathfield; St Pius X College, Chatswood; Waverley College, Waverley.

This table also applies to teachers employed at St Augustine's College, Brookvale.

Table 2D (i)- Coordinator & Assistant Principal Allowances*

Position	Effective from first full pay period on or after 1 January 2009 (4.4%) \$
Senior Teacher 2	6,115
Co-ordinator 1	6,115
Co-ordinator 2	12,230
Co-ordinator 3	18,345
Assistant Principal - Secondary	
Enrolment	
201-300	24,090
301-600	26,608
601-900	29,125

901-1200	31,639
1201- 1500	34,160
Assistant Principal - Primary	
Enrolment	
101-250	19,409
251-400	21,690
401-600	24,090
601-800	26,608
801+	29,125

This table applies to teachers employed at schools, other than St Gregory's College, Campbelltown, in List D in paragraph (a) of sub clause 4.1 of clause 4, Salary and related matters. These schools are: Boys' Town, Engadine; Holy Saviour School, Greenacre; Mount St Joseph Milperra; Oakhill College, Castle Hill; Our Lady of Lebanon College, Harris Park; Red Bend Catholic College, Forbes; St Charbel's College, Punchbowl; St Gregory's College, Campbelltown; St Lucy's School, Wahroonga; St Maroun's College, Dulwich Hill; St Paul's International College, Moss Vale; The John Berne School, Lewisham; and Trinity Catholic College, Lismore.

Provided however this table does not apply to the Assistant Principals of Our Lady of Lebanon College, Harris Park and Oakhill College, Castle Hill. Assistant Principal.

Salaries for Our Lady of Lebanon College, Harris Park and Oakhill College, Castle Hill are set out in table 2D(ii).

Table 2D (ii)- Coordinator & Assistant Principal Allowances- St Gregory's College, Campbelltown

Position	Effective from first full pay period on or after 1 January 2009 (4.4%) \$
Senior Teacher 2	6,115
Co-ordinator 1	6,115
Co-ordinator 2	12,230
Co-ordinator 3	18,345
Assistant Principal - Secondary	
Enrolment	
201-300	23,290
301-600	25,808
601-900	28,325
901-1200	30,839
1201- 1500	33,360
Assistant Principal - Primary	
Enrolment	
101-250	18,609
251-400	20,890
401-600	23,290
601-800	25,808
801+	28,325

NB: the allowances for Assistant Principal as set out above are calculated on the basis that the Assistant Principal is classified as Senior Teacher 1. If the Assistant Principal is classified as Step 13 an additional allowance of \$800 per annum is payable.

Table 2D (iii) - Salary for Assistant Principals at Oakhill College, Castle Hill and Our Lady of Lebanon College, Harris Park

Position	Effective from first full pay period on or after 1 January 2009 (4.4%) \$
Assistant Principal - Primary	
101-250	98,076
251-400	100,357
401-600	102,757
601-800	105,275
801+	107,792
Assistant Principal - Secondary	
201-300	102,757
301-600	105,275
601-900	107,792
900-1200	110,306
1201-1500	112,827
1501+	116,318

This table applies only to Assistant Principals of Our Lady of Lebanon College, Harris Park and Oakhill College, Castle Hill.

Table 2G (i) - Coordinator and Assistant Principal Allowances - St Patrick's College, Campbelltown and Mater Dei

Position	Effective from first full pay period on or after 1 January 2009 (4.4%) \$
Senior Teacher 2	6,115
Co-ordinator 1	6,115
Co-ordinator 2	12,230
Co-ordinator 3	18,345
Assistant Principal - Secondary	
Enrolment	
201-300	24,090
301-600	26,608
601-900	29,125
901-1200	31,369
1201- 1500	34,160
Assistant Principal - Primary	
Enrolment	
101-250	19,408
251-400	21,690
401-600	24,090
601-800	26,608
801+	29,125

Table 2G (ii) - Coordinator and Assistant Principal Allowances - Mount St Benedict College, Pennant Hills and St Scholastica's College, Glebe

Position	Effective from first full pay period on or after 1 January 2009 (4.4%) \$
Senior Teacher 2	6,115
Co-ordinator 1	6,115
Co-ordinator 2	12,230
Co-ordinator 3	18,345
Assistant Principal - Secondary	
Enrolment	
201-300	23,290
301-600	25,808
601-900	28,325
901-1200	30,839
1201- 1500	33,360
Assistant Principal - Primary	
Enrolment	
101-250	18,609
251-400	20,890
401-600	23,290
601-800	25,808
801+	28,325

NB: the allowances for Assistant Principal as set out above are calculated on the basis that the Assistant Principal is classified as Senior Teacher 1. If the Assistant Principal is classified as Step 13 an additional allowance of \$800 per annum is payable.

Table - Coordinator and Assistant Principal Allowances - St Joseph's College, Hunters Hill

Position	Effective from first full pay period on or after 1 February 2009* \$
Senior Teacher 2	6,336
Co-ordinator 1	6,336
Co-ordinator 2	12,671
Co-ordinator 3	19,007
Assistant Principal - Secondary	
Enrolment	
201-300	23,776
301-600	26,294
601-900	28,811
901-1200	31,325
Assistant Principal - Primary	
Enrolment	
101-250	19,095
251-400	21,376
401-600	23,776
601-800	26,294
801+	28,811

*these rates calculated as 97% of List A rates in 2009.

N.B the allowances for Assistant Principals as set out above are calculated on the basis that the Assistant Principal is classified as Senior Teacher 1. If the Assistant Principal is classified as Step 13 an additional allowance of \$351 per annum is payable.

Table 3 - Other Rates

Item No.	Brief Description	Effective from first full pay period on or after 1 January 2009 (4.4%) \$
1	(i) Full-time Teacher teaching classes of children with a disability (ii) Part-time or Casual Teachers teaching classes of children with a disability	2,356 per annum 11.56 per day
2	Principal Teachers of school for children with a disability for each Teacher supervised	370 per annum per teacher
3	Maximum payment per annum under Item 2	1,916 per annum
4	Own car allowance where use authorised by the school	0.60 per km

15. This variation shall take effect from 1 January 2009 and shall remain in force for a period of six months thereafter.

M. J. WALTON J, *Vice-President*

Printed by the authority of the Industrial Registrar.

THEATRE MANAGERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1785 of 2009)

Before Commissioner Macdonald

20 November 2009

VARIATION

1. Delete clause 4, State Wage Case Adjustment, of the award published 24 November 2000 (320 I.G. 543), and insert in lieu thereof the following:

4. State Wage Case Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:

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

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

First Schedule -

- (i) Cinemas in the central city areas of the Cities of Sydney and Newcastle.
- (ii) Any cinemas regularly giving three or more performances daily.

Classification	Current Amount \$	SWC 2009 Adjustment \$	SWC 2009 Amount \$
Manager	694.40	19.44	713.80
Assistant Manager	636.00	17.80	653.80

Second Schedule - Cinemas other than those in sub-clause (i) of the first schedule hereof, giving two performances daily or nightly.

Classification	Current Amount \$	SWC 2009 Adjustment \$	SWC 2009 Amount \$
Manager	683.30	19.13	702.40
Assistant Manager	610.20	17.09	627.30

Third Schedule - Cinemas other than those of the First and Second Schedules hereof, giving performances on six or seven nights per week, with one or more day time performances.

Classification	Current Amount \$	SWC 2009 Adjustment \$	SWC 2009 Amount \$
Manager	654.80	18.33	673.10
Assistant Manager	593.60	16.62	610.20

Fourth Schedule - Cinemas other than those of First, Second and Third Schedules hereof, provided, however, that cinemas giving not more than one performance per week shall be excluded from the provisions of this award.

Classification	Current Amount \$	SWC 2009 Adjustment \$	SWC 2009 Amount \$
Manager	625.80	17.52	643.30

Fifth Schedule - All Schedules:

Classification	Current Amount \$	SWC 2009 Adjustment \$	SWC 2009 Amount \$
Trainee Manager	555.60	15.57	571.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
		Management of:	
1	8 (a)	Confectionery, snack/licensed liquor bar, ordering supplies, supervision of staff, checking and banking takings	27.70 per week
2	8 (b)	Checking and banking takings, other duties of minor nature regarding confectionery, snack/licensed liquor bar	11.90 per week
3	8 (c)	Appointment licensee and holder of liquor license, accepts responsibility under State Liquor Act	20.60 per week
4	9 (b)	Intermittent Manager (one-fifth of weekly rate multiplied by number of days plus 15 per cent) with a minimum additional	28.40 per week
5	10 (b)	Casual employee engaged to work when performance takes place (with a minimum payment as for four and a quarter hours)	3.15 per hour
		Clothing and footwear allowance:	
6	20 (a)	Where dinner dress is required to be worn for one/two nights in the week	1.65 per night
7	20 (a)	On three or more nights in the week	8.00 per week
8	21 (b)	Travelling and incidental expenses	89.90 per day
9	21 (b)	Maximum	440.00 per week
10	22 (a)	Locomotion allowance	0.62 per km
11	22 (b)	Manager of more than one theatre travelling from one to the other	0.65 per km

Note: These allowances are contemporary for expense related allowances as at 30 March 2009 and for work related allowances are inclusive of adjustments in accordance with the July 2009 State Wage 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 12 December 2009.

A. MACDONALD, Commissioner

Printed by the authority of the Industrial Registrar.

(845)

SERIAL C7319

THEATRICAL EMPLOYEES RECREATION AND LEISURE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1757 of 2009)

Before Commissioner Macdonald

17 November 2009

VARIATION

1. Delete Clause 30, State Wage Case Adjustments, of the award published 13 October 2000 (319 I.G. 406) and insert in lieu thereof the following:

30. State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:

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

Table 1 - Rates of Pay

(i)

Classification	Current Amount \$	SWC 2009 Adjustment \$	SWC 2009 Amount \$
Level 1	552.70	15.48	568.20
Level 2	562.70	15.76	578.50
Level 3	586.10	16.41	602.50
Level 4	642.90	18.00	660.90
Level 5	708.70	19.84	728.50

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Current Amount \$	SWC 2009 Amount \$
1	3(c)	Supervisory loadings Up to 5 employees	22.95	23.60
2		6 to 10 employees	31.35	32.25
3		11 or more employees	40.40	41.55
4	19(a)	First aid allowance	12.80	13.15

3. This variation shall take effect from the first full pay period to commence on or after 12 December 2009.

A. MACDONALD, Commissioner

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VEGETABLE OILS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1763 of 2009)

Before Commissioner Macdonald

17 November 2009

VARIATION

1. Delete clause 4, State Wage Case Adjustments, of the award published 24 August 2001 (327 I.G. 183), and insert in lieu thereof the following:

4. State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:

- (i) any equivalent overaward payment; and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Table 1 - Rates of Pay, and Table 2 - Other Rates and Allowances of Part B, Monetary Rates and insert in lieu thereof the following:

Table 1 - Rates of Pay

- (i) Adult Employees -

Classification	Current Amount \$	SWC 2009 Adjustment \$	SWC 2009 Amount \$
Level One: (96%)	623.50	17.46	641.00
Solvent Extractor, Refiner Level Two: (89.9%)	597.10	16.72	613.80
Machine Operators, Assistant Refiner, Press Person, Employee Working Expellers, Oil Pumperson, Delinter and/or Dehuller Operator, Forklift Operator, Meat Packer and Sewer Level Three: (87.4%)	586.20	16.41	602.60
Crusher Feeder, Solvent Extractor Hand, Baler Operator, Seed Intake Operator Level Four: (83%)	567.20	15.88	583.10

Table 2 - Other Rates and Allowances

Item No.	Clauses No.	Brief Description	Current Amount \$	SWC 2009 Amount \$
	3(iii)	Leading Hand Allowance		
1		In charge of 3 to 6 employees	22.60	23.20
2		In charge of 7 to 10 employees	27.80	28.60
3		In charge of 11 to 15 employees	33.60	34.50

4		In charge of over 15 employees	42.00	43.20
5	3(v)	During Cotton Seed Operations	0.28/hour	0.29/hour
6	9	Meal Allowance	10.80	11.40
7	20	First-Aid Allowance	2.60/day or shift	2.70/day or shift

"Note": These allowances are contemporary for expense related allowances as at 30 March 2009 and for work related allowances are inclusive of adjustment in accordance with the July 2009 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 17 November 2009.

A. MACDONALD, Commissioner

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