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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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INDEPENDENT COMMISSION AGAINST CORRUPTION AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 2521 of 2006)

Before The Honourable Justice Schmidt

9 August 2006

AWARD**Arrangement**

Clause No.	Subject Matter
1.	The Name Of This Award
2.	Dictionary Of Terms Used In This Award
3.	The Aims Of This Award
4.	Communication & Consultation
5.	ICAC Officer Classification & Salary Structure
6.	Basis Of Employment In The ICAC
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	Schedule 2 - Allowance Rates
	Schedule 3 - Casual Employees Entitlements

1. The Name of This Award

This Award will be known as the Independent Commission Against Corruption Award.

2. Dictionary of Terms Used in This Award

Commission - the Independent Commission Against Corruption

ICAC - the Independent Commission Against Corruption

PSA - the Public Service Association of New South Wales

Executive - the ICAC's statutory officers and Executive Directors.

Commissioner - the Commissioner of the ICAC.

3. The Aims of This Award

The Commission is a statutory body set up under the *Independent Commission Against Corruption Act 1988* to expose and minimise corruption in the NSW public sector. This Award documents the conditions of employment and the rights and obligations of management and staff that will help to achieve this objective.

This Award was negotiated by the ICAC Award Negotiation Committee comprised of two staff, a Public Service Association officer and two management representatives. Staff were consulted throughout the development of the Award and have agreed to this Award.

The Award aims to achieve the following outcomes:

- to improve the efficiency and productivity of the ICAC
- to enhance our culture of consultation
- to provide equitable remuneration and conditions of employment
- to provide information on conditions of employment in plain English
- to improve the development and utilisation of staff

We are committed to certain fundamental values in all our interactions with public sector agencies, other organisations, individuals and our staff. We will:

- advance the public interest at all times
- always act ethically and with integrity
- be fair, impartial and accountable in all our work
- strive for excellence in everything we do
- be tenacious and professional in pursuing our aim
- respect each other and work collaboratively
- preserve the ICAC's independence.

This Award rescinds and replaces all other industrial instruments except as referred to in this document.

4. Communication & Consultation

The Commission Consultative Group (CCG) is the formal mechanism for consultation and communication between staff) and management on matters of policy and procedure.

Purpose - to improve performance through consultation leading to informed decision making.

Role - to consider issues of policy or procedure, with Commission-wide significance to staff, as referred by staff and management. Generally, the CCG provides a consultative forum for developing or reviewing policies, procedures, and/or recommendations as to final policy or procedure to the Commissioner or manager with delegated authority. Delegation to the CCG of decision-making power in suitable matters will also be an option for the Executive.

PSA representation - a PSA industrial staff representative.

Staff representation - there are five staff representatives, at least one of whom is a delegate of the PSA. Representatives are elected by secret ballot and are appointed for a period of two years.

The Executive representation - three Executive representatives are appointed by the Commissioner for a period of two years.

Operation - The CCG determines its own meeting procedure and charter of operation.

Other committees - The Access and Equity Committee, the Occupational Health & Safety Committee and the Classification Committee report to the Commissioner through the CCG. The CCG will ensure that these committees are appropriately structured and operate in accordance with relevant legislation, that election procedures are appropriate, and that membership is balanced by gender and is representative of the staff.

5. ICAC Officer Classification & Salary Structure

The ICAC Officer classification Grades 1 - 8 have regard to the following principles:

work of equal value attracts equal remuneration a structure reflecting a composite weighting of the markets from which the Commission recruits its employees

a structure which supports improved performance

The ICAC Officer salary rates appear in Schedule 1.

The salary structure has regard for equivalent work value and salaries in the following markets:

NSW public sector (Administrative & Clerical and Legal).

Police/Investigator (NSW, Federal, National Crime Authority).

Private sector (Information Technology).

The CCG will examine the ICAC Officer classification system in order to consider the benefits of reducing the number of grades and salary points, improve opportunities for progression to positions at higher grades through the introduction of "soft barriers" or other measures, and other changes suggested by the Executive or staff.

The annual salaries of ICAC staff covered by this Award shall be adjusted by an increase of four percent (4%) with effect from the beginning of the first full pay period to commence on or after 1 July 2006, and a further four percent (4%) with effect from the beginning of the first full pay period to commence on or after 1 July 2007.

6. Basis of Employment in the ICAC

The employment of members of staff of the Commission is subject to s.104 of the *Independent Commission Against Corruption Act 1988*.

Members of staff of the Commission are appointed by the Commissioner and are taken to be employed by the Government of New South Wales in the service of the Crown but the Commissioner is, for the purposes of any proceedings relating to staff employed under s.104 held before a competent tribunal having jurisdiction to deal with such matters, taken to be the employer of the staff.

Persons employed under s.104 are appointed as a member of staff of the Commission at the discretion of the Commissioner and are subject to the control and direction of the Commissioner.

The basis of employment in the Commission is permanent (either full-time or part-time), that is, continuing employment subject to satisfactory work performance and conduct.

The Commission may engage employees other than permanent employees. These employees may be part-time, casual, fixed term, or secondees and will be engaged when:

- (a) additional skills, expertise or experience in the current workforce are required and the position will not be required on an ongoing basis.
- (b) a position is vacant because an employee is on approved leave of absence.

It is the intention of the parties that the Commission's recruitment policy will indicate the steps to be taken to determine the availability of skills, expertise or experience within the Commission prior to the initiation of any external action. Appointment to a position at the ICAC will involve a six months probationary period or such period as the Commissioner directs. The probationary period applies to permanent employees and non permanent employees who are employed for periods of greater than six months.

Satisfactory performance encompasses, but is not limited to:

satisfactory discharge of duties as incorporated in the individual performance agreement .

participation in corporate activities.

commitment to and participation in training and development opportunities.

Satisfactory conduct encompasses, but is not limited to:

observing the law

observing Commission policies and procedures

observing ethical standards of behaviour as set out in the Commission's Code of Conduct.

Subject to section 104 of *Independent Commission Against Corruption Act* 1988, the Commission will, wherever possible, follow the management practices relating to termination and dismissal prescribed in legislation that affects NSW employers.

Recruits may decide to be seconded to a permanent position or come to the Commission on Leave Without Pay from their substantive employer. Where a recruit decides to do this, the Commission requires a minimum period of employment of two years. Further extensions of no less than one year, provided performance and conduct are satisfactory, will be considered. Staff currently on secondment or leave without pay may apply to resign from their substantive employment and join the Commission as a permanent member of staff in their current job, provided performance and conduct are satisfactory and, where possible, three months' notice is given. This opportunity is not available to temporary employees.

A temporary employee may be directly appointed to a permanent position if the employee has filled that position for two years on a temporary basis and was initially recruited under merit selection.

Resignation - 4 weeks notice in writing is required unless the Commission agrees to a lesser period of notice.

Termination of employment - 4 weeks notice shall be given by staff; or in lieu of notice, the Commission may grant payment in lieu.

Casual employees shall received leave entitlements as referred to in Schedule 3.

7. Performance Management & Salary Increments

The aims of the Commission's performance management system are:

to establish a climate of continuous improvement within the Commission

to match individual staff performance objectives with Commission performance objectives and Corporate and Strategic Plans

to provide a process that ensures honest communication between staff and supervisors about the work they do, how it is done and how performance is measured

to ensure the identification of training and development needs are in line with requirements of the individual and the Commission.

The Commission's performance management system is based on an annual performance agreement between staff and their supervisor. The annual performance agreement sets out the agreed outcomes to be measured and how these outcomes will be measured (i.e. performance measures).

There are stages to be completed each year for the Commission's performance management system, which will occur at a common time for all employees, are:

1. Establishment of a performance agreement - July
2. 6-Monthly Review - December
3. Annual review - June

Progression through the salary points in the ICAC Officer range is based on performance under the Commission's performance management system. The Annual Review includes an overall assessment of performance using the following five point scale:

Outstanding - where performance has consistently and substantially far exceeded the expectations and results previously agreed upon. The staff member has made significant contributions toward meeting corporate goals and priorities.

Creditable - where performance has fully met the requirements agreed to, and exceeded requirements on major projects/tasks.

Competent - where the requirements of the performance agreement are fully met.

Marginal - where the fundamental requirements of the performance agreement have been met but results are not as agreed and included in the performance agreement.

Unacceptable - where performance has not met the requirements of the performance agreement.

All staff have a common increment date of 1 July and their increment will be eligible for payment in the first pay period commencing on or after 1 July each year, not on the anniversary of their appointment, subject to satisfactory performance under the Commission's performance management system.

The minimum period of service required before consideration of an increment would be 4 months subject to completion of a Performance Agreement within 6 weeks of appointment or promotion.

8. Training & Development

The Commission is committed to providing training and development activities that aim to increase the skills, knowledge and experience of staff. The activities provided include:

job relevant training

refresher courses

new skills training

participation in corporate activities

opportunities to do work at a similar or higher grade within the Commission, or on secondment to other agencies.

transfer, promotion or secondment opportunities.

training where performance has been identified as inadequate.

other career development opportunities relevant to the work of the Commission.

The CCG will oversee the implementation of the Commission's Training & Development Policy, taking into account:

the needs of all employees.

access is fair and in line with EEO principles.

corporate or Unit planning or training arising out of the Commission's performance management program.

the level of resources needed in implementing the program and the most effective way of using those resources.

9. Redundancy & Redeployment

Staff and management are covered by the provisions of the NSW Premier's Department's 'Managing Excess Employees' Policy' for redundancy and redeployment.

10. Conditions of Employment

The conditions of employment are set out in this Award and include compliance with the Commission's General Policies and Procedures. The Commission's General Policies and Procedures are to be read as amended and in force at the date under consideration. To the extent of any inconsistency between the Commission's General Policies and Procedures and the Award, the conditions of the Award shall prevail.

The ICAC's conditions of employment are based on NSW public service conditions at the date of the making of this Award. Changes in public service Awards and/or conditions of employment that occur after the making of this Award will be referred to the CCG for consideration and possible recommendation to the Commissioner. If it is decided they should apply, this Award will be varied in accordance with the *Industrial Relations Act 1996*.

In setting conditions of service for staff of the Commission regard will be given to the provisions of the current Crown Employees (Public Service Conditions of Employment) Award.

If conditions of employment for staff of the Commission are not covered by this Award then the provisions of the Crown Employees (Public Service Conditions of Employment) Award will be referred to. Any changes to conditions of service will be made in consultation with the CCG. Where they differ, for example in relation to Surveillance Officer conditions, they are defined in policy documents held at the ICAC.

Staff transferring to the Commission from other NSW public sector agencies may be able to transfer some of their existing entitlements to the Commission consistent with NSW public sector mobility provisions. The transfer of annual leave entitlements is restricted to a maximum of 20 days.

10.1 Hours Of Employment - Flexible Working Hours Scheme (FWH)

The Commission operates under a Flexible Working Hours Scheme as follows. This clause must be read in conjunction with the Commission's Flexible Working Hours Policy (Policy 31) as is in force at the relevant time. The provisions of this clause prevail to the extent of any inconsistency with the policy.

Purpose - to improve organisational performance and to provide the Executive and employees with flexibility in arranging working hours.

Principles - In order that staffing levels are sufficient to meet operational requirements, the Guarantee of Service and performance standards, management and staff are committed to ensuring that:

decisions regarding working hours will be made taking into account the requirements of the particular Division, Section or team and the Commission

decisions regarding working hours will be made between an employee and their direct supervisor based on consultation and negotiation

supervisors will notify staff of the need to change hours as soon as practicable

staff will give reasonable notice of request for flex leave.

The provisions of this subclause shall apply to part time staff on a pro rata basis.

Surveillance Officers - Management recognises the need for greater flexibility in managing the flexible working hours scheme for Surveillance officers and allows for variations in recognition of the employment situation of surveillance staff, which are referred to in the Flexible Working Hours policy.

Ordinary hours of work - 7 hours/day, 35 hours/week, Monday to Friday.

Commission's daily hours of business - 9 am to 5 pm.

Daily period in which work is to be performed (bandwidth) - 7.30 am to 7.00 pm. This period may be varied with the agreement of staff and their supervisor to meet Commission or staff needs. If the bandwidth is altered, flex is accrued after 7 hours work (excluding meal breaks) and overtime after 11.5 hours from the start of the altered bandwidth.

Minimum hours to be worked each day - 5 hours. Minimum hours may be varied temporarily by agreement of the staff member and their Executive Director in exceptional circumstances.

Maximum hours to be worked each day - 10, unless approved otherwise.

Meal break - Minimum of 30 minutes every 5 hours. Surveillance Officer meal breaks are defined in a policy document held at the ICAC.

Flex Period - 140 hours (4 weeks), which are the contract hours for a full time employee.

Maximum Flex Leave that can be taken in any financial year - 26 days (182 hours). This includes both flex and banked flex leave.

Carry over credit at end of Flex Period - up to 21 hours.

Carry over debit at end of Flex Period - up to 10 hours. Debits in excess of 10 hours must be offset by an application for Annual Leave.

Flex Leave (FL) and Banked Flex Leave (BFL) that can be taken in a Flex Period - 21 hours. Staff are expected to take Flex leave and or banked flex leave as either a half day (3.5 hours) or a full day (7 hours). Part time employees may take a pro rata amount equivalent to the hours worked on a specific day. Flex Leave may be taken at the beginning and/or end of a period of other leave.

Banked Flex Leave - Working hours in excess of the 21 hour carry over credit may be banked. The maximum hours to be banked is up to 21 hours. The minimum amount of banked flex leave that can be used is 3.5 hours. BFL may be taken in conjunction with Flex leave and at the beginning and/or end of a period of other leave.

Flex Record - Staff must maintain current and accurate records of their working hours on the Commission's Flex Record. Data from the Record will be analysed from time to time.

10.2 Flexible Work Arrangements (FWA)

This Award aims to provide assistance to staff in balancing their personal and work commitments. This enables the Commission to be more flexible in the delivery of its services and to improve the satisfaction of staff. FWA will only be available with the agreement of management. All conditions of employment in this Award apply to part time staff on a pro-rata basis.

The following FWA are available:

Permanent Part-time Employment - enables staff to permanently work hours which are less than the full-time weekly hours of their position.

Part-time Leave Without Pay - enables staff to work on a part-time basis for a period of time, either by cutting hours in their current position or by doing other duties. At the end of the period they return to full-time work.

Part Year Employment - enables staff to work for an agreed number of weeks per year, with an agreed number of unpaid weeks.

Job Sharing - enables a job to be shared by two or more staff. They may be employed on a part-time basis or may be full-time employees taking part-time leave without pay.

Working at home - Staff may work at home from time to time if it is an efficient and effective way of working and the outcomes to be achieved are agreed to by their supervisor. The documented security policies and procedures relating to this provision must be adhered to at all times.

A permanent member of staff, originally employed on a full-time basis and currently working in a FWA has the right to return to full-time employment. In such a case they will be paid at their substantive salary level but may not be able return to the work carried out before entering the FWA in accordance with the ICAC Policy.

10.3 Leave

10.3.1 Annual Leave

Staff are entitled to 20 working days/140 hours annual leave per year. Annual leave accrues at the rate of 1.67 working days/11.62 hours per month and may be taken in periods of not less than ¼ day. At least 10 days annual leave must be taken each financial year. To enable better planning of annual leave and flex and banked flex leave, and to ensure better availability of staff throughout the year, staff undertake to manage their annual leave to give the Commission maximum notice of their wishes. The Commission, will, wherever possible, meet the leave requirements of staff, however, the taking of annual leave is subject to Commission convenience.

An annual leave entitlement does not accrue during any periods of unpaid leave except for periods of sick leave without pay.

Staff annual leave balances at 30 June each year can accrue to a maximum of 40 working days/280 hours unless an approval to conserve annual leave has been granted by the relevant director.

10.3.2 Concessional Leave

At Christmas, where the Premier grants concessional leave, the Commissioner may make a similar grant to Commission staff provided that adequate service to the public is maintained. Advice to staff on whether the leave is available, as well as the relevant conditions, will be provided at least two weeks prior to Christmas each year.

10.3.3 Easter Thursday

The Commissioner may grant access to an additional ½ day flex leave on the afternoon of Easter Thursday in the flex period in which Easter Thursday falls, provided that adequate service to the public is maintained. The staff member must have the flex time accrued in order to be able to take the ½ day flex leave.

10.3.4 Long Service Leave (Extended Leave)

The ICAC long service leave entitlements are:

Long Service Leave (LSL) entitlement after 10 years service - 2 months (44 working days) on full pay and 11 working days for every year of service thereafter. LSL may be taken at half pay.

LSL entitlement after 7 years service - staff with 7 years or more service will be entitled to take (or be paid out on resignation) LSL in the usual manner. The quantum of leave available is that which would have applied if pro rata leave was granted. No repayment will be required if a staff member does not reach 10 years service.

LSL entitlement after 5 years service but less than 7 years service - If the ICAC terminates employment for reasons other than serious and intentional misconduct, or, staff leave on account of illness, incapacity or domestic or other pressing necessity, staff are entitled to 1 month's LSL for 5 years service plus a pro-rata rate for service of between 6 and 7 years.

LSL on Double Pay - A staff member with an entitlement to LSL may elect to take leave at double pay. The additional payment will be made a superable, taxable allowance for employees covered by the *First State Superannuation Act, 1992* only. These employees are members of First State Super or another complying fund of their choice. The double payment is not superable for members of the closed NSW Public Sector Superannuation Schemes, which are established by the *Police Regulation (Superannuation) Act, 1906*, the *State Authorities Non-Contributory Superannuation Act, 1987*, the *State Authorities Superannuation Act 1987* and the *Superannuation Act, 1916*. The staff members leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance. Other leave entitlements, eg recreation leave, sick leave and LSL will accrue at the single time rate where a staff member takes LSL at double time. Superannuation contributions will only be made on the basis of the actual absence from work, i.e. at the single time rate. Where a staff member elects to take LSL at double pay, in most cases a minimum period of absence of one week should be taken, i.e. one week leave utilising two weeks of accrued leave.

Public holidays that fall whilst a staff member is on a period of LSL will be paid and not debited from a staff member's LSL entitlement. In respect of public holidays that fall during a period of double pay LSL a staff member will not be debited in respect of the leave on a public holiday. The staff member's leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

Service for LSL purposes - The following service with public sector agencies may count for LSL purposes, depending on the agency:

permanent and temporary work periods of employment with the ICAC under the ICAC Act.

continuous service with agencies under the *Transferred Officers Extended Leave Act 1961*. This generally includes service with the NSW public sector, some agencies in the Commonwealth and other states. Where the break in service between a public sector agency and starting work with the ICAC is less than two months, this previous employment may be able to be recognised for LSL purposes providing that the offer of

employment with the Commission was accepted with the Commission prior to resignation.

10.3.5 Family & Community Service Leave and Carer's Leave

Family & Community Service Leave (FACSL) - staff may be granted FACSL for reasons relating to:

- their family responsibilities
- their performance of community service duties
- pressing necessity

A family and relative of a staff member for these purposes is:

Your child

The child of your current or former husband, wife, de facto opposite or same sex partner,

Any adult who you are the legal guardian of,

Any 'immediate family member'. This means any of the following:

Your current or former husband, wife, de facto opposite or same sex partner,

Your grandchild or the grandchild of your current or former husband, wife, de facto opposite or same sex partner,

Your parent or the parent of your current or former husband, wife, de facto opposite or same sex partner,

Your grandparent or the grandparent of your current or former husband, wife, de facto opposite or same sex partner,

Your brother or sister or the brother or sister of your current or former husband, wife, de facto opposite or same sex partner.

The maximum period of FACSL on full pay that may be granted is:

two and a half working days for the first year of service and five working days in any period of two years after this, or,

after two years of continuous service, one working day for every year of service, less any FACSL already taken, whichever is the greater period.

Where FACSL is exhausted, two additional working days FACSL may be granted on a discrete per occasion basis on the death of a person defined above.

Carer's Leave (CL) - Where FACSL is exhausted, unused sick leave may be granted to staff responsible for the care of a family member using the above definition.

The sick leave that can be accessed is:

unused sick leave from the current year's entitlement,

then, unused sick leave from the previous 3 years.

access to additional sick leave may be granted in special cases.

When applying for CL staff must supply:

a medical certificate or Statutory Declaration for periods greater than 3 working days.

details of the name of the person being cared for, their relationship with that person, the reason for that period of leave.

the exact nature of the illness does not need to be disclosed.

The use of CL will be managed in the same way as sick leave.

Where FACSL and CL are exhausted, time off in lieu of overtime or travelling compensation or flex time, annual, LSL and leave without pay may be granted.

10.3.6 Holy days and essential religious duties

Staff of any religious faith who need leave for the purpose of observing holy days of that faith may be granted available paid or unpaid leave provided that adequate notice is given.

Staff of any religious faith who need time off during daily working hours to attend to essential religious duties of that faith may use the provisions of the Flexible Working Hours Scheme.

10.3.7 Leave Without Pay

Staff may be granted periods of leave without pay in excess of 2 months after 2 years employment with the Commission. The maximum period that may be granted in this case is 12 months. Staff taking 12 months LWOP must return to work for the Commission for a minimum of 2 years before further LWOP is granted.

10.3.8 Military Leave

Staff who are volunteer part-time members of the Defence Forces may be granted military leave on full pay to attend training, education, instruction and compulsory parades. The grant each financial year is:

Navy Reserve	up to 24 calendar days
Army Reserve	up to 24 calendar days
Air Force Reserve	up to 28 calendar days

10.3.9 Parental Leave

Parental leave includes maternity, adoption leave and "other parent" leave.

- (a) 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.
- (b) 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 Commissioner 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, flex leave or family and community service leave.
- (c) 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.
- (d) A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of 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.
- (e) Payment for maternity, adoption or other parent leave is at the rate applicable when the leave is taken. A member of staff 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 maternity, adoption or other parent leave;
 - (2) at the part time rate if they began part time leave more than 40 weeks before starting maternity, adoption or other parent 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.

- (f) A staff member who has taken no more than 12 months full time maternity, adoption or other parent leave or its part time equivalent is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on parental leave) for another period of such leave regardless of whether they resume their normal hours of work before proceeding on leave for another pregnancy or adoption.
- (g) Except as provided in subclauses (d), (e) and (f) of this clause, maternity, adoption or other parent leave shall be granted without pay.
- (h) Right to request
- (1) A staff member who has been granted maternity, adoption or other parent leave in accordance with subclause (a), (b) or (c) may make a request to the Commissioner to:
- (i) extend the period of unpaid maternity, adoption or other parent leave for a further continuous period of leave not exceeding 12 months;
- (ii) return from a period of full time maternity, adoption or other parent leave on a part time basis until the child reaches school age;
- to assist the staff member in reconciling work and parental responsibilities.
- (2) The Commissioner shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (i) Notification Requirements
- (1) When the Commissioner is made aware that a staff member or their spouse is pregnant, or a staff member's spouse is pregnant or is adopting a child, the Commission 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 Commissioner 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 maternity, adoption or other parent 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(h)
- (3) At least 4 weeks before a staff member's expected date of commencing maternity, adoption or other parent leave they must advise:
- (i) the date on which the maternity, adoption or other parent leave is intended to start, and
- (ii) the period of leave to be taken.
- (4) The employee's request and the Commissioner's decision made under 10.3.9 (h)(1)(i) and 10.3.9 (h)(1)(ii) must be recorded in writing.

- (5) A staff member intending to request to return from maternity, adoption or other parent leave on a part-time basis or seek an additional period of leave of up to 12 months must notify the Commissioner in writing as soon as practicable and preferably before beginning maternity, adoption or other 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 Commissioner agrees.
- (6) A staff member on maternity leave is to notify the Commission of the date on which she gave birth as soon as she can conveniently do so
- (7) A staff member must notify the Commission 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 Commission and any number of times with the consent of the Commission. In each case she/he must give the Commission at least 14 days notice of the change unless the Commissioner decides otherwise.
- (j) A staff member has the right to his/her former position
 - (1) if she/he has taken approved leave or part-time work in accordance with subclause (h), and she resumes duty immediately after the approved leave or work on a part-time basis.
- (k) If the position occupied by the staff member immediately prior to the taking of maternity, adoption or other parent 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.
- (l) 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 Commissioner 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.
- (m) A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid maternity, adoption or other parent 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 Commission) must be given.
- (n) 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.
- (o) A staff member may elect to take available recreation leave or extended leave within the period of maternity, adoption or other parent leave provided this does not extend the total period of such leave.
- (p) A staff member may elect to take available recreation leave at half pay in conjunction with maternity, adoption or other parent leave subject to:
 - i. accrued recreation leave at the date adoption leave commences is exhausted within the period of maternity, adoption or other parent leave,

- ii. the total period of maternity, adoption or other parent leave, is not extended by the taking of recreation leave at half pay
 - iii. when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate
- (q) 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 Commissioner, should, in consultation with the member of staff, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- (r) If such adjustments cannot reasonably be made, the Commissioner 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.
- (s) Communication during maternity, adoption or other parent leave
- (1) Where a staff member is on maternity, adoption or other parent leave and a definite decision has been made to introduce significant change at the workplace, the Commission 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 maternity, adoption or other parent 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 she held before commencing maternity, adoption or other parent leave.
 - (2) The staff member shall take reasonable steps to inform the Commissioner about any significant matter that will affect the decision regarding the duration of maternity, adoption or other parent leave to be taken, whether the staff member intends to return to work and whether he she intends to request to return to work on a part-time basis.
 - (3) The staff member shall also notify the Commission of changes of address or other contact details which might affect the Commission's capacity to comply with paragraph (1).

10.3.10 Public Holidays

The provisions of the *Banks & Banks Holidays Act 1912* apply and provide for the following public holidays: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Christmas Day, Boxing Day or such other public holidays that are proclaimed. The August Bank Holiday is replaced by the Public Service Holiday, to be taken on a day determined by the Commissioner between Christmas Day and New Year's Day.

10.3.11 Sick Leave

Sick leave on full pay accrues to a staff member at the rate of 15 working days each calendar year and any leave not taken is accumulated. The entitlement for new staff starting after January is on a pro-rata basis. Once sick leave with pay is exhausted, sick

leave without pay may be granted. Medical certificates must be provided for periods of sick leave in excess of 3 working days, taken on a strike day, consecutively with a public holiday and any time after giving notice of resignation or termination. Staff sick leave records to be reviewed after they have taken 5 occasions of sick leave that are not supported by a medical certificate in any period of 12 months.

10.3.12 Special Leave

Special leave is paid leave, which applies, to activities regarded as for Commission purposes and which are not covered by other forms of leave. Examples of when special leave may be granted are:

for jury service, subject to the provision of a certificate of attendance,

where staff are subpoenaed or called as a witness by the State, Territory or Commonwealth,

some trade union activities with the prior approval of the Commissioner,

other instances determined by the Commissioner.

10.3.13 Study Time & Examination Leave

The Commission encourages staff to undertake further study to enhance their skills and provides assistance in the form of study time and examination leave for approved part-time courses of study. An approved course is one that develops or enhances a staff member's skills and assists them to carry out their duties in the Commission.

Study Time - Is available for: attendance at lectures, tutorials, residential schools, field days etc, where these are held during working hours; necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and private study.

30 minutes study time is granted for each hour of lecture and/or tutorial attendance, up to a maximum of four hours per week (inclusive of travel time). The grant is the same for correspondence courses for which time granted will be calculated on the basis of the equivalent face-to-face course.

Block periods of study time may be granted for the research and thesis component of higher degrees, qualifying studies for admission to higher degrees, or honours studies on the following basis:

where a course at any level involves a thesis or major project as well as course work, the usual

study time would be granted for the course work, and ten days study time for the thesis/major

project component;

for qualifying studies entirely by thesis the grant is 10 days;

for masters degree studies by research and thesis only, the total grant is:

(i) 25 days for courses of 2 years minimum duration;

(ii) 35 days for courses of 3 years minimum duration.

for doctoral studies, the total grant for the full duration of the course is 45 days.

Examination Leave - Up to 5 days per year is available for the time actually involved in attending an examination as well as necessary travelling time during working hours. It is not available where an examination is conducted within normal class timetables during the term/semester and study time has already been granted.

10.4 Travelling Time Compensation

Staff, except Surveillance Operatives, who undertake approved travel to a location other than the Commission's head office to perform their work, may be compensated for the travelling time involved if it is additional to their normal travel time to and/or from head office:

Travel during bandwidth: is regarded as normal working hours, less normal travelling time.

Travel outside bandwidth: is paid at the normal hourly rate, less normal travelling time.

Waiting time: will be paid, less one hour, unless overnight accommodation is involved.

Periods of travelling time of less than 15 minutes; where sleeping facilities are provided; and where staff stop travelling for meal breaks, are not eligible for compensation. Travelling Time Compensation is paid at staff's current rate of pay with a maximum rate of the 1st Year Rate of ICAC Officer Grade 3. Time in lieu may be granted instead of payment. Time in lieu is calculated at the same rate as payment.

10.5 Overtime

ICAC Officers Grade 1-6 - who are directed to work outside of the Flex Bandwidth shall be paid overtime at the rate of:

1. Monday to Saturday

150% (time and a half) for the first 2 hours and

200% every hour thereafter.

2. Sunday

200% (double time)

3. Public Holidays

(a) Monday to Friday:

250% (double time and a half - includes normal salary rate) during bandwidth

250% (double time and a half) after bandwidth

(b) Saturday & Sunday:

250% (double time and a half)

Overtime is paid at staff's current rate of pay up to a maximum rate of Grade 5, Level 5. A minimum of 3 hours payment will be paid for overtime worked on weekends and public holidays or when staff are called back to duty. Time in lieu may be granted instead of payment. Time in lieu is calculated at the same rate as payment.

A Meal Allowance may be paid when an expense is actually incurred in obtaining a meal and staff ceased work for at least 30 minutes before or during the period of overtime (meal breaks during overtime are not to be counted as overtime). The Meal Allowances rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of overtime meal allowances.

Breakfast, when required to start work at or before 6 am

Lunch, on any Saturday, Sunday or Public Holiday when required to start before or at 8.30 am and until 1.30 pm or later; or, at or after 8.30 am and until 2 pm or later

Dinner, when required to work beyond 7.30 pm

ICAC Officers Grade 7-8 - are not entitled to the payment of overtime. However, where, in the opinion of the staff member's manager, ICAC Officers Grade 7-8 work excessive additional hours, their manager may approve compensation of not more than 7 hours leave in lieu to be taken within three months of the leave being granted.

Investigations staff Overtime Allowance - Investigators, Financial Investigators, Senior Investigators, Special Investigators (Financial and also Technical), Technical Operative, Surveillance Operatives and Surveillance Team Leader are paid an Overtime Allowance in lieu of overtime payments for overtime worked on weekdays. Overtime will be paid as per this clause for work on weekends and public holidays (including those which fall on weekdays). The allowance forms part of overall remuneration and is:

Investigators/Financial Investigators/Surveillance Operatives 9.1%

Senior Investigators/Special Financial/Technical Investigators/Surveillance Team Leader 8.7%

10.6 Performing Higher Duties

Where staff are directed to perform the duties of a higher grade position, in addition to the experience gained performing those duties, an allowance will be paid in the circumstances described here.

The allowance will be calculated by the difference between staff member's current salary and the nearest salary point of the ICAC Officer Grade of the position being acted in. Payment of the allowance will be as follows:

10 working days or less - No payment

11 or more working days - 100% difference for the full period, except if the staff member does not undertake all the duties and responsibilities of the higher position, a percentage of the difference is paid as agreed between the staff member and his/her manager.

10.7 Allowances & Loadings

10.7.1 Annual Leave Loading (ALL)

Each year, in the first pay period in December, staff will be eligible to be paid an ALL of 17.5% of the monetary value of up to four weeks Annual Leave accrued in the prior period of 1 December to 30 November. New staff will be paid a pro-rata allowance based on Annual Leave accrued from their entry on duty to 30 November.

The maximum rate at which ALL is calculated is the 5th Year rate of ICAC Officer Grade 7. ALL is not paid on resignation or dismissal but is paid on retirement and redundancy.

10.7.2 Associate's Allowance

Staff trained to be Associates will receive the allowance referred to in Schedule 2. The allowance will be paid fortnightly to Associates for recognition of annual training and being available to work as an Associate. A daily sitting fee will also be paid for each day of hearings. The allowance will be increased in line with the salary increases prescribed in this Award.

10.7.3 Community Language Allowance

Staff appointed as language aides under the Community Language Allowance Scheme (CLAS) will be paid the allowance referred to in Schedule 2. An annual review of whether the payment of the allowance is still applicable will occur on the anniversary of receiving the allowance. The allowance will be increased in line with the salary increases prescribed in this Award.

10.7.4 First Aid Allowance

Staff appointed as First Aid Officers will be paid the allowances appearing in Schedule 2. These allowances will increase in line with the salary increases prescribed in this Award.

10.7.5 Incidents Allowance

A 12.2% Incidents Allowance is payable to Surveillance Officers and Surveillance Team Leader in compensation for change of shift; alteration of bandwidth; shift allowance; on-call allowance for days rostered off; and, on-call allowance for days rostered days on.

10.7.6 Travel Allowances - Accommodation, Meals & Incidentals

The parties agree that the arrangements for travel and meal allowances provided in this clause are to apply to ICAC staff only and do not constitute a precedent for any other department or agency.

- (a) Staff who undertake approved travel to perform their work are entitled to payment of a Travel Allowance to cover costs of accommodation, meals and incidentals, where such expenses are reasonably and necessarily incurred. The Allowance rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of these allowances.
- (b) Travel involving an overnight stay when accommodation is provided free of charge, a daily allowance as set by the Australian Taxation Office will be paid.
- (c) Travel involving no overnight stay, meals only may be paid at the rate set from time to time by the Australian Taxation Office.

Breakfast, when required to commence travel at or before 6.00 am

Lunch, when staff are unavoidably put to additional expense

or the additional expense, whichever is the lesser.

Dinner, when required to travel after 7.30 pm

- (d) Overseas Travel will be at the rate specified from time to time by the Australian Taxation Office as the reasonable limit.

10.7.7 Motor Car allowances

Where ICAC motor cars are not available, there is no convenient public transport and a car is necessary, approval may be given to staff to use their own motor car for official business. The allowance rates are determined by Premier's Department. Current allowances appear in Schedule 2.

Where other transport is available but staff elect and the ICAC authorises, staff may use their own car. The specified journey rate applies up to the cost of the public transport alternative.

11. Investigators, Surveillance Officers and Technical Services Officers

1. An investigator, financial investigator, senior investigator, special investigator (financial), education, training and project officer, special investigator (technical), surveillance operative, the surveillance team leader and the technical operative employed by the ICAC at the time of making this award shall retain all entitlements under the award.
2. The parties agree to consider the role and work of investigators, financial investigators, senior investigators, special investigators (financial) special investigator (technical), surveillance operatives, the surveillance team leader and technical operatives and the manner of their remuneration.

12. Secure Employment Test Case - OHS Obligations

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

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedures of this award.
- 12.5 This clause has no application in respect or 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.

21.6 This clause will operate from 1 March 2006.

13. Grievance & Dispute Resolution

These procedures are separate to the ICAC Grievance Policy for matters not related to this Award.

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- (ii) A staff member or persons engaged under Clause 12 may notify verbally or in writing their immediate supervisor, manager, grievance officer or union, 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 or persons engaged under Clause 12 may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Commissioner.
- (v) If the matter remains unresolved, the Commissioner 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.
- (vi) A staff member, at any stage, may request to be represented by their union.
- (vii) The staff member, or persons engaged under Clause 12 or the union on their behalf, or the Commission may refer the matter to the New South Wales Industrial Relations Commission or another appropriate external agency if the matter is unresolved following the use of these procedures.
- (viii) The staff member, union, and the Independent Commission Against Corruption shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

14. Variations to This Award and No Further Claims

This Award may be varied as provided for in the Award and the provisions of the *Industrial Relations Act 1996*.

There will be no further claims in relation to the issues covered by the Award during its operation. Subject to the *Industrial Relations Act 1996* there shall be no industrial action relating to issues covered by this Award during its operation.

15. Area, Incidence & Duration of This Award

This Award applies to all employees permanently, casually or temporarily employed under the ICAC Act. The Award does not apply to the ICAC Executive.

This Award rescinds and replaces the Independent Commission Against Corruption Award published 3 September 2004 (354 I.G. 227). It commences to operate on, and from 1 July 2006 and remains in force until 30 June 2008.

16. 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 and age.

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

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

17. Salary Packaging

The Commission supports the provision of salary packaging for non-SES staff. The range of items and the terms of salary packaging are set out in the ICAC Salary Sacrificing policy which is in accordance with Premier's Department guidelines.

SCHEDULE 1

ICAC Officer Classification Salary Rates

		fpp 1.7.05 per annum \$	+4% fpp 1.7.06 per annum \$	+4% fpp 1.7.07 per annum \$
1A	1st year	36,771	38,242	39,772
	2nd year	37,580	39,083	40,646
	3rd year	38,876	40,431	42,048
	4th year	39,850	41,444	43,102
	5th year	40,821	42,454	44,152
1B	1st year	41,470	43,129	44,854
	2nd year	42,600	44,304	46,076
	3rd year	43,896	45,652	47,478
	4th year	45,032	46,833	48,706
	5th year	46,167	48,014	49,935

1C	1st year	46,003	47,843	49,757
	2nd year	47,136	49,021	50,982
	3rd year	48,434	50,371	52,386
	4th year	49,566	51,549	53,611
	5th year	51,186	53,233	55,362
2	1st year	52,159	54,245	56,415
	2nd year	53,293	55,425	57,642
	3rd year	54,750	56,940	59,218
	4th year	56,531	58,792	61,144
	5th year	57,830	60,143	62,549
3	1st year	59,448	61,826	64,299
	2nd year	61,067	63,510	66,050
	3rd year	62,364	64,859	67,453
	4th year	64,308	66,880	69,555
	5th year	65,928	68,565	71,308
4	1st year	67,386	70,081	72,884
	2nd year	69,006	71,766	74,637
	3rd year	71,113	73,958	76,916
	4th year	73,054	75,976	79,015
	5th year	75,002	78,002	81,122
5	1st year	76,454	79,512	82,692
	2nd year	78,236	81,365	84,620
	3rd year	80,506	83,726	87,075
	4th year	83,097	86,421	89,878
	5th year	85,042	88,444	91,982
6	1st year	85,528	88,949	92,507
	2nd year	88,117	91,642	95,308
	3rd year	89,903	93,499	97,239
	4th year	92,169	95,856	99,690
	5th year	95,087	98,890	102,846
7	1st year	93,790	97,542	101,444
	2nd year	95,246	99,056	103,018
	3rd year	96,866	100,741	104,771
	4th year	98,325	102,258	106,348
	5th year	102,050	106,132	110,377
8	1st year	99,945	103,943	108,101
	2nd year	102,697	106,805	111,077
	3rd year	105,290	109,502	113,882
	4th year	107,882	112,197	116,685
	5th year	110,633	115,058	119,660

SCHEDULE 2

Allowance Rates

1. Associate's Allowance (Clause 10.7.2)

Total allowance payable in 12 month financial year period not to exceed:

1.7.05 \$	1.7.06 \$	1.7.07 \$
4,404 pa	4,580 pa	4,763 pa

Allowance payable as follows:-

50% allowance payable to approved staff members on basis of training and availability

1.7.05 \$	1.7.06 \$	1.7.07 \$
2,202 pa	2,290 pa	2,382 pa

Daily rate

1.7.05 \$	1.7.06 \$	1.7.07 \$
55.05 pd	57.25 pd	59.54 pd

2. Community Language Allowance Scheme (Clause 10.7.3)

1.7.05 \$	1.7.06 \$	1.7.07 \$
958 pa	996 pa	1,036 pa

3. First Aid Officer Allowance (Clause 10.7.4)

1.7.05 \$	1.7.06 \$	1.7.07 \$
615 pa	640 pa	666 pa

4. Casual Employees:

Persons employed on a casual basis will receive:

Loadings of

15% for Mondays to Fridays

50% for Saturdays

75% for Sundays

150% for Public Holidays

An additional payment of 1/12th in lieu of annual leave.

Minimum period of engagement of 3 hours.

Maximum period of engagement of 9 hours (excluding meal breaks) without the payment of overtime.

Overtime is paid at the overtime rates set out in Clause 10.5 of the Award, and based on the ordinary hourly rate plus 15% loading.

MONETARY RATES**Table 1 - Allowances****Effective 1 July 2006**

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)	
	29(1)	Breakfast	19.60
	29(2)	Dinner	37.80
	29(3)	Lunch	21.95
		Tier 2 and other country centres (see list in item 2)	
	29(1)	Breakfast	17.50
	29(2)	Dinner	34.55
	29(3)	Lunch	20.05
2		Travelling allowances when staying in non-govt accommodation	
	30(2)(a)	Capital cities	Per day
		Adelaide	230.30
		Brisbane	235.30
		Canberra	208.30
		Darwin	222.30
		Hobart	198.30
		Melbourne	244.30
		Perth	220.30
		Sydney	252.30
	30(2)(a)	High cost country centres	Per day
		Ballarat (VIC)	194.30
		Bendigo (VIC)	189.30
		Broome (WA)	228.30
		Burnie (TAS)	194.30
		Carnarvon (WA)	191.30
		Christmas Island (WA)	214.30
		Dampier (WA)	199.30
		Devonport (TAS)	197.80
		Exmouth (WA)	190.30
		Gold Coast (QLD)	206.30
		Halls Creek (WA)	206.30
		Horn Island (QLD)	213.30
		Jabiru (NT)	284.30
		Kalgoorlie (WA)	196.30
		Karratha (WA)	260.30
		Kununurra (WA)	207.30
		Launceston (TAS)	190.30
		Newcastle (NSW)	195.80
		Newman (WA)	213.80
		Norfolk Island	194.30
		Pt Hedland (WA)	218.30
		Thursday Island (QLD)	234.30
Warrnambool (VIC)		189.30	
Weipa (QLD)	219.30		
Wilpena (SA)	200.80		
Wollongong (NSW)	198.30		
Yulara (NT)	401.30		
30(2)(a)	Tier 2 country centres	Per day	
	Alice Springs (NT)	176.05	
	Bordertown (SA)	176.05	

		Bright (VIC)	176.05
		Bunbury (WA)	176.05
		Cairns (QLD)	176.05
		Castlemaine (VIC)	176.05
		Cocos (Keeling) Island	176.05
		Derby (WA)	176.05
		Geelong (VIC)	176.05
		Katherine (NT)	176.05
		Maitland (NSW)	176.05
		Mount Gambier (SA)	176.05
		Mount Isa (QLD)	176.05
		Mudgee (NSW)	176.05
		Northam (WA)	176.05
		Orange (NSW)	176.05
		Port Lincoln (SA)	176.05
		Port Macquarie (NSW)	176.05
		Portland (VIC)	176.05
		Queenstown (TAS)	176.05
		Wagga Wagga (NSW)	176.05
			Per Day
	30(2)(a)	Other country centres	165.05
	30(2)(b)	Incidental expenses when claiming actual expenses - all locations	14.95
	30(5)	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
3	31	Government accommodation - incidental expenses	14.95
4		Camping allowance	Per night
	36(b)(1)	Established camp	24.65
	36(b)(1)	Non established camp	32.65
	36(b)(2)	Additional allowance for staff who camp in excess of 40 nights per year	7.80
5	37(b)	Composite allowance (per day)	117.70
6		Use of private motor vehicle	Cents per kilometre
	38(c)	Official business	
		Engine capacity-	
		over 2700cc	81.2
		1600cc to 2700cc	75.6
		under 1600cc	54.1
	38(c)	Casual rate	
		Engine capacity-	
		Over 2700cc	28.9
		1600cc-2700cc	26.8
		under 1600cc	22.6
		Motor cycle allowance	
		Normal business	35.6
	38(h)(2)	During transport disruptions	17.9
	38(g)	Towing trailer or horse float	10.5
		Transport allowance	
		Engine capacity-	
		Over 1600cc	34.6
		1600cc and under	29.0
7		Camping equipment allowance	Per night
	40(b)	Camping equipment allowance	24.35
	40(c)	Bedding and sleeping bag	4.05
8		Remote areas allowance	Per annum
		With dependants	
	41(b)(1)	Grade A	1,563 pa
	41(b)(2)	Grade B	2,072 pa
	41(b)(3)	Grade C	2,768 pa

	41(b)(1) 41(b)(2) 41(b)(3)	Without dependants Grade A Grade B Grade C	1,090 pa 1,453 pa 1,939 pa
9	42(a)	Assistance to staff members stationed in a remote area when travelling on recreation leave By private motor vehicle Other transport - with dependants Other transport - without dependants Rail travel	Appropriate casual rate up to a maximum of 2850 kms less 38.50 Actual reasonable expenses in excess of 38.50 and up to 258.00 Actual reasonable expenses in excess of 38.50 and up to 127.40 Actual rail fare less 38.50
10	43	Insurance cover	Up to \$A 1,173
11	44(b)	Exchanges	Actual cost
12	45(a)	Room at home used as office	712 pa
13	93(a)	On-call (stand-by) and on-call allowance	0.70 per hour
14	47	Flying allowance	15.00 per hour
15	48(a)	Uniforms, protective clothing and laundry allowance	3.75 per week
16	50(a)	Garage and carport allowance Garage allowance Carport allowance	Per annum 504 pa 112 pa
17	52(a)	Community language allowance scheme Base Level Rate Higher Level Rate	Per annum 996 pa 1,496 pa
18	53(a)	First aid allowance Holders of basic qualifications Holders of current occupational first aid certificate	Per annum 640 pa 963 pa
19	95(a)	Overtime meal allowances Breakfast Lunch Dinner Supper	Effective 1 July 2006 21.90 21.90 21.90 8.50

SCHEDULE 3

Casual Employees' Entitlements

- (i) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (a) The Commission must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (A) the employee or employee's spouse is pregnant; or
- (B) the employee is or has been immediately absent on parental leave.

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

(ii) Personal Carers entitlement for casual employees

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

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

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

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

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

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

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

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

(iv) Bereavement entitlements for casual employees

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

M. SCHMIDT *J*

Printed by the authority of the Industrial Registrar.

FARM ASSISTANTS (DEPARTMENT OF EDUCATION AND TRAINING) WAGES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education and Training.

(No. IRC 311 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Hours of Work
4.	Overtime
5.	Wage Sacrifice for Superannuation and Wage/Salary Packaging Arrangements
6.	Wages and Allowances
7.	Payment of Wages
8.	Deduction of Union Membership Fees
9.	Public Holidays and Picnic Day
10.	Leave
11.	Tea Breaks
12.	Accommodation
13.	Settlement of Disputes
14.	Terms of engagement
15.	Fares
16.	Anti-Discrimination
17.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Allowances

2. Definitions

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

2.2 "Casual Employee" means a person engaged on an hourly basis to carry out:

- (i) work that is irregular or intermittent, or
- (ii) work on a short term basis in an area of the Department with a flexible workload, or

- (iii) the work of a position for a short period pending completion of the selection process for the position, or
- (iv) urgent work to deal with an emergency.

Consistent with the casual employment provisions of the *Public Sector Employment and Management Act 2002* and any guidelines issued pursuant to that Act, no single period of casual employment is to exceed three months, and the parties further agree that ideally no single period of engagement as a casual employee should exceed one month and in most instances any period of casual engagement should be less than two weeks in duration.

- 2.3 "Department" means the NSW Department of Education and Training.
- 2.4 "Employee" means and includes all persons permanently, temporarily or casually employed under the provisions of the *Public Sector Employment and Management Act 2002*, who, on 20 October 1982 were occupying a position covered by this award and included in the schedule attached hereto, or who after that date, are employed under the terms of this award but does not include any person who resigned or whose services were terminated (not including retirement) prior to the making of this award.
- 2.5 "Farm Assistant" means any employee, including a casual, engaged as a Farm Assistant Class I or Farm Assistant Class II.
- 2.6 Flower Gardner means any employee engaged as such.
- 2.7 "Horsepower" means the brake horsepower as stated by the manufacturer.
- 2.8 "Part Time Employee" means a person engaged on a permanent basis for part hours or part years where the employee's contract hours are less than full time hours.
- 2.9 "Regulation" means the Public Sector Employment and Management (General) Regulation, 1996.
- 2.10 "Temporary Employee" means a person engaged on a temporary basis, either full time or part time, for a fixed period greater than one month, consistent with the temporary employment provisions of the Public Sector Employment and Management Act 2002 and any guidelines issued pursuant to that Act.

3. Hours of Work

- 3.1 Day Work - The ordinary working hours for a full time employee shall be thirty-eight per week and shall be worked in accord with the following provisions for a four-week work cycle:
 - 3.1.1 Except in the case of employees engaged in attending livestock, the ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday, inclusive, with nineteen working days of eight hours each between the hours of 7.00 a.m. and 5.30 p.m., with 0.4 of one hour on each day worked accruing as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked.
 - 3.1.2 The ordinary working hours of employees engaged in attending livestock shall be worked as a twenty-day, four-week cycle of five days per week during the period Monday to Saturday, inclusive, within nineteen working days of eight hours each between the hours of 6.00 a.m. and 5.30 p.m., with 0.4 of one hour on each day worked accruing as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked.
 - 3.1.3 The rostered day off shall be a Monday or Friday within the working cycle provided that by agreement of the employer and the employee, the rostered day off may be accrued as an entitlement for a day off to be taken in a subsequent work cycle. Provided further that no employee shall be entitled to accrue more than six rostered days off under the terms of this subsection. All rostered days off shall be taken by the employee as leisure days off, and except

- as provided for in this subsection, no work shall be performed by an employee on her/his rostered day off; or rostered days off.
- 3.1.4 A roster of days off (provided for under this subsection) for each employee shall be notified to employees prior to the commencement of each working cycle. Employees shall be provided with seven (7) working days' notice of a change in roster, provided that, in the case of an emergency situation, forty-eight (48) hours notice of a change in roster may be given by the employer.
- 3.1.5 Where such rostered day off prescribed by this subclause falls on a public holiday as prescribed in clause 9, Public Holidays, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the employer and the employee.
- 3.1.6 Each day of paid leave taken on any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 3.1.7 An employee who has not worked, or is not regarded by reason of subclause (3.1.6) as having worked a complete four-week cycle, shall receive pro rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.
- 3.1.8 A majority of the employees concerned and their employers may mutually agree upon a change in starting and ceasing times so that the spread of hours in the award may be between 6.00 a.m. and 6.00 p.m.
- 3.1.9 Employees shall commence and cease work at the headquarters or the barn.
- 3.1.10 Employees shall be entitled to an unpaid meal break each day of not less than thirty minutes duration and not more than one hour in duration provided that the said meal break shall be taken between 11.30 a.m. and 1.30 p.m.
- 3.2 Subject to subclause 3.3 the school principal or their delegate may require an employee to work reasonable overtime at overtime rates.
- 3.3 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 3.4 For the purposes of subclause 3.3 what is unreasonable or otherwise will be determined having regard to:
- 3.4.1 any risk to employee health and safety;
- 3.4.2 the employee's personal circumstances including any family and carer responsibilities;
- 3.4.3 the needs of the workplace or enterprise;
- 3.4.4 the notice (if any) given by the school principal or their delegate of the overtime and by the employee of his or her intention to refuse it; and
- 3.4.5 any other relevant matter.

4. Overtime

- 4.1 Except as hereinafter provided overtime at the rate of time and a half for the first two (2) hours and double time thereafter shall be paid for all time worked:-
- 4.1.1 in excess of the daily number of rostered hours on any one day; or

- 4.1.2 outside the limits of subclause 3.1.1 in the case of employees other than those engaged on nursery work during the months of October to March inclusive; or
- 4.1.3 outside the limits of subclause 3.1.2 in the case of employees other than those engaged on nursery work during the months of October to March inclusive.
- 4.2 All work performed on Sundays and Public Holidays shall be paid for at the rate of double time and double time and a half respectively. An employee required to work on a Sunday or Public Holiday shall receive a minimum payment of 4 hours pay at the rate of double time or double time and a half respectively.
- 4.3 All ordinary time worked on Saturdays shall be paid for at the rate of time and a half.
- 4.4 An employee recalled to work overtime after 5.30 p.m. on any day other than a Sunday or Public Holiday shall receive a minimum payment of four hours pay at the appropriate overtime rate. On each recall the employee may be required to work 4 hours.
- 4.5 An employee who works so much overtime-
- 4.5.1 between the termination of his ordinary work day and the commencement of his ordinary work in the next day that he has not had at least ten consecutive hours off duty between these times;
- 4.5.2 or on Saturdays, Sundays and Holidays, not being ordinary working days without having had ten consecutive hours off duty in the twenty-four hours preceding his ordinary commencing time on his next ordinary day shall, subject to this sub-clause be released after completion of such overtime until he has had ten hours off duty without loss of pay for ordinary working time occurring during such absences.
- Provided that, if on the instructions of his employer, such an employee resumes or continues, to work without having had such ten consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 4.6 An employee who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break.
- 4.7 Where overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 p.m. which meal break shall be taken without loss of pay.

5. Wage Sacrifice for Superannuation and Wage/Salary Packaging Arrangements

- 5.1 The provisions of clause 7 Wage Sacrifice for Superannuation and clause 8 Wage Salary Packaging arrangements in the Crown Employees Wages Staff (Rates of Pay) Award 2005 or any variation to or successor instruments to the said award shall apply.

6. Wages and Allowances

- 6.1 The rates of wages and allowances to be paid to employees appointed to the positions specified are set out in Table 1 Wages and Table 2 Allowances of Part B, Monetary Rates.
- 6.2 The wage rates as set out in Table 1 - Wages, and Table 2 Allowances of Part B, Monetary Rates shall be adjusted in line with the Crown Employees Wages Staff (Rates of Pay) Award 2005 or any variations to or successor instruments to the said award.

6.3 Promotion from Farm Assistant, Class I to Farm Assistant Class II shall be subject to completion of 12 month's satisfactory service and the recommendation of the Department Head, that the skill and versatility of the employee in all respects of the work of a Farm Assistant, including proficiency in the operation of farm equipment and vehicles warrants such promotion. For the purposes of this sub-clause, service shall mean service in an established position and shall include prior service as a junior.

6.4 Casual employees shall be paid at the rate of one thirty eighth of the weekly rates prescribed in respect of the classification for which the employee is casually employed.

6.5 Casual employees shall be paid in addition to the prescribed rate for the classification concerned 15 per centum thereof.

6.6 Special rates

A Farm Assistant, Class I or II, employed on any of the following operations, viz.,

6.6.1 operating and servicing a tractor provided that for the purpose of this provision a tractor shall be deemed to include a wheel tractor and a crawler tractor and provided that such tractors shall be not less than 10 horsepower;

6.6.2 driving on farm or college property a truck which, if driven on the highway, would require possession of at least a Class 3 driver's licence:

6.6.3 operating headers, harvesters, including maize harvesters, and mechanical pick-up hay balers;

shall be paid an additional allowance as prescribed in Table 2 Allowances of Part B, Monetary Rates per day while actually so employed, provided that no allowance shall be paid for periods of such employment of less than one hour per day nor shall an employee receive more than one such allowance in respect of any one day.

6.6.4 an employee required to drive a truck on the highway shall be paid the rates prescribed by the Crown Employees (Transport Drivers, etc) Award provided that, where such employment is for less than half a day, payment shall be as for a half a day and where such employment is for a half day or more payment shall be as for a full day and provided however that no additional payment shall be made in respect of periods of one hour or less.

6.7 Broken shift allowance

Employees who are required to work a broken shift shall be the allowance prescribed in Table 2 Allowances of Part B, Monetary Rates per day extra as a broken shift allowance.

6.8 Mixed functions

An employee engaged for more than two hours during one day on duties carrying a higher rate than his/her ordinary classification shall be paid the higher rate for such day. If so engaged for two hours or less during one day he/she shall be paid the higher rate for the time so worked.

6.9 Protective clothing

Employees required to work in the rain or in mud, slurry, water or wet places shall be paid an allowance prescribed in Table 2 Allowances of Part B, Monetary Rates.

This allowance shall not be payable to an employee who is provided by the employer with adequate protective clothing.

6.10 First Aid

A standard first aid outfit shall be provided and maintained by the employer.

An employee appointed by the employer to perform first aid duty shall be paid in the first aid allowance prescribed in Table 2 Allowances of Part B, Monetary Rates in addition to their ordinary rates of pay.

6.11 Meal Allowance

An employee required to work more than one and one half hours after the ordinary ceasing time shall be provided with a meal or shall be paid the amount prescribed in Table 2 Allowances of Part B, Monetary Rates for such a meal and after the completion of each four hours of continuous overtime shall be paid the amount prescribed in Table 2 Allowances of Part B, Monetary Rates for each subsequent meal in addition to his overtime payment.

6.12 Distant places

The provisions of the Act and the Regulations apply.

7. Payment of Wages

7.1 Wages shall be paid fortnightly into a bank or other account, provided that where employees work in isolated areas or where employees experience hardship or other exceptional circumstances then payment shall be made to the employee fortnightly by cheque.

7.2 One day of each pay period shall be recognised as pay day for each job: it shall be the same day in each pay period.

8. Deduction of Union Membership Fees

8.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.

8.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.

8.3 Subject to (8.1) and (8.2) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.

8.4 Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.

8.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.

8.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

9. Public Holidays

9.1 The following days shall be observed as Public Holidays:-

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other proclaimed or gazetted holiday for the state of New South Wales.

9.2 Where local Show Day is a proclaimed local holiday it shall be observed as a Public Holiday for employees covered by this award. In the event that an employee cannot be spared without inconvenience to the Department, an alternative day with pay shall be given within twenty working days of the

proclaimed local holiday; provided that no employee shall be entitled to payment at overtime rates for work on such proclaimed local holiday and provided further that an employee shall not be entitled to the benefit of more than one holiday upon such occasion.

9.3 Where an employee is absent from his employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer the employee shall not be entitled to payment of such holiday.

9.4 Public Service Holiday

9.4.1 Unless directed to attend for duty by the Department Head a staff member is entitled to be absent from duty on a day between Boxing Day and New Year's Day determined by the Department Head as a public service holiday.

9.4.2 Any employee required to work on such day shall be paid at the rate of double time and a half for not less than four hours' work. Provided that an employee who is required to work on the nominated public service holiday and who fails to comply with such requirement shall not be entitled to payment for the day. An employee who is absent on the public service holiday on approved leave is not entitled to the public holiday overtime rate of pay.

10. Leave

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

10.2 In addition to provisions for sick leave existing under the terms of regulations made pursuant to the Act, and applicable to the employees covered under the terms of this award, the following provisions for sick leave shall apply:

Where an employee is ill or incapacitated (within the meaning of regulations relating to sick leave under the Act) on her/his rostered day off he/she shall not be entitled to payment for sick leave on that day nor shall her/his sick leave entitlements be reduced as a result of such illness or incapacity.

10.3 In addition to provisions for annual (recreation) leave, long service (extended) leave, accident pay and short leave existing under the terms of regulations made pursuant to the Act, employees covered under the terms of this award shall have the following provisions apply -

10.3.1 All paid leave taken in service with the exception of long service (extended) leave and accident pay shall be paid as follows:

An employee who is absent from work on paid leave shall accrue an entitlement of 0.4 of one hour for each such day as if he had worked on that day. The time accrued shall be paid on the scheduled day off.

10.3.2 Annual (recreation) leave on termination of service and long service (extended) leave and accident pay taken in service or paid on termination shall be paid as follows:

10.3.2.1 All accrued time against a paid day off shall be paid to the employee prior to proceeding, on leave or at the time of termination of the employee's service;

10.3.2.2 All leave accrued or time due shall be paid to the employee on the basis of one week of accrued leave etc., being equal to 38 hours or one day being equal to 7.6 hours.

Provided that where a full year's annual (recreation) leave of 20 days or more is accrued when the employee shall be paid a further 7.6 hours for the first 20 days and on the same basis for the remainder of accrued leave.

10.3.3 Where the employee is absent on long service (extended) leave and accident pay during the 20 day cycle and returns to work prior to or on the rostered day off the time involved during the current cycle shall be regarded as accruing 0.4 of one hour for each day of paid absence.

10.4 Personal/Carer's leave

Use of Sick Leave

10.4.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of subclause 10.4.3.2 shall be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January, 1998 for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

10.4.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned.

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

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

10.4.3.2 the person concerned being:

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

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

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

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

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

10.4.5 Subject to the evidentiary and notice requirements in 10.4.2 and 10.4.4, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 10.4.3 of 10.4 Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

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

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

Use of Annual (Recreation) Leave

10.4.8 An employee may elect with the employer's agreement to take annual leave not exceeding ten days in single day periods, or part thereof, in any calendar year at a time or times agreed by the parties to care for a person prescribed in subclause 10.4.3 of 10.4 Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

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

10.5 Bereavement Leave

10.5.1 An employee other than a casual employee shall be entitled to up to two days Bereavement Leave without deduction of pay on each occasion of the death of a member of a class of person set out in subparagraph (ii) of subclause 10.4.3.2 of this clause.

10.5.2 The employee must notify the employer as soon as practicable of the intention to take Bereavement Leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.

10.5.3 Bereavement Leave shall be available to the employee in respect of the death of a person in relation to whom the employee could have utilised Carer's Leave as prescribed by this clause. The employee need not have been responsible for the care of the person concerned to be eligible for Bereavement Leave as prescribed in this subclause.

10.5.4 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.

10.5.5 Bereavement leave may be taken in conjunction with any other leave available to employees. Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

10.5.6 Subject to the evidentiary and notice requirements in 10.5.2, 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 10.4.3 of 10.4 Personal/Carer's Leave.

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

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

10.6 Parental Leave

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

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

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

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

10.6.3 Right to Request

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

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

to assist the employee in reconciling work and parental responsibilities.

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

10.6.3.3 The employee's request and the employer's decision made under 10.6.1 (ii) and 10.6.1 (iii) must be recorded in writing.

10.6.3.4 Where an employee wishes to make a request under 10.6.1 (iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

10.6.4 Communication During Parental Leave

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

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

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

10.6.4.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 10.6.4.1.

11. Tea Breaks

11.1 A tea break during the morning period of not more than fifteen minutes' duration shall be allowed to each individual employee, at a time to be arranged by the employer, without deduction from their wages.

11.2 Provided that an employer may grant a tea break of not more than ten minutes' duration during both the morning and afternoon periods of the working day, under the same conditions as above. Where an afternoon tea break is taken the employer may direct that it be taken immediately prior to ceasing time.

12. Accommodation

12.1 Employees who reside in Departmental premises and are provided with board and lodging by the employer shall be charged at the rates determined from time to time by the Public Employment Office according to whether the employee is provided with full board and lodging or whether he attends to his/her own room and waits on himself/herself at table.

12.2 Where employees do not reside at the Farm, the employer shall provide free of charge a dining room fitted with sufficient and suitable table and seating accommodation together with an adequate supply of boiling water for employees at meal times. Pure drinking water shall be provided at suitable locations on each farm in clean containers where it is not available from a water service pipe.

12.3 Change rooms shall be provided by the employer and shall be used exclusively for that purpose. Where practicable, hot and cold showers shall be provided.

13. Settlement of Disputes

Subject to the provisions of the *Industrial Relations Act* 1996, the undermentioned procedures shall be applied in the settlement of disputes -

13.1 Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and supervising staff, it shall be referred to the Departmental Personnel/ Industrial Officer or other officer nominated by the employer who will arrange for the matter to be discussed with the union or unions concerned.

13.2 Failing settlement of the issue at this level, the matter should be referred to senior management.

13.3 If the matter remains unsolved then either party may make application to the Industrial Relations Commission of New South Wales.

13.4 Whilst these procedures are continuing, no stoppage of work or any form of limitation of work shall be applied.

13.5 The right is reserved to the parties to vary this procedure where it is considered a safety factor is involved.

14. Terms of Engagement

14.1 Employees shall be employed in accordance with the *Public Sector Employment and Management Act* 2002, and except in the case of misconduct, their engagement shall only be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of one week's wages in lieu, as the case may be.

15. Fares

- 15.1 Any person selected for work and sent by the employer or his agent, including a Government Employment Bureau or Private Employment Agency, from the City to the country or from one country centre to another, or from a country centre to the City, shall have the necessary fares provided by the employer.

16. Anti-Discrimination

- 16.1 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.
- 16.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in clause 13, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 16.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 16.4 Nothing in this clause is to be taken to affect:
- any conduct or act which is specifically exempted from anti-discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;
 - any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*, or
 - a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 16.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

17. Area, Incidence and Duration

- 17.1 This award shall apply to all employees as defined herein.
- 17.2 This award replaces and rescinds the Farm Assistants (Department of Education) Hours Award published 11 March 2005 (349 I.G. 18).
- 17.3 This award commences on and from 19 December 2005 and shall remain in force until 18 December 2007.

PART B
MONETARY RATES
SCHEDULE 1

Table 1 - Wages

Classification	From 1.7.03 \$	From 1.7.04 \$	From 1.7.05 \$	From first pay period on or after 1.1.06 \$	From 1.7.06 \$
Farm Assistant Class I	602.40	626.50	651.60	651.60	677.70
Class II	616.00	640.60	666.20	749.30	779.30
Flower Gardener	622.40	647.30	673.20	673.20	700.10

Table 2 - Allowances

Clause		Allowance	From 1.7.03 \$	From 1.7.04 \$	From 1.7.05 \$	From 1.7.06 \$
17 Special Rates						
(i)	(a)	Tractor operation (per day)	3.05	3.17	3.30	3.43
	(b)	Truck driving (per day)	3.05	3.17	3.30	3.43
	(c)	Headers, etc (per day)	3.05	3.17	3.30	3.43
8		Broken Shift (per day)	9.27	9.64	10.03	10.43
12		Protective Clothing (per hour)	0.50	0.52	0.54	0.56
18		First meal per day	7.80 (20.9.00)	8.70		
		Subsequent meals	6.50 (20.9.00)	7.30		
21		First Aid (per day)	2.33	2.42	2.52	2.62

F. L. WRIGHT J , *President*

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(510)

SERIAL C4936

NURSES, OTHER THAN IN HOSPITALS, &c., (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2623 of 2006)

Before Commissioner McLeay

17 July 2006

VARIATION

1. Change the title of the Award "Nurses, Other Than In Hospitals &c., (State) Award" published 20 August 2004 (346 I.G. 76) to read as:

NURSES, OTHER THAN IN HOSPITALS &c. (STATE) AWARD 2006

2. Delete subclause (iii) of clause 4, Salaries, and insert in lieu thereof the following:
- (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
- (a) any equivalent overaward payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
3. Delete Part B, Monetary Rates and insert in lieu thereof the following:

Table 1 - Salaries

	Former Wage Rate \$	SWC 2006 Adjustment \$	Total Rate \$
Assistant in Nursing			
1st year	507.20	20.00	527.20
2nd year	518.30	20.00	538.30
3rd year	529.50	20.00	549.50
4th year	541.00	20.00	561.00
Enrolled Nurse			
1st year	549.00	20.00	569.00
2nd year	563.00	20.00	583.00
3rd year	584.40	20.00	604.40
4th year	602.10	20.00	622.10
Thereafter	614.40	20.00	634.40
Registered Nurse			
1st year	628.70	20.00	648.70
2nd year	643.40	20.00	663.40
3rd year	669.90	20.00	689.90
4th year	696.20	20.00	716.20
5th year	724.40	20.00	744.40
6th year	752.40	20.00	772.40
7th year	780.40	20.00	800.40
8th year	810.50	20.00	830.50
UG1	835.30	20.00	855.30
Supervisory Nurse	848.90	20.00	868.90

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	3(iv)	Meal	7.48 per meal
2	6(i)	On Call During Meal	5.94 per day
3	6(ii)	On Call	14.11 per shift
4	17(i)	Uniform	6.84 per week
5	17(i)	Stockings	3.38 per week
6	17(ii)	Laundry	5.23 per week
7	18(i)	Vehicle Allowance Standing Charge Up to 2 litres Over 2 litres < 3.5 litres Over 3.5 Litres Vehicle Allowance Running Charge Up to 2 litres Over 2 litres < 3.5 litres Over 3.5 Litres	 150.97 per week 166.19 per week 170.79 per week 28.63 cents per km 32.01 cents per km 33.13 cents per km
8	18(iii)	Vehicle Allowance Casual Usage	63.94 cents per km

4. This variation shall take effect from the beginning of the first pay period to commence on or after the 17 July 2006.

J. McLEAY, Commissioner

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VEHICLE INDUSTRY - REPAIR SERVICES AND RETAIL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees and another.

(No. IRC 2719 of 2006)

Before Commissioner Murphy

4 August 2006

VARIATION

1. Delete subclause (b) of clause 6, Wage Rates of the award published 22 November 2002 (337 I.G. 65), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete Table 1 - Wages - Adult Weekly Employees of Part B, Monetary Rates and insert in lieu thereof the following:

Table 1 - Wages - Adult Weekly Employees

Wage Group Level	Total Rate per week \$
1	504.40
2	521.10
3	564.50
4	580.30

3. Delete Table 2 - Wages - Junior Weekly Employees, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 2 - Wages - Junior Weekly Employees

Classification	Percentage %	Rate per Week \$
Group B (Percentage of Level 1)		
Under 17 years	47.5	239.60
At 17 years	50	252.20
At 18 years	62.5	315.25
At 19 years	75	378.30
At 20 years and over	87.5	441.35
Group A (Percentage of Level 3)		
Under 17 years	47.5	268.15
At 17 years	50	282.25
At 18 years	62.5	352.80
At 19 years	75	423.40

At 20 years and over	87.5	493.95
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4. Delete Table 3 - Wages - Casual Driveway Attendants, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 3 - Wages - Casual Driveway Attendants

Classification	Percentage %	Rate per hour \$
Rate 1 - Monday to Friday -		
Under 18 years	50	8.75
At 18 years	62.5	10.93
At 19 years	75	13.12
At 20 years and over	100	17.49
Rate 2 - Saturday, Sunday and Public Holiday -		
Under 18 years	50	11.41
At 18 years	62.5	14.26
At 19 years	75	17.11
At 20 years and over	100	22.81
Rate 3 - Overtime -		
Under 18 years	50	4.88
At 18 years	62.5	6.09
At 19 years	75	7.31
At 20 years and over	100	9.75
Rate 4 - Console Allowance		
Under 18 years	50	0.31
At 18 years	62.5	0.31
At 19 years	75	0.30
At 20 years and over	100	0.30

5. Delete Table 4 - Wages - Casual Console Operators, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 4 - Wages - Casual Console Operators

Classification	Percentage %	Rate per hour \$
Rate 1 - Monday to Friday -		
Under 18 years	50	9.74
At 18 years	62.5	12.18
At 19 years	75	14.61
At 20 years and over	100	19.48
Rate 2 - Saturday, Sunday and Public Holiday -		
Under 18 years	50	12.67
At 18 years	62.5	15.83
At 19 years	75	19.00
At 20 years and over	100	25.33
Rate 3 - Overtime -		
Under 18 years	50	5.53
At 18 years	62.5	6.91
At 19 years	75	8.29
At 20 years and over	100	11.05

6. Delete Table 5 - Wages - Training - Skill Level A and Table 6 - Wages - Training - Skill Level B, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 5 - Wages - Training - Skill Level A

Skills Level A - Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill Level A.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	179.00 (50%)* 209.00 (33%)	224.00 (33%) 252.00 (25%)	303.00
Plus 1 year out of school	252.00	303.00	352.00
Plus 2 years	303.00	352.00	410.00
Plus 3 years	352.00	410.00	469.00
Plus 4 years	410.00	469.00	
Plus 5 years or more	469.00		

Table 6 - Wages - Training - Skill Level B

Skills Level B - Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill Level B.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	179.00 (50%)* 209.00 (33%)	224.00 (33%) 252.00 (25%)	293.00
Plus 1 year out of school	252.00	293.00	337.00
Plus 2 years	293.00	337.00	396.00
Plus 3 years	337.00	396.00	451.00
Plus 4 years	396.00	451.00	
Plus 5 years or more	451.00		

* Figures in brackets indicate proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rates is 20%.

7. Delete items 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 from Table 7 - Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	6(1)(c)	Console Allowance	9.25 per week
2	6(1)(d)	Leading Hand Allowance - In charge of - 3 to 10 employees 11 to 20 employees 21 or more employees	26.10 per week 39.30 per week 50.00 per week
3	10(a)	Confined spaces	0.58 per hour
4	10(b)(i)	Dirty work	0.45 per hour
5	10(b)(ii)	Dirty work - minimum payment any day/shift	1.78 day/shift
6	10(c)(i)(1)	Hot places - 46 - 54 degrees Celsius	0.45 per hour
7	10(c)(i)(2)	Hot places - in excess of 54 degrees Celsius	0.58 per hour
8	10(d)	Livestock transports - working on stock compartments	0.45 per hour
9	10(e)	First Aid Qualifications	12.00 per week
10	10(g)	Handling glass or slagwool	0.58 per hour

8. Delete Table 8 - Hourly Rates for Trainees Who Have Left School, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 8 - Hourly Rates for Trainees Who Have Left School

Skill Level A	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	7.53	8.29	9.97
Plus 1 year after leaving school	8.29	9.97	11.58
Plus 2 years	9.97	11.58	13.49
Plus 3 years	11.58	13.49	15.43
Plus 4 years	13.49	15.43	
Plus 5 years or more	15.43		
Skill Level B	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	7.53	8.29	9.64
Plus 1 year after leaving school	8.29	9.64	11.09
Plus 2 years	9.64	11.09	13.03
Plus 3 years	11.09	13.03	14.84
Plus 4 years	13.03	14.84	
Plus 5 years or more	14.84		

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

J. P. MURPHY, Commissioner

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(071)

SERIAL C5126**BUTCHERS, RETAIL (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 3041 of 2006)

Before Commissioner Ritchie

18 September 2006

VARIATION

1. Delete subclauses (a) and (b) of clause 8, Wages, of the award published 11 August 2000 (317 I.G. 808), and insert in lieu the following:

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

- (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 inset in lieu thereof the following:

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

Level	Classification	SWC 2006 Rate \$
	Effective from the first full pay to commence on or after 3rd February 2006	
	Division A - Retail Butcher Shops	
7	General Butcher in Charge	622.80
6	General Butcher (incl. Employee slaughtering)	598.20
6	Smallgoods maker Butcher's Shop	598.20
5	Boner	558.30
4	Salesperson	547.00
4	Scalder and/or cooker	547.00
3	Salter and/or Pickle-Pumper (Arterial or Stab)	532.20
2	Order person	524.85
2	All others	524.85
1	New employee on 3 month probation	504.40
	Division B - Drivers	
	Driver of motor vehicles	
4	(a) Not exceeding 1,270kg capacity	547.00
4	(b) Exceeding 1,270kg but not exceeding 3 tonnes capacity	547.00
4	(c) Exceeding 3 tonnes capacity but under 5 tonnes capacity	547.00
	(d) for each complete tonne over 5 tonnes (p.w.)	1.77
	(e) (not being a tractor) drawing trailer (p.d.extra)	1.28
4	(f) Refrigerated Van	547.00

	Division C - Boning and/or Pre-packing Area, Room or Factory	
6	General Butcher	598.20
5	Boner	558.30
4	Slicer	547.00
2	Labourer associated with boning and slicing activities	524.85
4	Sawyer	547.00
3	Trimmer	532.20
3	Employee using knives for cleaning or preparing met immediately prior to packing	532.20
2	Chiller-room hand	524.85
2	Strapping or wiring machine operator or vacuum machine operator	524.85
2	Employee wrapping, weighing, pricing, packaging or packing uncooked meat	524.85
2	Employee operating wizzard knives	524.85
2	All others	524.85
	Division D - Clerks and Cashiers.	
3	Clerk and/or Cashier	532.20
	Division E - Apprentices	
	The wage rates for apprentices on probation shall be as follows	
	Year of Apprenticeship	
	1st Year - 50% of Level 6	299.10
	2nd Year - 65% of Level 6	388.80
	3rd Year - 85% of Level 6	508.50
	4th Year - 95% of Level 6	568.30
	and thereafter not less than the minimum rates for tradespersons in the section of trade to which the apprentice was indentured.	

Table 2 - Other Rates and Allowances

Item No.	Description	Amount \$
1	Meal Money	9.51
2	Leading Hand Allowance: (a) 3 - 10 employees (b) 10 or more employees	9.43 14.06
3	Division 'C' employees Temperature Range: (a) Below 0°C but not below -16°C (b) Below -16°C but not below -20.5°C (c) Below - 20.5°C (Note: These rates are not cumulative)	0.39 0.96 1.31
4	All Other employees Temperature Range: (a) Below 0°C but not below - 16°C (b) Below -16°C but not below -20.5°C (c) Below - 20.5°C (Note: These rates are not cumulative)	0.39 0.96 1.31
5	Protective Clothing Allowance	3.81

3. This variation shall come into effect from the first full pay period on or after 3 February, 2007.

D.W. RITCHIE, Commissioner

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(072)

SERIAL C5127**BUTCHERS' WHOLESALE (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 3042 of 2006)

Before Commissioner Ritchie

18 September 2006

VARIATION

1. Delete subclause 27.3, of clause 27, Wages, of the award published 25 January 2001 (321 I.G. 1167), and insert in lieu the following:

27.3 Arbitrated Safety Net Adjustment

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

- (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May, 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Appendix 1 - Wages, and Appendix 2 - Other Rates and Allowances, of Part 9, Appendix, and insert in lieu thereof the following:

APPENDIX 1**Wages**

T1.1 The minimum rate of pay for 40 ordinary hours of any classification shall be as follows:

	Total Weekly Classification	Rate \$
1	Slaughterperson	568.60
2	Employee grading beef carcasses	532.60
3	Employee weighing and/or recording	526.80
4	Knocker down and/or shackler and/or employee opening up neck and tying weasand before hoisting to bleeding rail	530.00
5	Slaughterhouse labourer whose work includes trimming carcasses after Slaughterperson, skinning heads, removing eyes, removing horns, removing tongues and/or cheeks, removing brains and boning for pet foods and boning heads and crutching sheep	526.80
6	Employee skinning feet and taking out sinews	525.80
7	Tripeperson and employee cutting, turning and washing tripes and cutting and washing bibles	525.80
8	Slaughterhouse labourer	521.30
9	Laundry attendant	521.30
10	Stockperson (working under conditions of the stockperson clause)	527.60
11	Stockperson, stock receiver and penner-up	523.60
12	Yardperson and general labourer	516.90
13	Freezer room employee	525.80

14	Dripping and/or lard operator, tallowperson, digesterperson and/or dry melter operator, expellor and/or dryer attendant	528.60
15	Millhand, by- products labourer and saveall attendant	519.20
Casing Cleaning Department -		
16	All-round person	530.30
17	Employee trimming and sliming bungs and bladders and sliming runners	523.60
Boning Department -		
18	Boner	547.00
19	Slicer and/or sawyer	533.50
20	Trimmer	526.80
21	Weighperson	523.40
22	Packer, strapper, wiring and/or gluing machine operator	521.30
23	Shop- person/Butcher	554.10
Motor Wagon Drivers -		
24	Motor wagon driver of a vehicle with carrying capacity of up to 3,048 kg (3 tons)	527.70
	For each additional 1,016 kg (1 ton) or part thereof up to 8,128 kg (8 tons) Extra	1.80
	For each additional 1,016 kg (1 ton) or part thereof exceeding 8,128 kg (8 tons) but not exceeding 12,192 kg (12 tons) extra	1.39
	For each additional 1,016 kg (1 ton) or part thereof exceeding 12,192 kg (12 tons) When a trailer is attached to a motor wagon, the carrying capacity of such trailer shall be computed with the rate in determining the driver's wages.	1.12
25	Driver of tractor under 50 h.p. or fork lift driver	527.70
26	Driver of bulldozer	527.70
27	Loader	536.20
28	Cleaner - cleaning production plant and equipment (working under shift work provisions)	526.80

T1.2 The minimum rate of pay for 40 ordinary hours for juniors shall be as follows:

Age	Percentage of Classification 12 - General Labourer	Amount \$
At 15 years of age	36%	186.10
At 16 years of age	48%	248.10
At 17 years of age	60%	310.10
At 18 years of age	74%	382.50
At 19 years of age	87%	449.70
At 20 years of age	Adult rates	

Upon any adjustment, junior rates to be calculated to the nearest ten cents.

APPENDIX 2

Other Rates and Allowances

Other rates and allowances - Subject to the provisions of the relevant clauses, allowances and special rates are as follows:

Item No	Clause No.	Allowance	Amount \$
1	34.1	Alternating Shifts - per shift	8.93
2	31.5	Afternoon Shift - per shift	12.84
3	32.9.1	Extraordinary Hours Allow.- per day	7.71
4	35.5	Horse Allowance - per week	14.53

5	33.3	Meal Money - per meal	8.73
6	29.1	Temperature Allowance - per hour Below minus 1 degree celsius Below minus 16 degree celsius Below minus 20 degree celsius Below minus 26 degree celsius	0.45 0.72 1.33 1.99
7	29.2	Freezing Room Allowance - per hour	0.49
8	29.4	Temperature Allowance - per hour	0.49 0.78
9	10.1	Rovers Allowance - per day	2.99
10	20.1.2	Bull Penalty - per head	2.99
11	23.1	Dog Allowance- per dog per week	7.49
12	23.3	First Aid Attendant - per day	3.58
13	23.4	Leading Hand - per week	26.78
14	23.5.1	Pedestrian Stacker - Cold Temperature per week	13.82
15	23.5.2	Pedestrian Stacker - per week	10.21
16	23.5.3	Fork Lift - per week	7.18
17	17.1.1	Objectionable Work - Ordinary Hours	3.30
18	17.1.2	Objectionable Work - Outside Ordinary Hours per sheep, calf or pig per head of cattle	3.86 16.39
19	17.1.3	Objectionable Work - on Sundays, and Public Holidays - per sheep calf or pig per head of cattle	5.90 23.74
20	17.1.4	Condemned Carcass Allowance - per day	3.30
21	17.1.5	Brucella Reactor - per day	7.46
22	17.1.6	Work in Artificially Increased Temperature - per hour	0.45
23	17.1.7	Foetal Blood Extraction Allowance - per day	7.46
24	13.4	TP Slaughtering Allowance - all type of Animals per day per week	4.87 2.44
25	13.5	TP Slaughtering Allowance - two types of animals per day per week	4.16 2.00
26	13.6	TP Slaughtering Allowance - one type of animal per day per week	2.99 1.45
27	51.2	Knife Allowance Slaughterpersons, boners and Labourers skinning cattle, heads and feet - per week per day	3.48 0.68
		Other employees using a knife - per week per day	2.50 0.46
28	49.1(a)	Clothes Allowance - per day	1.52
29	49.1(b)	Laundry Allowance - per day	1.23
30	49.1(c)	Clothes Allowance - per day	0.40
31	49.3 (a) 49.3 (b) 49.3 (c)	Clothes/Laundry Allowance -(Employees not covered by Items 28-30 of this Appendix) Clothes Allowance - per day	0.74
		Laundry Allowance - per day	0.59
		Clothes Allowance - per day	0.17
32	46.5(b)	TP Boner Allowance	1.68

3. This variation shall come into effect from the first full pay period on or after 29 October, 2006.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

PRIVATE HOSPITALS, AGED CARE AND DISABILITY SERVICES INDUSTRY (TRAINING) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 3151 of 2006)

Before Commissioner McLeay

3 October 2006

VARIATION

1. Delete paragraph (x) of subclause (b) of clause 6, Employment Conditions, of the award published 2 June 2000 (315 I.G. 1404) and insert in lieu thereof the following:

- (x) Minimum and maximum hours of work for part-time employees specified in the parent award shall apply to part-time Trainees also.

Example of the Calculation for the Wage Rate for a Part-time Traineeship

A school student commences a traineeship in Year 11. The ordinary hours of work in the parent award are 38. The training contract specifies 2 years (24 months) as the length of the traineeship.

"Average weekly training time" is therefore:

$$7.6 \quad \times \quad 12/24 \quad = \quad 3.8 \text{ hours}$$

"Trainee hours" total 15 hours; these are made up of 11 hours' work which are worked over 2 days of the week plus 1-1/2 hours on-the-job training plus 2-1/2 hours off-the-job approved training at school and at TAFE.

So the wage rate in Year 11 is:

$$\$229.00 \quad \times \quad \frac{15 \quad - \quad 3.8}{30.4} \quad = \quad \$84.37$$

plus any applicable penalty rates under the parent award.

The wage rate varies when the student completes Year 11 and passes the anniversary date of 1 January the following year to begin Year 12 and/or if "trainee hours" change.

2. Delete subclause (e) of clause 7, Wages, and insert in lieu thereof the following:
- (e) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
- (a) any equivalent over-award payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net State Wage Case and minimum rates adjustments.

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

PART B

MONETARY RATES

Table 1 - Industry/Skill Level A

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Industry/Skill Level A.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	303.00
Plus 1 year out of school	252.00	303.00	352.00
Plus 2 years	303.00	352.00	410.00
Plus 3 years	352.00	410.00	469.00
Plus 4 years	410.00	469.00	
Plus 5 years or more	469.00		

The average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

Table 2 - Industry/Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Industry/Skill Level B.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	293.00
Plus 1 year out of school	252.00	293.00	337.00
Plus 2 years	293.00	337.00	396.00
Plus 3 years	337.00	396.00	451.00
Plus 4 years	396.00	451.00	
Plus 5 years or more	451.00		

The average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

Table 3 - Weekly Rates - Industry/Skill Level C

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Industry/Skill Level C.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	289.00
Plus 1 year out of school	252.00	289.00	325.00
Plus 2 years	289.00	325.00	363.00
Plus 3 years	325.00	363.00	406.00
Plus 4 years	363.00	406.00	
Plus 5 years or more	406.00		

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School-based Trainees

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A, B and C	229.00	252.00

The average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

Table 5 - Hourly Rates for Trainees Who Have Left School

	Year 10 \$	Year 11 \$	Year 12 \$
Skill Level A			
School leaver	7.53	8.29	9.97
1 year after leaving school	8.29	9.97	11.58
2 years +	9.97	11.58	13.49
3 years +	11.58	13.49	15.43
4 years +	13.49	15.43	
5 years +	15.43		
Skill Level B			
School leaver	7.53	8.29	9.64
1 year after leaving school	8.29	9.64	11.09
2 years +	9.64	11.09	13.03
3 years +	11.09	13.03	14.84
4 years +	13.03	14.84	
5 years +	14.84		
Skill Level C			
School leaver	7.53	8.29	9.51
1 year after leaving school	8.29	9.51	10.69
2 years +	9.51	10.69	11.94
3 years +	10.69	11.94	13.36
4 years +	11.94	13.36	
5 years +	13.36		

Table 6 - Hourly Rates for School-Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skills levels A, B and C	7.53	8.29

4. This variation shall take effect from the first pay period to commence on or after 26 November 2006.

J. McLEAY, Commissioner

(580)

SERIAL C5172**RUBBER WORKERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the National Union of Workers, New South Wales Branch, industrial organisation of employees.

(No. IRC 3258 of 2006)

The Honourable Justice Kavanagh

11 October 2006

VARIATION

1. Delete subclause (b) of clause 9, Arbitrated Safety Net Adjustments, of the award published 13 July 2001 (326 I.G. 99), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than Safety Net, State Wage Case, and Minimum Rates Adjustments.
2. Delete Appendix A - Wage Rates (Adults) and Appendix B - Allowances/Special Rates, and insert in lieu thereof the following:

APPENDIX A**Wage Rates (Adults)****Table 1 - Wage Rates**

Classifications	Former Award Rate (Per week) 2 October 2005 \$	Minimum Award Rate (Per week) 11 October 2006 \$
Manufacturing/Production Employee Level 1	484.40	504.40
Manufacturing/Production Employee Level 2	501.00	521.00
Manufacturing/Production Employee Level 3	523.60	543.60
Manufacturing/Production Employee Level 4	544.50	564.50
Manufacturing/Production Employee Level 5	563.70	583.70
Manufacturing/Production Employee Level 6	578.20	598.20
Warehouse Worker Level 1	523.60	543.60
Warehouse Worker Level 2	544.50	564.50
Warehouse Worker Level 3	563.70	583.70
Warehouse Administration Officer	578.20	598.20

APPENDIX B**Allowances/Special Rates**

Item No.	Clause No.	Subject	Amount \$
1	8(b)(i)	Leading Hand (3-10 employees)	22.57 per week
2	8(b)(ii)	Leading Hand (10-20 employees)	33.47 per week
3	8(b)(iii)	Leading Hand (more than 20 employees)	43.96 per week
4	14(b)	Handling Carbon Black	77 cents per hour
5	14(c)	Installing or repairing belting underground in mines	25 cents per hour
6	14(d)	Working in a confined space	51 cents per hour
7	14(e)	Hot places - 46.1 C - 54.4 C	40 cents per hour
8	14(e)	Hot places - more than 54.4 C	50 cents per hour
9	14(f)	Processing free coal dust	34 cents per hour
10	15(b)	First-aid attendant	8.86 per week
11	23	Motor Vehicle Allowance	37 cents per km
12	25(a)	Meal Allowance	10.00 per meal
13	40(b)	Overalls Allowance	34 cents per day

3. This variation shall take effect from the first pay period commencing on or after 11 October 2006.

T. M. KAVANAGH J.

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STARCH MANUFACTURERS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 3257 of 2006)

Before The Honourable Justice Kavanagh

11 October 2006

VARIATION

1. Delete subclause (v) of clause 2, Rates of Pay, of the award published 8 June 2001 (325 I.G. 370), and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (a) any equivalent over award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete Table (a), Adults, of Division I - Wheaten Starch, and Division II - Starch (Other than Wheaten Starch) of Appendix 1 - Wage Rates, and insert in lieu thereof the following:
 - (a) Adults: The following weekly wage shall be paid:

APPENDIX 1**WAGE RATES**

Classifications	Former Award Rate (Per Week) 14 Oct 2005 \$	Minimum Award Rate (Per Week) 14 Oct 2006 \$
Process Attendants - Hydrolyzed Protein	525.60	545.60
Process Attendants - Other	515.70	535.70
Forklift Drivers	519.50	539.50
All Other Employees	501.60	521.60

- (ii) Division II - Starch (Other Than Wheaten Starch)

- (a) Adults: The following weekly rates shall be paid:

Classifications	Former Award Rate (Per Week) 14 Oct 2005 \$	Minimum Award Rate (Per Week) 14 Oct 2006 \$
Feedhouse Dryer Operator	512.40	532.40
Starch Treater	512.40	532.40
Starch/Gluten Separator Operator	512.40	532.40
Germ/Fibre Separator Operator	512.40	532.40
Evaporator Operator	507.10	527.10
Starch Dryer Operator	507.10	527.10

Gluten Dryer Operator	507.10	527.10
Expeller Operator (Oil)	507.10	527.10
Stepperson	507.10	527.10
Forklift Driver	507.10	527.10
Dry Blend Operator	501.80	521.80
Drum Dryer Operator	501.80	521.80
Feed Packer	498.20	518.20
Starch Packer	498.20	518.20
Filter Press Operator	498.20	518.20
All Other Employees	488.60	508.60

3. Delete Appendix 2 - Other Rates and Allowances, and insert in lieu thereof the following:

APPENDIX 2

OTHER RATES AND ALLOWANCES

Item 1	Additional Rates	46 cents per hour
Item 2	Leading Hands	\$4.10 per day
Item 3	First Aid	\$8.90 per week
Item 4	Afternoon Shifts (Division 1)	\$20.70 per shift
Item 5	Rotating Night Shifts (Division 1)	\$25.70 per shift
Item 6	Non-rotating night shift (Division 1)	\$31.40 per shift
Item 7	Change of Shift Allowance (Division 1)	\$17.20 per shift
Item 8	Day, Afternoon and Night Shifts in regular weekly rotation (Division 1)	\$52.64 per week
Item 9	Day and night shifts only in regular weekly rotation (Division 11)	\$52.64 per week
Item 10	Afternoon and Night Shifts only in regular weekly rotation (Division 11)	\$77.82 per week
Item 11	Afternoon Shifts only (Division 11)	\$77.88 per week
Item 12	Permanent night shifts only (Division 11)	\$116.76 per week
Item 13	Change of Shift Allowances (Division 11)	\$27.10 per week
Item 14	Payment with meal relief on day shift	2.04 per shift
Item 15	Meal Allowance	6.95 per meal

4. This variation shall take effect from the first pay period commencing on or after 14 October, 2006.

T. M. KAVANAGH J.

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DRUG FACTORIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(No. IRC 2712 of 2006)

Before Commissioner Murphy

4 August 2006

VARIATION

1. Delete clause 4, Arbitrated Safety Net Adjustment, of the award published 1 June 2001 (325 I.G. 1), and insert in lieu thereof the following:

4. Arbitrated Safety Net Adjustment

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

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

Item No	Classification	Base Rate (Includes May 2005 SWC) \$	SWC 2006 Per Week \$	Total rate per week \$
Division I -				
1	Chief Chemist	636.05	20.00	656.05
2	Research Chemist	597.15	20.00	617.15
3	Analytical and/or process Chemist	567.20	20.00	587.20
4	Trainee Chemist - First year of adult service Second year of adult service Third year of adult service	516.30 532.70 549.20	20.00	536.30 552.70 569.20
5	Laboratory Assistant	524.30	20.00	544.30
Division II				
6	Pill Making	528.30	20.00	548.30
7	Pill and Tablet Making	528.30	20.00	548.30
8	Manufacturing complex Pharmaceuticals involving a chemical change	528.30	20.00	548.30
9	Granulating (hand, Machine and/or hot table)	528.30	20.00	548.30
Division III-				
10	Tablet Compressing	522.20	20.00	542.20

11	Hydrogen Peroxide	522.20	20.00	542.20
12	Spirit recovery still operator	522.20	20.00	542.20
13	Spiritous percolating	522.20	20.00	542.20
14	Nail Lacquer	522.20	20.00	542.20
15	Manufacturing empty hard Gelatine capsules	522.20	20.00	542.20
16	Machine attendant	522.20	20.00	542.20
Division IV -				
17	Fluid Magnesia	517.70	20.00	537.70
18	Emulsions (cod liver oil and paraffin types)	517.70	20.00	537.70
19	Toothpaste	517.70	20.00	537.70
20	Ointments	517.70	20.00	537.70
21	Cosmetics for males and Females	517.70	20.00	537.70
22	Perfumes	517.70	20.00	537.70
23	Creams	517.70	20.00	537.70
24	Lotions and repellents	517.70	20.00	537.70
25	Hair Sprays	517.70	20.00	537.70
26	Hair oils and hair tints	517.70	20.00	537.70
27	Manufacturing pharmaceuticals not Otherwise provided for	517.70	20.00	537.70
28	Bottle Checker and sorter	517.70	20.00	537.70
29	Filling raw materials, partly processed materials &/or finished products into bulk receptacles for subsequent processing	517.70	20.00	537.70
30	Manufacture for any of the above items for aerosol packs	517.70	20.00	537.70
Division V -				
31	Laboratory Attendant	508.50	20.00	528.50
32	Household chemicals, cleaners and detergents	508.50	20.00	528.50
33	Bottle washer (by hand or machine)	508.50	20.00	528.50
34	Quality Inspector	508.50	20.00	528.50
35	APC and Seiditz powder machine operator	508.50	20.00	528.50
36	Filling and finishing retail packs up to transfer point from factory end of line packaging departments to warehouse and dispatch departments	508.50	20.00	528.50
37	Cutting, filling or sealing Ampoules	508.50	20.00	528.50
38	All other employees not otherwise provided for	508.50	20.00	528.50

3. Delete Items 1, 2, 3, 4, 5, 6, 8 and 9 of Table 2 - Other Rates and Allowances, of the said Part B, and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	3(d)(i)	Junior trainee lab assistant who undertake an appropriate certificate course	1.72 per week
2	3(d)(ii)	Senior hands	4.90 per week
3	3(d)(iii)	Charge Hands Allowance: In charge of 1 to 5 employees In charge of 6 to 10 employees In charge of more than 10 employees	19.00 per week 22.80 per week 27.60 per week
4	3(d)(iv)	Employees appointed as checkers	4.10 per week
5	15(e)(i)	Engaged on morning or afternoon shifts	15.12 per shift

6	15(e)(ii)	Engaged on night shifts	20.36 per shift
8	28(f)	Required to perform work of an unusually Dirty, dusty and/or offensive nature or Temperatures of abnormal head/cold	0.45 per hour
9	28(q)	Appointed as first-aid attendant	2.75 per day or shift

4. Delete Part C - Industry/Skill Level Rates, and insert in lieu thereof the following:

PART C

INDUSTRY/SKILL LEVEL RATES

Table 1 - Industry Skill Level A

Where the accredited training course and work performed are for the purposes of generating skills which have been defined for work at industry/skill level A.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	303.00
Plus 1 year out of school	252.00	303.00	352.00
Plus 2 years	303.00	352.00	410.00
Plus 3 years	352.00	410.00	469.00
Plus 4 years	410.00	469.00	
Plus 5 years or more	469.00		

The average proportion of time spent in Structured Training which has been taken into account in setting the above rate is 20 per cent.

Table 2 - Industry/Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill level B.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	293.00
Plus 1 year out of school	252.00	293.00	337.00
Plus 2 years	293.00	337.00	396.00
Plus 3 years	337.00	396.00	451.00
Plus 4 years	396.00	451.00	
Plus 5 years or more	451.00		

The average proportion of time spent in Structured Training which has been taken into account in setting the above rate is 20 per cent.

Table 3 - Industry/Skill Level C

Where accredited Training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill level C.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	289.00
Plus 1 year out of school	252.00	289.00	325.00

Plus 2 years	289.00	325.00	363.00
Plus 3 years	325.00	363.00	406.00
Plus 4 years	363.00	406.00	
Plus 5 years or more	406.00		

The average proportion of time spent in Structured Training which has been taken into account in setting the above rate is 20 per cent.

5. Delete section (F) (vi)(b)(ii) of clause 42, Training Conditions, and insert in lieu thereof the following:

(ii) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship \$	Second Year of Traineeship \$
Industry/Skill Level A	487.00	505.00
Industry/Skill Level B	468.00	486.00
Industry/Skill Level C	421.00	437.00

6. This variation shall take effect from the first full pay period commencing on or after 11 September 2006.

J. P. MURPHY, Commissioner

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(1201)

SERIAL C5169

PUBLIC HOSPITAL (TRAINING WAGE) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 3150 of 2006)

Before Commissioner McLeay

3 October 2006

VARIATION

1. Delete paragraph (ix) of subclause (c) of clause 7, Employment Conditions, of the award published 2 June 2000 (315 I.G. 1415) and insert in lieu thereof the following:

- (ix) Minimum and maximum hours of work for part-time employees specified in the relevant award shall apply to part-time trainees also.

Example of the Calculation for the Wage Rate for a Part-time Traineeship

A school student commences a traineeship in Year 11. The ordinary hours of work in the relevant award are 38. The training contract specifies 2 years (24 months) as the length of the traineeship.

"Average weekly training time" is therefore:

$$7.6 \quad \times \quad 12/24 \quad = \quad 3.8 \text{ hours}$$

"Trainee hours" total 15 hours; these are made up of 11 hours' work which are worked over 2 days of the week plus 1-1/2 hours on-the-job training plus 2-1/2 hours off-the-job approved training at school and at TAFE.

So the wage rate in Year 11 is:

$$\$229.00 \quad \times \quad \frac{15 \quad - \quad 3.8}{30.4} \quad = \quad \$84.37$$

plus any applicable penalty rates under the relevant award.

The wage rate varies when the student completes Year 11 and passes the anniversary date of 1 January the following year to begin Year 12 and/or if "trainee hours" change.

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

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

PART B

MONETARY RATES

Table 1 - Industry/Skill Level A

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Industry/Skill Level A.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	179.00 (50%) 209.00 (33%)	224.00 (33%) 252.00 (25%)	303.00
Plus 1 year out of school	252.00	303.00	352.00
Plus 2 years	303.00	352.00	410.00
Plus 3 years	352.00	410.00	469.00
Plus 4 years	410.00	469.00	
Plus 5 years or more	469.00		

The figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

Table 2 - Industry/Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Industry/Skill Level B.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	179.00 (50%) 209.00 (33%)	224.00 (33%) 252.00 (25%)	293.00
Plus 1 year out of school	252.00	293.00	337.00
Plus 2 years	293.00	337.00	396.00
Plus 3 years	337.00	396.00	451.00
Plus 4 years	396.00	451.00	
Plus 5 years or more	451.00		

The figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

Table 3 - School-based Trainees

	Year of Schooling	
	Year 11 \$	Year 12 \$
School-based Traineeships Skill Levels A, B and C	229.00	252.00

The average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

4. This variation shall take effect from the first full pay period to commence on or after 26 November 2006.

J. McLEAY, Commissioner.

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PROFESSIONAL ENGINEERS AND PROFESSIONAL SCIENTISTS (PRIVATE INDUSTRY) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), Industrial Organisation of Employees.

(No. IRC 3079 of 2006)

Before The Honourable Justice Schmidt

16 October 2006

VARIATION

1. Delete paragraph 4.2.3 of clause 4, Salaries and Classifications, of the award published 18 August 2000 (317 I.G. 1030), and insert in lieu thereof the following:

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

- (a) any equivalent 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 - Salaries

Classification	Award Salary per year \$
Level 1A Professional Scientist (Graduate/Diplomate - 3 year course)	36,492
Level 1 Professional Engineer/Level 1B Professional Scientist (Graduate 4 or 5 year course)	37,595
Level 2 Professional Engineer/Professional Scientist (Experienced)	43,906
Level 3 Professional Engineer/Professional Scientist	48,254
Level 4 Professional Engineer/Professional Scientist	54,778

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	8.4	Meal Allowance	11.48
2	17.3	Use of private vehicle	Not less than 62 cents per kilometre

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

M. SCHMIDT *J*

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(039)

SERIAL C5157

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, industrial organisation of employees.

(No. IRC 4558 of 2005)

Before The Honourable Justice Kavanagh

11 October 2006

VARIATION

1. Delete paragraphs 5.1.1(c) and 5.1.1(d) of clause 5.1, Classifications and Rates of Pay, of Part 5, Rates of Pay and Related Matters, of the award published 8 June 2001 (325 I.G. 209), and insert in lieu thereof the following:

5.1.1(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	179.00	504.40	13.27
Level C13	299.50	42.60	179.00	521.10	13.71
Level C12	319.20	45.40	179.00	543.60	14.31
Level C11	337.40	48.10	179.00	564.50	14.86
Level C10	365.20	52.00	181.00	598.20	15.74
Level C9	383.50	54.60	181.00	619.10	16.29
Level C8	401.70	57.20	181.00	639.90	16.84
Level C7	420.00	59.80	179.00	658.80	17.34
Level C6	456.50	65.00	179.00	700.50	18.43
Level C5	474.80	67.60	179.00	721.40	18.98
Level C4	493.00	70.20	179.00	742.20	19.53
Level C3	529.50	75.40	179.00	783.90	20.63
Level C2(a)	547.80	78.00	179.00	804.80	21.18
Level C2(b)	584.30	83.20	175.00	842.50	22.17
Level C1(a)	657.40	93.60	175.00	926.00	24.37
Level C1(b)	766.90	109.20	175.00	1051.10	27.66

5.1.1(d) State Wage Case Adjustments

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

- (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, Apprentices 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	598.20	251.20	6.61
Second Year	55	598.20	329.00	8.66
Third Year	75	598.20	448.70	11.81
Fourth Year	88	598.20	526.40	13.85

3. Delete the table in subclause 5.4.3 of clause 5.4, Adult Apprentices, of the said Part 5 and insert in lieu thereof the following:

Table 1 - Adult Apprentice Rates of Pay

Year of Apprenticeship	Total Weekly Rate \$
First	443.00
Second	504.40
Third	521.10
Fourth	543.60

4. Delete clause 5.5, Unapprenticed Junior Rates of Pay, of the said Part 5 and insert in lieu thereof the following:

5.5 Unapprenticed Junior Rates of Pay

5.5.1(a) Unapprenticed Juniors

The minimum weekly wage rates for Unapprenticed Juniors shall be as follows:

Column 1	Column 2	Column 3	Column 4
Years of Age	Percentage of Column 3 %	C13 Weekly Award Rate \$	Total Rate per week \$
Under 16 years of age	36.8	521.10	191.80
At 16 years of age	47.3	521.10	246.50
At 17 years of age	57.8	521.10	301.20
At 18 years of age	68.3	521.10	355.90
At 19 years of age	82.5	521.10	429.90
At 20 years of age	97.7	521.10	509.10

A junior employee of 18 years of age or more shall be paid 37 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) Un-apprenticed Juniors (Foundaries)

The minimum weekly wage rates for Un-apprenticed 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	521.10	191.80
At 16 years of age	47.3	521.10	246.50
At 17 years of age	68.3	521.10	355.90
At 18 years of age	83.0	521.10	432.50
At 19 years of age	98.8	521.10	514.80

5. Delete the amount "\$61.00" appearing in paragraph 5.8.3, clause 5.8, Supported Wage System for People with Disabilities, of the said Part 5 and insert in lieu thereof the following:

\$62.00

6. Delete paragraphs 5.9.1(f) and (g) 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	26.30 per week 39.30 per week 50.00 per week
2	5.9.1(b)	Ship Repairing Tradespersons All other employees	11.95 per week 9.65 per week
3	5.9.1(c)	Multi-Storey Building	18.90 per week
4	5.9.1(d)	Tool Allowance	12.90 per week

5.9.2(g) Other Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5.9.2(a)	Motor Allowance	66 cents per km travelled
2	5.9.2(b)	First Aid Allowance	11.95 per week
3	5.9.2(c) 5.9.4(b)(iv) & 6.4.11	Meal Allowance	10.05

7. Delete paragraph 5.9.3(s), of clause 5.9, Allowances and Special Rates, of the said clause 5.9 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	44 cents per hour extra
2	5.9.3(d)	Hot Places Between 46 and 54 celsius In excess of 54 celsius	45 cents per hour extra 60 cents per hour extra
3	5.9.3(e)	Wet Places	45 cents per hour extra

4	5.9.3(f)	Confined Spaces	60 cents per hour extra
5	5.9.3(g)	Dirty Work Ship Repair Work All other work	60 cents per hour extra 45 cents per hour extra
6	5.9.3(h)	Height Money	33 cents per hour extra
7	5.9.3(i)	Meat Digesters and Oil Tanks	45 cents per hour extra
8	5.9.3(j)	Sanitary Works	31 cents per hour extra
9	5.9.3(k)	Insulation materials	59 cents per hour extra
10	5.9.3(l)	Slaughtering Yards	33 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	33 cents per hour extra 1.19 per hour extra
12	5.9.3(n)	Explosive Powered Tools	1.20 per day extra
13	5.9.3(o)	Ships in Dock	33 cents per hour extra
14	5.9.3(p)	Foundry Allowance	34 cents per hour worked
15	5.9.3(q)	Boilding Down works	33 cents per hour
16	5.9.3(r)	Lead Works	33 cents per hour

8. This variation shall take effect on or after the first full pay period on or after 11 October 2006.

T. M. KAVANAGH J.

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(550)

SERIAL C4976

MOTELS, ACCOMMODATION AND RESORTS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2914 of 2006)

Before Commissioner McKenna

17 August 2006

VARIATION

1. Delete subclause 12.2 clause 12, Classifications and Wage Rates, of the Award published 31 August 2001 (327 I.G. 244) and insert in lieu thereof the following:

12.2 Minimum Rates of Pay

Level & Classification	Former award rate per week \$	SWC 2006 commencing first pay period on or after 30 October 2006 \$
Introductory Level	484.40	504.40
LEVEL 1 Hospitality Services Grade 1	501.10	521.10
LEVEL 2 Hospitality Services Grade 2 Leisure Attendant Grade 1 Hospitality Administration and Front Office Grade 1	526.20 526.20 526.20	546.20 546.20 546.20
LEVEL 3 Hospitality Services Grade 3 Hospitality Administration and Front Office Grade 2 Leisure Attendant Grade 2	544.50 544.50 544.50	564.50 564.50 564.50
LEVEL 4 Hospitality Services Grade 4 Hospitality Administration and Front Office Grade 3 Leisure Attendant Grade 3	578.20 578.20 578.20	598.20 598.20 598.20
LEVEL 5 Hospitality Services Grade 5 Hospitality Administration and Front Office Supervisor	619.90 619.90	639.90 639.90
LEVEL 6 Hospitality Services Grade 6	638.80	658.80

2. Delete subclause 12.4 of the said clause 12, and insert in lieu thereof the following:

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

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

3. Delete Clause 16 Allowances, and insert in lieu thereof the following:

16. Allowances

16.1 Meal allowance

16.1.1 A full time or regular part-time employee required to work overtime for more than two hours without being notified on the previous day or earlier that he or she will be so required to work shall either be supplied with a meal by the employer or paid \$10.70 meal money.

16.1.2 If an employee pursuant to notice has provided a meal and is not required to work overtime or is required to work less than the amount advised, he or she shall be paid as above prescribed for the meal which he or she has provided but which is surplus.

16.2 Broken periods of work allowance

16.2.1 A full time or regular part-time employee who has a broken work day shall receive an additional allowance for a spread of hours prescribed as follows:

Spread of hours	Rate per day \$
Under 10	Nil
10 but under 10-1/2	1.14
10-1/2 but under 11-1/2	2.25
11-1/2 or more	3.39

16.3 Penalty rates not cumulative

Except as provided in clause 19 - Meal breaks of this Award where time worked is required to be paid for at more than the ordinary rate, such time shall not be subject to more than one penalty, but shall be subject to that penalty which is to the employee's greatest advantage.

16.4 Board and lodging

16.4.1

- (a) Where board and residence is made available to adult employees the employer shall have the right to deduct from the pay of the employees residing on the premises an amount of \$136.40 per week of seven days.
- (b) Provided that where an adult employee is required to share a room for lodging, the amount to be deducted from the pay of the employee for lodging shall be \$134.60 per week of seven days.

16.4.2

- (a) Where lodging only is made available to adult employees, the employer shall have the right to deduct from the pay of the employee residing on the premises the sum of \$130.10 per week of seven days.
- (b) Provided that where an adult employee is required to share a room for lodging, the amount to be deducted from the pay of such employee for lodging, shall be \$129.75 per week of seven days.

16.4.3 In the case of employees who do not reside on the employer's premises a deduction at the rate of \$7.35 for each meal supplied and consumed during the employee's spread of working hours may be deducted by the employer.

16.4.4 The rates for board and lodging for adults shall be increased or decreased by 21 cents, for each meal by one cent, for every 50 cents per week alteration in the rate of classification Hospitality services grade 1 in clause 12 - Classification and wage rates.

16.4.5 Junior employees receiving adult rates of pay as prescribed in this Award shall be subject to the deductions applicable to adults prescribed in this clause.

16.4.6 Junior employees receiving junior rates of pay shall be subject to a deduction at the rate of 50 cents for each meal supplied and consumed during the employee's spread of working hours.

16.5 Laundry allowance

Where any employee is required to wear a special uniform such uniform shall be provided and laundered by the employer free of cost to the employee or if mutually agreed that the employee shall launder such uniform the employer shall pay the employee \$2.26 for each uniform so laundered with a maximum of \$7.04 per week.

16.6 Clothing, equipment and tools

16.6.1 Where it is necessary that an employee wear waterproof or other protective clothing such as waterproof boots, aprons, or gloves, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the special clothing is supplied without cost to the employee. Where protective clothing is supplied without cost to the employee, it will remain the property of the employer. In the event of a dispute, the necessity for the provision of protective clothing may be determined by the Motels, Accommodation and Resorts, &c., Employees (State) Industrial Committee.

16.6.2 Where the employer requires an employee to provide and use any tools, brushes, knives, choppers, implements, utensils and materials, the employer must reimburse the employee for the cost of purchasing such equipment. The provisions of this clause shall not apply where the employer supplied such items without cost to the employee.

16.6.3 An employer may require an employee on commencing employment to sign a receipt for item/s of uniform and property. This receipt must list the item/s of uniform and the value of them. If, when an employee ceases employment the employee does not return the item/s of uniform and property (or any of them) in accordance with receipt the employer will be entitled to deduct the value as stated on the receipt from the employees wages.

16.6.4 In the case of genuine wear and tear, damage, loss, or theft that is not the employee's fault the provision of 16.6.3 will not apply.

16.6.5 Any disagreement concerning the value of item/s of uniform and any other aspect of this clause shall be determined by the Motels, Accommodation and Resorts, &c., Employees (State) Industrial Committee.

16.7 Travelling, transport and fares

16.7.1 Where an employee is detained at work until it is too late to travel by the last ordinary train, tram, vessel or other regular conveyance to his or her usual place of residence the employer shall either provide proper conveyance or provide accommodation for the night free of charge.

16.7.2 If an employee is required to start work before his ordinary commencing time and before the first ordinary means of conveyance (hereinbefore prescribed) is available to convey him or her from his or her usual place of residence to the place of employment, the employer shall provide a conveyance or pay the cost thereof.

16.7.3 Where a full time or regular part-time employee is engaged for work outside a distance of 44 kilometres from the place of engagement he or she shall be paid all fares actually and necessarily incurred in travelling from the place of engagement to the place of employment; provided that if

the employee leaves his or her place of employment or is dismissed for misconduct within a period of three months of the date engagement, the employer may recover from the employee the fare paid on engagement.

16.8 Overnight Stay

Where the employer requests and an employee agrees to stay overnight on the employer's premises for a period outside that of the employee's normal rostered hours of duty, the following arrangements shall apply:

16.8.1 An employee shall be entitled to an amount of \$37.20 per overnight stay period.

16.8.2 This payment shall be deemed to provide compensation for the overnight stay and also includes compensation for all work necessarily undertaken by an employee up to a total of one hour's duration.

16.8.3 Any work necessarily performed during an overnight stay period by the employee in excess of a total of one hour's duration shall be paid for at the rate of time and one half. The payments referred to above shall not extend beyond the period of the overnight stay.

16.8.4 Any time worked under 16.8.2 or 16.8.3 shall not be taken into account for the purposes of Clause 8 - Types of Employment, Clause 18 - Hours of Work or Clause 20 - Overtime of this award.

16.8.5 An employee required to stay overnight in accordance with this clause without being notified on the previous day or earlier that he or she will be so required shall either be supplied with a meal by the employer or paid \$10.05 meal money.

4. Delete subclause 18.8 Work outside daily hours, of clause 18, Hours of Work, and insert in lieu thereof the following:

18.8 Work outside daily hours

18.8.1 Full time or regular part-time employees who are required to work any of their ordinary hours outside the hours of 7.00 a.m. to 7.00 p.m. on Monday to Friday inclusive, shall be paid \$1.52 per hour, or part thereof, for any such time worked outside the said hours with a minimum payment of \$2.32 for any one day.

5. This variation shall take effect on and from the first full pay period to commence on or after 30 October 2006.

D. S. McKENNA, Commissioner

PRIVATE HOSPITAL PROFESSIONAL EMPLOYEES (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2895 of 2006)

Before Commissioner Bishop

16 August 2006

VARIATION

1. Rename the title of the award "Private Hospital Professional Employees (State) Award" published 16 March 2001 (323 I.G. 35), to read as:

PRIVATE HOSPITAL PROFESSIONAL EMPLOYEES (STATE) AWARD 2006

2. Delete subclause 19.1 of clause 19, State Wage Case Adjustments, and insert in lieu thereof the following:

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

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

3. Number the last two subclauses in clause 35, Area, Incidence and Duration, to read as:

35.5 and 35.6

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

PART B

Table 1 - Salaries

Classification	Current Rate per week \$	SWC 2006 Adjustment per week \$	Wage Rate as from 1/2/07 per week \$
Medical Officers			
Resident			
1st year of service	720.30	20.00	740.30
2nd year of service	776.00	20.00	796.00
3rd year of service	838.00	20.00	858.00
4th year of service	896.90	20.00	916.90
Registrar			
1st year of service	838.60	20.00	858.60
2nd year of service	896.90	20.00	916.90
3rd year of service	955.50	20.00	975.50
4th year of service	1,011.70	20.00	1,031.70
Senior Registrar	1,097.40	20.00	1,117.40

Scientific Officers			
1st year of scale	643.80	20.00	663.80
2nd year of scale	662.00	20.00	682.00
3rd year of scale	692.80	20.00	712.80
4th year of scale	729.60	20.00	749.60
5th year of scale	769.10	20.00	789.10
6th year of scale	805.90	20.00	825.90
7th year of scale	835.30	20.00	855.30
8th year of scale	857.30	20.00	877.30
Senior Scientific Officer			
1st year of scale	910.40	20.00	930.40
2nd year of scale	935.70	20.00	955.70
3rd year of scale	957.60	20.00	977.60
4th year of scale	979.40	20.00	999.40
5th year of scale	1,002.20	20.00	1,022.20
6th year of scale	1,031.00	20.00	1,051.00
7th year of scale	1,057.70	20.00	1,077.70
8th year of scale	1,080.50	20.00	1,100.50
Senior Scientific Officer-in-Charge			
(a) in charge of a section of a laboratory -			
1st year	910.40	20.00	930.40
2nd year	935.70	20.00	955.70
Thereafter	957.60	20.00	977.60
(b) in charge of a laboratory at a hospital having an ADA of -			
(i) less than 200:			
1st year	979.40	20.00	999.40
2nd year	1,002.20	20.00	1,022.20
Thereafter	1,030.00	20.00	1,050.00
(ii) more than 200:			
1st year	1,031.00	20.00	1,051.00
2nd year	1,057.70	20.00	1,077.70
Thereafter	1,079.80	20.00	1,099.80
Principal Scientific Officer			
1st year of scale	1,111.20	20.00	1,131.20
2nd year of scale	1,134.90	20.00	1,154.90
3rd year of scale	1,161.30	20.00	1,181.30
4th year of scale	1,185.30	20.00	1,205.30
5th year of scale	1,210.30	20.00	1,230.30
6th year of scale	1,235.00	20.00	1,255.00
7th year of scale	1,259.30	20.00	1,279.30
8th year of scale	1,285.00	20.00	1,305.00
9th year of scale	1,309.60	20.00	1,329.60
10th year of scale	1,335.30	20.00	1,355.30
Trainee Scientific Officer			
1st year of scale	417.50	20.00	437.50
2nd year of scale	439.50	20.00	459.50
3rd year of scale	483.30	20.00	503.30
4th year of scale	532.20	20.00	552.20
5th year of scale	581.90	20.00	601.90
6th year of scale	622.50	20.00	642.50
Nurse Counsellor			
1st year of scale	634.50	20.00	654.50
2nd year of scale	657.40	20.00	677.40
3rd year of scale	688.70	20.00	708.70
4th year of scale	716.90	20.00	736.90
5th year of scale	750.00	20.00	770.00

6th year of scale	776.60	20.00	796.60
7th year of scale	800.00	20.00	820.00
8th year of scale	822.40	20.00	842.40
Thereafter	852.70	20.00	872.70
Psychologists, Audiologists and Research or Project Officers			
1st year of service	630.20	20.00	650.20
2nd year of service	652.80	20.00	672.80
3rd year of service	683.40	20.00	703.40
4th year of service	713.00	20.00	733.00
5th year of service	745.60	20.00	765.60
6th year of service	776.00	20.00	796.00
7th year of service	799.80	20.00	819.80
8th year of service	852.50	20.00	872.50
Clinical Psychologists			
1st year of service	823.50	20.00	843.50
2nd year of service	865.60	20.00	885.60
3rd year of service	904.60	20.00	924.60
4th year of service	947.10	20.00	967.10
5th year of service	986.30	20.00	1,006.30
Librarian - Graduate			
1st year of service	624.70	20.00	644.70
2nd year of service	643.60	20.00	663.70
3rd year of service	669.10	20.00	689.10
4th year of service	692.70	20.00	712.70
5th year of service	716.90	20.00	736.90
6th year of service	733.40	20.00	753.40
7th year of service	768.70	20.00	788.70
Dieticians			
1st year of scale	662.00	20.00	682.00
2nd year of scale	692.80	20.00	712.80
3rd year of scale	729.60	20.00	749.60
4th year of scale	769.10	20.00	789.10
5th year of scale	805.90	20.00	825.90
6th year of scale	835.30	20.00	855.30
7th year of scale	857.30	20.00	877.30
Grade 1			
1st year of scale	910.40	20.00	930.40
2nd year of scale	935.70	20.00	955.70
Physiotherapists, Occupational Therapists, Music Therapists, Speech Pathologists			
1st year of scale	643.80	20.00	663.80
2nd year of scale	662.00	20.00	682.00
3rd year of scale	692.20	20.00	712.20
4th year of scale	729.60	20.00	749.60
5th year of scale	769.10	20.00	789.10
6th year of scale	805.90	20.00	825.90
7th year of scale	835.30	20.00	855.30
8th year of scale	857.30	20.00	877.30
Medical Records Administrator			
1st year of service	633.20	20.00	653.20
2nd year of service	643.40	20.00	663.40
3rd year of service	653.80	20.00	673.80
4th year of service	663.80	20.00	683.80
5th year of service	675.10	20.00	695.10
6th year of service	688.50	20.00	708.50
7th year of service	701.70	20.00	721.70
8th year of service	731.20	20.00	751.20

Welfare Officers - Social			
Adults - Grade 1			
1st year of scale	567.70	20.00	587.70
2nd year of scale	594.10	20.00	614.10
3rd year of scale	617.80	20.00	637.80
4th year of scale	639.90	20.00	659.90
5th year of scale	689.80	20.00	709.80
Adults - Grade 2			
1st year of scale	686.90	20.00	706.90
2nd year of scale	710.30	20.00	730.30
Social Workers			
1st year of scale	634.50	20.00	654.50
2nd year of scale	657.40	20.00	677.40
3rd year of scale	688.70	20.00	708.70
4th year of scale	716.90	20.00	736.90
5th year of scale	750.00	20.00	770.00
6th year of scale	776.60	20.00	796.60
7th year of scale	800.00	20.00	820.00
8th year of scale	822.40	20.00	842.40
9th year of scale	852.70	20.00	872.70

Table 2 - Allowances

Item No.	Clause No.	Allowance	Amount from 1/2/07 \$
1	3.4	Principal Scientific Officer-Qualification Allowance	44.90 p/wk
2	3(3.6)(b)	Psychologists, Audiologists and Research or Project Officers Allowance Further Allowance	49.70 p/wk 49.70 p/wk
3	3(3.9)	Physiotherapist, Occupational Therapist, Speech Pathologist -In-Charge Allowance	106.10 p/wk
4	6(6.2)	Meal Allowance - Overtime	
	(a)	Breakfast	8.60
	(b)	Lunch	11.10
	(c)	Evening	16.40
5	20(20.3)	Uniform Allowance	1.70 p/wk
6	20(20.4)	Laundry Allowance	0.95 p/wk
7	23	Mileage Allowance	
		Motor Car	
		First 8,000 kilometres per year	
		1,600 cc and over	0.526 p/km
		Under 1600 cc	0.376 p/km
		Over 8,000 kilometres per year	
		1,600 cc and over	0.187 p/km
		Under 1600 cc	0.157 p/km
		Motor Cycle	0.248 p/km

3. This variation shall take effect from the first pay period to commence on or after 1 February 2007.

E. A. R. BISHOP, Commissioner

(074)

SERIAL C5170

BUTCHERS' WHOLESALE (NEWCASTLE AND NORTHERN) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 3040 of 2006)

Before Commissioner Stanton

12 September 2006

VARIATION

1. Delete subclause 27.3 of clause 27, Wages, of the award published 2 March 2001 (322 I.G. 727) and insert in lieu thereof the following:

27.3 Arbitrated Safety Net Adjustment

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

- (i) any equivalent over-award payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Appendix 1 - Wages, and Appendix 2 - Other Rates and Allowances, of Part 9, Appendix, and insert in lieu thereof the following:

APPENDIX 1

WAGES

T1.1 The minimum rate of pay for 40 ordinary hours of any classification shall be as follows:

	Classification	Total Weekly Rate \$
1	Slaughterperson	568.60
2	Employee Grading beef carcasses	532.60
3	Employee weighing and/or recording	526.80
4	Knocker down and/or shackler and/or employee opening up neck and tying weasand before hoisting to bleeding rail	530.00
5	Slaughterhouse labourer whose work includes trimming carcasses after slaughter persons, skinning heads, removing eyes, removing horns, removing tongues and/or cheeks, removing brains and boning for pet foods and boning heads and crutching sheep	526.80
6	Employee skinning feet and taking out sinews	525.80
7	Tripe persons and employee cutting, turning and washing tripes and cutting and washing bibles	525.80
8	Slaughterhouse Labourer	521.30
9	Laundry Attendant	521.30
10	Stockperson (working under conditions of the stock person clause)	527.60
11	Stockperson, stock receiver and penner-up	523.60
12	Yard person and general labourer	516.90

13	Freezer room employee	525.80
14	Dripping and/or lard operator, tallow person, digester person and/or dry melter operator, expeller and/or dryer attendant	528.60
15	Mill hand, by-products labourers and save-all attendant	519.20
16	Casing Cleaning Depart All-round person	530.30
17	Employee trimming and sliming bungs and bladders and sliming runners	523.60
18	Boning Department Boner	547.00
19	Slicer and/or sawyer	533.50
20	Trimmer	526.80
21	Weigh person	523.40
22	Packer, strapper, wiring and/or gluing machine operator	521.30
23	Shop person/butcher	554.10
24	Motor Wagon Drivers Motor wagon driver of a vehicle with carrying capacity of up to 3,048 kg (d tons)	527.70
	For each additional 1,016 kg (1 ton) or part thereof up to 8,128 kg (8 tons) extra	1.80
	For each additional 1,016 kg (1 ton) or part thereof exceeding 8,128 (8) tons but not exceeding 12,192 kg (12 tons) extra	1.39
	For each additional 1,016 kg (1 ton) or part thereof exceeding 12,192 kg (12 tons)	1.12
	When a trailer is attached to a motor wagon, the carrying capacity of such trailer shall be computed with the rate in determining the driver's wages	
25	Driver of tractor under 50 h.p. or forklift driver	527.70
26	Driver of bulldozer	527.70
27	Loader	536.20
28	Cleaner - cleaning production plant and equipment (working under shift work provisions)	526.80

T1.2 The minimum rate of pay for 40 ordinary hours for juniors shall be as follows:

Age	Percentage of Classification 12-General Labourer	Total Weekly Rate \$
At 15 years of age	36%	186.10
At 16 years of age	48%	248.10
At 17 years of age	60%	310.10
At 18 years of age	74%	382.50
At 19 years of age	87%	449.70
At 20 years of age	Adult rates	

Upon any adjustment, junior rates to be calculated to the nearest ten cents.

APPENDIX 2**Other Rates and Allowances**

Other rates and allowances - Subject to the provisions of the relevant clauses, allowances and special rates are as follows:

Item No.	Clause No.	Brief Description	Amount \$
1	34.1	Alternating Shifts - per shift	8.93
2	31.5	Afternoon Shift - per shift	12.84
3	32.9.1	Extraordinary Hours Allowance per day	7.71
4	35.5	Horse Allowance - per week	14.53
5	33.3	Meal Money - per meal	8.73
6	29.1	Temperature Allowance - per hour	
		Below minus 1 degree celsius	0.45
		Below minus 16 degree celsius	0.72
		Below minus 20 degree celsius	1.33
		Below minus 26 degree celsius	1.99
7	29.2	Freezing Room Allowance - per hour	0.49
8	29.4	Temperature Allowance - per hour	0.49
			0.78
9	10.1	Rovers Allowance - per day	2.99
10	20.1.2	Bull Penalty - per head	2.99
11	23.1	Dog Allowance - per dog per week	7.49
12	23.3	First Aid Attendant - per day	3.58
13	23.4	Leading Hand - per week	26.78
14	23.5.1	Pedestrian Stacker - Cold Temperature - per week	13.82
15	23.5.2	Pedestrian Stacker - per week	10.21
16	23.5.3	Fork Lift - per week	7.18
17	17.1.1	Objectionable Work - Ordinary Hours	3.30
18	17.1.2	Objectionable Work - Outside Ordinary Hours	
		per sheep, calf or pig	3.86
		per head of cattle	16.39
19	17.1.3	Objectionable Work - on Sundays and Public Holidays - per sheep, calf or pig	5.90
		per head of cattle	23.74
20	17.1.4	Condemned Carcass Allowance - per day	3.30
21	17.1.5	Brucella Reactor - per day	7.46
22	17.1.6	Work in Artificially Increased Temperature - per hour	0.45
23	17.1.7	Foetal Blood Extraction Allowance - per day	7.46
24	13.4	TP Slaughtering Allowance - all type of Animals	
		per day	4.87
		per half day	2.44
25	13.5	TP Slaughtering Allowance - two types of animals	
		per day	4.16
		per half day	2.00
26	13.6	TP Slaughtering Allowance - one type of animal	
		per day	2.99
		per half day	1.45
27	51.2	Knife Allowance - Slaughterpersons, boners and Labourers skinning	
		cattle, heads and feet - per week	3.48
		per day	0.68
		Other employees using a knife -	
		per week	2.50
		per day	0.46

28	49.1(a)	Clothes Allowance - per day	1.52
29	49.1(b)	Laundry Allowance - per day	1.23
30	49.1(c)	Clothes Allowance - per day	0.40
31	49.3	Clothes/Laundry Allowance - (Employees not covered by Items 28-30 of this Appendix	
	(a)	Clothes Allowance - per day	0.74
	(b)	Laundry Allowance - per day	0.59
	(c)	Clothes Allowance - per day	0.17
32	46.5(b)	TP Boner Allowance	1.68

3. This variation shall take effect from the first pay period to commence on or after 22 November 2006.

J.D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

POULTRY INDUSTRY PREPARATION (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, Industrial Organisation of Employees.

(Nos. IRC 3123 and 3039 of 2006)

Before Commissioner Ritchie

18 September 2006

VARIATION

1. Delete subclause 13.2 of clause 13, Wages, of the award published 14 June 2002 (344 I.G. 322) and insert in lieu thereof the following:
 - 13.2 The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (i) any equivalent over-award payments; and/or
 - (ii) award increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Skill Level	Minimum Rate Per Week \$
Leading Hand - Large Group	34.77
Leading Hand - Small Group	20.84
Level 1	523.60
Level 2	540.30
Level 3	548.90
Level 4	557.00
Level 5	565.30
Level 6	598.20

Table 2 - Other Rates and Allowances

Item Number	Clause Number	Description	Amount \$
1	14.1	Operate Forklift	3.37 per day
2	14.2	Operate Crane and Hoist	7.05 per day
3	14.3	Hanging live Poultry	0.36 per hour
4	14.4	Laundry Allowance	2.49 per day
5	14.5.3	Up to and including 2000cc	0.40
		Over 2000cc	0.46

6	14.5.4	Required to provide motor car	82.77 per week
		Required to provide motor car if part time or casual	16.28 per day used
		For each km travelled	0.28 per klm
7	14.7	Below 4 degrees	0.17 per hour
		Below minus 16 degrees	0.43 per hour
		Below minus 18 degrees	0.77 per hour
		Below minus 20 degrees	1.18 per hour
8		Location Allowance	0.78 per hour
9		Meal Allowance	8.60

3. This variation shall come into effect from the first full pay period on or after 7 February 2007.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

STAFF SPECIALISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Health Department.

(No. IRC 2842 of 2006)

Before Commissioner Macdonald

15 August 2006

VARIATION

1. Delete clause 7, Salary Sacrifice, of the award made 28 April 2006, and insert in lieu thereof the following:

7. Salary Sacrifice

In this clause 'superannuable salary' means the Staff Specialist's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations as per the relevant superannuation legislation governing the fund, or, in respect of Staff Specialists who elect to have contributions made to a non public sector superannuation scheme, 'superannuable salary' means the Staff Specialist's salary that would have been notified from time to time to the New South Wales public sector superannuation trustee corporations but for the Staff Specialist's election to have contributions made to a non public sector superannuation scheme.

- (a) Subject to the other provisions of this clause, Staff Specialists may salary sacrifice from the range of benefits the Director-General of the NSW Department of Health and Federation agree upon from time to time.
- (b) Salary sacrifice arrangements must be formalized by an agreement between the Staff Specialist and the employer.
- (c) The salary sacrifice agreement must be prospective, that is, the agreement must be made prior to the commencement of the period of service to which the earnings relate.
- (d) Subject to Australian Taxation Law, the sacrificed amount of superannuable salary will reduce the Staff Specialist's remuneration subject to appropriate PAYE taxation deductions by the amount sacrificed.
- (e) The fringe benefits tax on the benefits chosen by the Staff Specialist that would have been payable except for the public hospital fringe benefit exemption status, will be calculated for each Staff Specialist who enters into a salary sacrifice arrangement. This amount will be divided equally between the Employer and the Staff Specialist.
- (f) Any fringe benefits tax applicable to the benefits packaged by a Staff Specialist will be deducted from the total amount sacrificed in that Staff Specialist's salary sacrifice agreement.
- (g) The administration cost of each salary sacrifice agreement will be shared equally by the Employer and the participating Staff Specialist. The Staff Specialist's share will be deducted from the total amount sacrificed in that Staff Specialist's salary sacrifice agreement.
- (h) Subject to clause 9, the total amount sacrificed in any salary sacrifice agreement may be up to 100% of the Staff Specialist's superannuable salary.
- (i) Any allowance, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payment for leave taken in service, to which a Staff Specialist is entitled under this award or applicable Act or statute which is expressed to be determined by reference to a Staff Specialist's salary, shall be calculated by reference to the salary and allowances which would have

applied to the Staff Specialist in the absence of any salary sacrifice arrangements made pursuant to this award.

- (j) Any pre-tax or post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be sacrificed. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
2. Delete clause 8, Salary Sacrifice for Superannuation, and insert in lieu thereof the following:

8. Salary Sacrifice for Superannuation

- (a) In this clause ‘superannuable salary’ means the Staff Specialist’s salary as notified from time to time to the New South Wales public sector superannuation trustee corporations as per the relevant superannuation legislation governing the fund, or, in respect of Staff Specialists who elect to have contributions made to a non public sector superannuation scheme, ‘superannuable salary’ means the Staff Specialist’s salary that would have been notified from time to time to the New South Wales public sector superannuation trustee corporations but for the Staff Specialist’s election to have contributions made to a non public sector superannuation scheme.
- (b) Consistent with the provisions of clause 7, Salary Sacrifice, a Staff Specialist may elect, subject to the agreement of the Staff Specialist’s employer, to sacrifice a part or all of his/her superannuable salary to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. Subject to Clause 9, the amount sacrificed may be up to 100% of the superannuable salary.
- (c) Where the Staff Specialist has elected to sacrifice a part or all of that superannuable salary to additional employer superannuation contributions:
- (i) Subject to Australian Taxation Law, the sacrificed amount of superannuable salary will reduce the Staff Specialist’s remuneration subject to appropriate PAYE taxation deductions by the amount sacrificed; and
- (ii) Any allowance, payment for unused leave entitlements, weekly workers’ compensation, or other payment, other than any payment for leave taken in service, to which a Staff Specialist is entitled under this award or any applicable Act or statute which is expressed to be determined by reference to a Staff Specialist’s salary, shall be calculated by reference to the salary and allowances which would have applied to the Staff Specialist in the absence of any salary sacrifice arrangements made pursuant to this award.
- (d) The Staff Specialist may elect to have the amount of superannuable salary which is sacrificed to additional superannuation contributions:
- (i) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
- (ii) subject to the employer’s agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (e) Where a Staff Specialist elects to salary sacrifice in terms of subclause (d) above, the employer will pay the specified amount into the relevant superannuation fund.
- (f) Where the Staff Specialist 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 Staff Specialist's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (a) above is included in the Staff Specialist's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (g) Where, prior to electing to sacrifice a part or all of his/her superannuable salary to superannuation, a Staff Specialist had entered into an agreement with the employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (f) above, the employer will continue to base contributions to that fund on the superannuable salary to the same extent as applied before the Staff Specialist sacrificed that amount of 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.
 - (h) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be sacrificed. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
3. Delete clause 9, Limitation on the Amount to be Sacrificed, and insert in lieu thereof the following:

9. Limitation on the Amount to be Sacrificed

If a Staff Specialist sacrifices under both clauses 7 and 8, the total amount to be sacrificed may be up to 100% of the superannuable salary.

4. This variation shall take effect on and from 15 August 2006.

J. McLEAY, Commissioner.

Printed by the authority of the Industrial Registrar.

(009)

SERIAL C5043

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Health Department.

(No. IRC 2851 of 2006)

Before Commissioner McLeay

15 August 2006

VARIATION

1. Insert in numerical order in clause 2, Arrangement, of the award published 31 March 2006 (358 I.G. 668), the following new clause and subject matter and renumber the existing clause 36, Area, Incidence and Duration, to read as clause 37:

36. Salary Packaging
37. Area, Incidence and Duration

2. Delete clause 35, Salary Sacrifice to Superannuation, and insert in lieu thereof the following:

35. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 7, Salaries, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 36, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable award, act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference

to the salary which would have applied to the employee under the salaries clause in the absence of any salary sacrifice to superannuation made under this award.

- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act, 1906*;
 - (b) the *Superannuation Act, 1916*;
 - (c) the *State Authorities Superannuation Act, 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act, 1987*; or
 - (e) the *First State Superannuation Act, 1992*.

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under clause 7, Salaries of the award to the same extent as applied before the employee sacrificed that amount of 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.
3. Insert after clause 35, Salary Sacrifice to Superannuation, the following new clause and renumber the existing clause 36, Area, Incidence and Duration, to read as clause 37:

36. Salary Packaging

1. By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph 4 below.

2. Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.

- (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award 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 award in the absence of any salary packaging or salary sacrificing made under this award.
 - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in clause 7, Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
3. Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
 4. The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
 5. The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
 6. If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
 7. Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
 8. Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
 9. The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.
 4. This variation shall take effect on and from 15 August 2006.

J. McLEAY, Commissioner

(1577)

SERIAL C5041

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Health Department.

(No. IRC 2849 of 2006)

Before Commissioner McLeay

15 August 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement, of the award published 25 May 2001 (324 I.G. 1210), the following new clause and subject matter and renumber the existing clause 37, Area, Incidence and Duration, to read as clause 39, and renumber remaining clauses accordingly:

- 37. Salary Sacrifice to Superannuation
- 38. Salary Packaging
- 39. Area, Incidence and Duration
- 40. Exemptions

PART B

MONETARY RATES

- 41. Classification Structure
- 42. Climatic and Isolation Allowance

2. Renumber the clauses in the body of the award to reflect the new Arrangement
3. Insert after clause 36, Reasonable Hours, the following new clauses:

37. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 6, Wages, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 38, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.

- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable award, act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the wages clause in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act, 1906*;
 - (b) the *Superannuation Act, 1916*;
 - (c) the *State Authorities Superannuation Act, 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act, 1987*; or
 - (e) the *First State Superannuation Act, 1992*.

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under clause 6, Wages, of the award to the same extent as applied before the employee sacrificed that amount of 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.

38. Salary Packaging

1. By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee

also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph 4 below.

2. Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award 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 award in the absence of any salary packaging or salary sacrificing made under this award.
 - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in clause 6, Wages and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
3. Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
4. The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
5. The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
6. If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
7. Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
8. Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
9. The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

4. This variation shall take effect on and from 15 August 2006.

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

PUBLIC HEALTH SYSTEM NURSES' & MIDWIVES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Health Department.

(No. IRC 2848 of 2006)

Before Commissioner McLeay

15 August 2006

VARIATION

1. Delete clause 10, Salary Sacrifice to Superannuation, of the award published 24 February 2006 (357 I.G. 345), and insert in lieu thereof the following:

10. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 9, Salaries as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 51, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable award, act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause in the absence of any salary sacrifice to superannuation made under this award.

- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act, 1906*;
 - (b) the *Superannuation Act, 1916*;
 - (c) the *State Authorities Superannuation Act, 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act, 1987*; or
 - (e) the *First State Superannuation Act, 1992*.

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under clause 9. Salaries of the award to the same extent as applied before the employee sacrificed that amount of 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.
2. Delete clause 51, Salary Packaging, and insert in lieu thereof the following:

51. Salary Packaging

- 1. By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph 4 below.

- 2. Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award 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 award in the absence of any salary packaging or salary sacrificing made under this award.

- (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in Clause 9. Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
3. Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
 4. The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
 5. The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
 6. If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
 7. Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
 8. Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
 9. The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.
3. This variation shall take effect on and from 15 August 2006.

J. McLEAY, Commissioner

HEALTH PROFESSIONAL AND MEDICAL SALARIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Health Department.

(No. IRC 2840 of 2006)

Before Commissioner McLeay

15 August 2006

VARIATION

1. Insert in the Arrangement of the award published 24 March 2006 (358 I.G. 363), the following new clause number and subject matter and renumber the existing clause 7, Area, Incidence and Duration to read as clause 8.

7. Salary Packaging
8. Area, Incidence and Duration.

2. Delete clause 3, Salary Sacrifice to Superannuation, and insert in lieu thereof the following:

3. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 2. Salaries as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 7. Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable award, act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference

to the salary which would have applied to the employee under the salaries clause of the relevant award in the absence of any salary sacrifice to superannuation made under this award.

- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act, 1906*;
 - (b) the *Superannuation Act, 1916*;
 - (c) the *State Authorities Superannuation Act, 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act, 1987*; or
 - (e) the *First State Superannuation Act, 1992*.

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under Clause 2. Salaries to the same extent as applied before the employee sacrificed that amount of 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.
2. Insert after clause 6, Dispute Resolution, the following new clause and renumber the existing clause 7, Area, Incidence and Duration to read as clause 8.:

7. Salary Packaging

1. By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph 4 below.

2. Where an employee elects to package an amount of salary:
- (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.

- (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award 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 award in the absence of any salary packaging or salary sacrificing made under this award.
- (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in Clause 2. Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
3. Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
 4. The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
 5. The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
 6. If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
 7. Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
 8. Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
 9. The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.
 3. This variation shall take effect on and from 15 August 2006.

J. McLEAY, Commissioner

**PUBLIC HEALTH SERVICE EMPLOYEES SKILLED TRADES
(STATE) AWARD (INCORPORATING THE AMBULANCE SERVICE
OF NSW SKILLED TRADES)**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Health Department.

(No. IRC 2839 of 2006)

Before Commissioner McLeay

15 August 2006

VARIATION

1. Delete clause 6A, Salary Sacrifice to Superannuation, of the award published 21 June 2002 (334 I.G. 557), and insert in lieu thereof the following:

6A. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 6. Wages, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under Clause 6 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 6B. Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable award, act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the wages clause in the absence of any salary sacrifice to superannuation made under this award.

- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act, 1906*;
 - (b) the *Superannuation Act, 1916*;
 - (c) the *State Authorities Superannuation Act, 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act, 1987*; or
 - (e) the *First State Superannuation Act, 1992*.

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under Clause 6 of the award to the same extent as applied before the employee sacrificed that amount of 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.
2. Delete clause 6B, Salary Packaging, and insert in lieu thereof the following:

6B. Salary Packaging

1. By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph 4 below.

2. Where an employee elects to package an amount of salary:
- (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award 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 award in the absence of any salary packaging or salary sacrificing made under this award.

- (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in Clause 6. Wages, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
3. Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
 4. The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
 5. The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
 6. If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
 7. Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
 8. Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
 9. The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.
3. This variation shall take effect on and from 15 August 2006.

J. McLEAY, Commissioner

PUBLIC HOSPITALS (MEDICAL SUPERINTENDENTS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Health Department.

(No. IRC 2846 of 2006)

Before Commissioner McLeay

15 August 2006

VARIATION

1. Insert in the Arrangement of the award published 3 March 2006 (357 I.G. 757), the following new clause number and subject matter and renumber the existing clause 21, Area, Incidence and Duration to read as clause 22.

21. Salary Sacrifice to Superannuation
22. Area, Incidence and Duration

2. Delete clause 19, Salary Packaging, and insert in lieu thereof the following:

19. Salary Packaging

1. By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph 4 below.

2. Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award 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 award in the absence of any salary packaging or salary sacrificing made under this award.
 - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in Clause 2. Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
3. Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
4. The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per

annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.

5. The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
6. If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
7. Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
8. Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
9. The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.
3. Insert after clause 20, Reasonable Hours, the following new clause and renumber the existing clause 21, Area, Incidence and Duration to read as clause 22.:

21. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 2. Salaries as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 19. Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the relevant salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and

- (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable award, act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause of the relevant award in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
- (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
- (a) the *Police Regulation (Superannuation) Act, 1906*;
- (b) the *Superannuation Act, 1916*;
- (c) the *State Authorities Superannuation Act, 1987*;
- (d) the *State Authorities Non-contributory Superannuation Act, 1987*; or
- (e) the *First State Superannuation Act, 1992*.
- The employee's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (v) above, the employer will continue to base contributions to that fund on the salary payable under Clause 2. Salaries of the award to the same extent as applied before the employee sacrificed that amount of 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.
4. This variation shall take effect on and from 15 August 2006.

J. McLEAY, Commissioner

PUBLIC HOSPITAL (MEDICAL OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Health Department.

(No. IRC 2847 of 2006)

Before Commissioner McLeay

15 August 2006

VARIATION

1. Insert in numerical order in the Arrangement of the award published 10 March 2006 (357 I.G. 898), the following new clause and subject matter and renumber the existing clause 34, Area, Incidence and Duration, to read as clause 35:

34. Salary Sacrifice to Superannuation
35. Area, Incidence and Duration

2. Delete clause 32, Salary Packaging, and insert in lieu thereof the following:

32. Salary Packaging

1. By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph 4 below.

2. Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award 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 award in the absence of any salary packaging or salary sacrificing made under this award.
 - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in clause 2, Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
3. Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
4. The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per

annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.

5. The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
6. If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
7. Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
8. Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
9. The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.
3. Insert after clause 33, Reasonable Hours, the following new clause and renumber the existing clause 34, Area, Incidence and Duration, to read as clause 35:

34. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 2, Salaries as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 32, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the relevant salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and

- (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable award, act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause of the relevant award in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act, 1906*;
 - (b) the *Superannuation Act, 1916*;
 - (c) the *State Authorities Superannuation Act, 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act, 1987*; or
 - (e) the *First State Superannuation Act, 1992*.

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (v) above, the employer will continue to base contributions to that fund on the salary payable under clause 2, Salaries of the award to the same extent as applied before the employee sacrificed that amount of 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.
4. This variation shall take effect on and from 15 August 2006.

J. McLEAY, Commissioner

PUBLIC HOSPITALS (PROFESSIONAL AND ASSOCIATED STAFF) CONDITIONS OF EMPLOYMENT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Health Department.

(No. IRC 2841 of 2006)

Before Commissioner McLeay

15 August 2006

VARIATION

1. Delete clause 35, Salary Packaging, of the award published 3 March 2006 (357 I.G. 708), and insert in lieu thereof the following:

35. Salary Packaging

1. By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph 4 below.

2. Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the relevant salaries award in the absence of any salary packaging or salary sacrificing made under this award.
 - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in the appropriate salaries award, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
3. Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
4. The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of

savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.

5. The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
6. If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
7. Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
8. Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
9. The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.
2. Delete clause 36, Salary Sacrifice to Superannuation, and insert in lieu thereof the following:

36. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in the relevant salary awards as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the relevant award to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 35, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the relevant salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable award, act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause of the relevant award in the absence of any salary sacrifice to superannuation made under this award.

- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act* 1992 as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act*, 1906;
 - (b) the *Superannuation Act*, 1916;
 - (c) the *State Authorities Superannuation Act*, 1987;
 - (d) the *State Authorities Non-contributory Superannuation Act*, 1987; or
 - (e) the *First State Superannuation Act*, 1992.

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under the relevant salaries award to the same extent as applied before the employee sacrificed that amount of 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.
3. This variation shall take effect on and from 15 August 2006.

J. McLEAY, Commissioner

HOSPITAL SCIENTISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Health Department.

(No. IRC 2845 of 2006)

Before Commissioner McLeay

15 August 2006

VARIATION

1. Insert in numerical order in the Arrangement of the award published 3 March 2006 (357 I.G. 774), the following new clause and subject matter and renumber the existing clause 39, Area, Incidence and Duration, to read as clause 40:

39. Salary Sacrifice to Superannuation
40. Area, Incidence and Duration

2. Delete clause 37, Salary Packaging, and insert in lieu thereof the following:

37. Salary Packaging

1. By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph 4 below.

2. Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award 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 award in the absence of any salary packaging or salary sacrificing made under this award.
 - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in Clause 2. Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
3. Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
4. The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per

annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.

5. The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
6. If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
7. Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
8. Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
9. The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.
3. Insert after clause 38, Reasonable Hours, the following new clause, and renumber the existing clause 39, Area, Incidence and Duration, to read as clause 40:

39. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 2, Salaries as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 37, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and

- (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable award, act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause in the absence of any salary sacrifice to superannuation made under this award.
 - (vi) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
 - (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
 - (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act, 1906*;
 - (b) the *Superannuation Act, 1916*;
 - (c) the *State Authorities Superannuation Act, 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act, 1987*; or
 - (e) the *First State Superannuation Act, 1992*.
- The employee's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (v) above, the employer will continue to base contributions to that fund on the salary payable under clause 2, Salaries of this award to the same extent as applied before the employee sacrificed that amount of 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.
4. This variation shall take effect on and from 15 August 2006.

J. McLEAY, Commissioner

PUBLIC HOSPITAL (CAREER MEDICAL OFFICERS) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Health Department.

(No. IRC 2843 of 2006)

Before Commissioner McLeay

15 August 2006

VARIATION

1. Insert in alphabetical order in clause 1, Arrangement of the award published 10 March 2006 (357 I.G. 898), the following new clause and subject matter and renumber the existing clause 25, Area, Incidence and Duration, to read as clause 27:
 25. Salary Sacrificing to Superannuation
 26. Salary Packaging
 27. Area, Incidence and Duration
2. Insert after clause 24, Redundancy - Managing Displaced Employees, the following new clauses and renumber the existing clause 25, Area, Incidence and Duration, to read as clause 27:

25. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 3, Salaries as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 26, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable award, act, or statute which is

expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause in the absence of any salary sacrifice to superannuation made under this award.

- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act, 1906*;
 - (b) the *Superannuation Act, 1916*;
 - (c) the *State Authorities Superannuation Act, 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act, 1987*; or
 - (e) the *First State Superannuation Act, 1992*.

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (v) above, the employer will continue to base contributions to that fund on the salary payable under clause 3, Salaries of the award to the same extent as applied before the employee sacrificed that amount of 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.

26. Salary Packaging

1. By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph 4 below.

2. Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to

which an employee is entitled under this award 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 award in the absence of any salary packaging or salary sacrificing made under this award.

- (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in Clause 3. Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
3. Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
 4. The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
 5. The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
 6. If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
 7. Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
 8. Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
 9. The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.
3. This variation shall take effect on and from 15 August 2006.

J. McLEAY, Commissioner

(008)

SERIAL C5042

OPERATIONAL AMBULANCE OFFICERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Health Department.

(No. IRC 2850 of 2006)

Before Commissioner McLeay

15 August 2006

VARIATION

1. Insert in numerical order in clause 2, Arrangement, of the award published 16 June 2006 (359 I.G. 948), the following new clauses and subject matter and renumber the existing clause 48, Area, Incidence and Duration, to read as clause 50:
 48. Salary Sacrifice to Superannuation
 49. Salary Packaging
 50. Area, Incidence and Duration
2. Delete paragraph (c), of clause 8, Wages.
3. Insert after clause 47, Exemptions, the following new clauses and renumber the existing clause 48, Area, Incidence and Duration, to read as clause 50:

48. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 8, Wages as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the wages clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 49, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the wages clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable award, act, or statute which is

expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause in the absence of any salary sacrifice to superannuation made under this award.

- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act, 1906*;
 - (b) the *Superannuation Act, 1916*;
 - (c) the *State Authorities Superannuation Act, 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act, 1987*; or
 - (e) the *First State Superannuation Act, 1992*.

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under clause 8, Wages, to the same extent as applied before the employee sacrificed that amount of 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.

49. Salary Packaging

1. By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph 4 below.

2. Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to

which an employee is entitled under this award 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 award in the absence of any salary packaging or salary sacrificing made under this award.

- (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in Clause 8. Wages, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
3. Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
 4. The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
 5. The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
 6. If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
 7. Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
 8. Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
 9. The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.
 4. This variation shall take effect on and from 15 August 2006.

J. McLEAY, Commissioner

(722)

SERIAL C5036

HEALTH EMPLOYEES' CONDITIONS OF EMPLOYMENT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Health Department.

(No. IRC 2844 of 2006)

Before Commissioner McLeay

15 August 2006

VARIATION

1. Delete clause 44, Salary Sacrifice to Superannuation, of the award published 24 February 2006 (357 I.G. 424), and insert in lieu thereof the following:

44. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries as varied from time to time, prescribed in the awards identified in clause 49, Area, Incidence and Duration, of this award, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the relevant award to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 45, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the relevant salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable award, act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause of the relevant award in the absence of any salary sacrifice to superannuation made under this award.

- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act, 1906*;
 - (b) the *Superannuation Act, 1916*;
 - (c) the *State Authorities Superannuation Act, 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act, 1987*; or
 - (e) the *First State Superannuation Act, 1992*.

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under the relevant salaries award to the same extent as applied before the employee sacrificed that amount of 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.
2. Delete clause 45, Salary Packaging,, and insert in lieu thereof the following:

45. Salary Packaging

1. By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph 4 below.

2. Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would

have applied to the employee under the relevant salaries award in the absence of any salary packaging or salary sacrificing made under this award.

- (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in the appropriate salaries award, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
3. Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
 4. The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
 5. The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
 6. If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
 7. Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
 8. Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
 9. The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.
3. This variation shall take effect on and from 15 August 2006.

J. McLEAY, Commissioner

(680)

SERIAL C5146

TRANSPORT INDUSTRY - EXCAVATED MATERIALS, CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2435 of 2006)

Before Mr Deputy President Sams

20 July 2006

AWARD

1. Delete Part B, Rates of Remuneration, of the contract determination published 24 October 1997 (301 I.G. 1082) and insert in lieu thereof the following:

PART B

RATES OF REMUNERATION

Item	2 Axles \$	3 Axles \$	4 Axles \$	5 Axles \$	6 Axles \$	7 Axles \$
1. Loading Rate	15.450	24.057	29.216	34.762	37.434	40.673
1A. Extra capacity (per cubic metre)	2.663	2.663	2.663	2.663	2.663	2.663
2. Kilometre Rate (0-8)	3.885	6.052	7.350	8.746	9.416	10.231
2A. Extra Capacity (per cubic metre)	0.672	0.672	0.672	0.672	0.672	0.672
3. Kilometre Rate (over 8-25)	3.596	5.600	6.802	8.093	8.717	9.471
3A. Extra Capacity (per cubic metre)	0.620	0.620	0.620	0.620	0.620	0.620
4. Kilometre Rate (over 25)	3.333	5.187	6.303	7.501	8.070	9.471
4A. Extra Capacity (per cubic metre)	0.576	0.576	0.576	0.576	0.576	0.576
5. City Rate	9.247	14.398	17.486	27.194	30.395	33.487
5A. Extra Capacity (per cubic metre)	1.600	1.600	1.600	1.600	1.600	1.600
6. Hourly Rate	50.652	78.871	95.824	113.926	122.692	139.605
6A. Extra Capacity (per cubic metre)	8.762	8.762	8.762	8.762	8.762	8.762
7. Ramp Rate	4.129	6.430	7.808	12.145	13.575	14.952
7A. Extra Capacity (per cubic metre)	0.714	0.714	0.714	0.714	0.714	0.714
8. Large Material	15.047	23.431	28.458	44.261	49.468	54.495
8A. Extra Capacity (per cubic metre)	2.604	2.604	2.604	2.604	2.604	2.604

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

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C4685

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL
RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA06/300 - TAFE NSW Riverina Institute National Aerospace Training Centre of Excellence (NATCOE) Enterprise Agreement 2006**

Made Between: Crown in the Right of the State of New South Wales (Department of Education and Training) -&- the New South Wales Teachers Federation.

New/Variation: Replaces EA04/324.

Approval and Commencement Date: Approved 23 October 2006 and commenced 1 January 2006.

Description of Employees: The agreement applies to educational staff employed by the National Aerospace Training Centre of Excellence (NATCOE) who fall within the coverage of the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award 2006.

Nominal Term: 24 Months.

EA06/301 - Students Representative Council of The University of Sydney (PACCT Staff) Enterprise Agreement 2006

Made Between: University of Sydney Students' Representative Council -&- the National Tertiary Education Industry Union.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 9 August 2006.

Description of Employees: The agreement applies to all Professional, Administrative, Clerical, Computing and Technical staff (including casual staff) employed by University of Sydney Students' Representative Council located at Level 1, Wentworth Building GO1, University of Sydney NSW 2006, who fall within the coverage of the Clerical and Administrative Employees (State) Award.

Nominal Term: 36 Months.