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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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SPOTLESS SERVICES BLUESCOPE STEEL SITE CLEANING AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5865 of 2005)

Before Commissioner Connor

22 January 2007

REVIEWED AWARD

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Application and Parties Bound
3.	Term of award
4.	Objectives of Award
5.	Intent
6.	Performance Initiatives
7.	Contract of Employment
8.	Wages and Allowances
9.	Working Arrangements
10.	Meal Breaks
11.	Annual Leave and Loading
12.	Public Holidays
13.	Long Service Leave
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18.	Union Membership and Elected Delegates
19.	Trade Union Training
20.	Clothing and Personal Protective Equipment
21.	Superannuation
22.	Notice Boards
23.	Right of Entry
24.	Employee Entitlements
25.	Abandonment of Employment
26.	Service Fee
27.	Blood Donors
28.	Anti Discrimination and Harassment
29.	Duress
30.	Transmission of Business

This Award shall be known as the Spotless Services BlueScope Steel Site Cleaning Award 2004.

2. Application and Parties Bound

This Award shall apply to all employees of Spotless Services Australia Limited who:

Are engaged by the company in performing cleaning services on site at BlueScope Steel Port Kembla;
and

Were formerly employed by Kembla Site Services ("KSS") being a division of BlueScope Steel.

3. Term of Award

This award shall commence its operation on 13 July 2005 and remain in operation for a period of twenty four (24) months.

This award rescinds and replaces the Spotless Services BlueScope Steel Site Cleaning Award 2004 published on 25 February 2005 (348 I.G. 823).

4. Objectives of Award

The objectives of this Award are to:

Enable the company to tender for, and perform work in the area covered by the Agreement in a productive, efficient and orderly way, and

Provide appropriate remuneration and conditions of employment for employees working under the terms of the Agreement.

Encourage employees to work in a productive, efficient, flexible and safe way in accordance with their full skill and competence to meet the requirements of the employer and their client.

5. Intent

The intent of this award to create an environment that enables employees to work together in a cooperative manner.

6. Performance Initiatives

The Parties recognise the financial performance of the Company and their respective futures; prosperity and employment security are inextricably linked: There are a range of issues that represent opportunities to enhance the Company's performance in the areas of health and safety, Company and employee relationships, learning and development, quality, productivity, efficiency, flexibility, cost effectiveness and achievement of contractual Performance Targets.

6.1 Continuous Improvement and Innovation

The Parties to this Award are committed to the philosophy of improvement and innovation through effective people and business management. Employees will be encouraged to contribute not only through effort but also through good ideas. We will also promote the concept of employees challenging decisions where there maybe better ways of doing things.

6.2 Occupational Health and Safety

The parties to this agreement abhor the loss of life, sickness and disability caused at work. The parties agree to the establishment of health and safety committees in each workplace and the recognition of rights and training for health and safety representatives.

The parties are committed to pursuing the best means of safeguarding and improving the working life and health of employees.

The employer may, from time to time, issue regulations designed to increase safe working practices and conditions. On a variety of projects and sites where the employer undertakes work and regulations and Principles of the Employer are in force concerning safety restrictions, it is an express condition of employment of all employees covered by this Agreement that such regulations as are issued from time to time will be strictly observed. It is recognised by the parties to this Agreement that failure to observe these regulations can be grounds for instant dismissal. It shall be the duty of the employers to ensure that each employee is made aware of the regulations in force on the project or site on which such employee

works. Employees will assist contractors in the implementation of safety programs, which are based on continuous improvement.

6.3 Consultative Committee

The parties agree to establish a consultative committee to assist the parties improve productivity, efficiency and to provide for the effective involvement of employees in the decision making process. The committee will consist of an equal number of company and union representatives and the parties will work to set up their own charter on establishment.

The objectives of the committee are to investigate, determine, and make recommendations on matters including but not limited to:

- (i) introduction of new technology
- (ii) changes to work organisation
- (iii) expansion and investment
- (iv) quality
- (v) productivity improvement
- (vi) new management practices

Union representatives will have an, open invitation to participate in the committee and will have adequate time and access to the employees they represent:

- (i) prior to the Committee meetings to prepare for agenda items
- (ii) following Committee meetings to report back, when necessary, on issues discussed.

Committee members will be provided with all relevant information and access to documentation and data pertaining to the subject matter in order to assist the consultative process, except where the company is unable to do so for privacy or confidentiality reasons.

6.4 Equal Employment Opportunity

The Parties agree to comply with and promote the principles of equal opportunity legislation.

7. Contract of Employment

The Parties to this Award are committed to the philosophy of full time employment; but also recognise that to be competitive alternative work arrangements will be required.

Nature of Employment

Employment shall be full-time, or fixed term as is specified in the formal Letter of Offer of Employment. Employees shall perform work according to the following conditions:

By arrangement; employees shall work the ordinary working hours according to the work roster as the business needs may require from time to time as identified in Clause 10 of this Award.

Employees are expected to work reasonable overtime as required by the Company in addition to the rostered ordinary working hours.

Employees must use such protective clothing and equipment provided by the Company for specific circumstances.

Employees must comply with safety requirements of the Company.

7.1 Types of employment

Full Time Employment

An employee who has not been specifically employed on a part time or casual basis shall be deemed to be employed full time. Spotless Services shall not contract outside of this Award. In other words there will be no other forms of employment except for those contained within Clause 8 of this Award (eg. no individual contracts, Australian Workplace Agreements or Prescribed Payment Systems).

Fixed Term Employment

The introduction of fixed term employment will be agreed between the parties to suit the circumstances of the business.

7.2 Performance of Duties

Spotless Services may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote de-skilling, and payment will be in accordance with the classification structure.

7.3 Absence without Pay

Any employee not attending for duty shall not be paid for the actual time of such absence unless the absence is in accordance with Clause 14 (Paid Time Off) of this Award and has been authorised.

7.4 Termination of Employment

7.4.2 Notice for termination or dismissal of employment will be in accordance with the following:

Period of Continuous Service	Notice Period
More than 1 month but less than 1 year	At least 1 week
More than 1 year but no more than 3 years	At least 2 weeks
More than 3 years but no more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

Note:

Payment in lieu of notice shall be made if the appropriate notice period is not given. The notice of termination required to be given by an employee shall be the same as that required of an employer. By mutual agreement, the parties may enter into an arrangement that suits either party with a minimum notice period of not less than one (1) week. An employee required to work during their notice period shall have that amount deducted whilst not at work during the notice period as required by the Company. (Notice period is increased by one week if an employee is over 45 years of age; subject to having completed at least two (2) years continuous service).

7.4.3 Redundancy

Should the need for any redundancies arise there shall be consultation and agreement between the company and the union which agreement will reflect prevailing redundancy pay standards at the time the redundancies are put into effect. No forced redundancies shall be made during the life of the contract without prior and extensive consultation with the union.

Termination

The company may dismiss an employee without notice for serious or gross misconduct. Without limiting the generality of this clause the phrase "serious or gross misconduct" includes theft of

company property, violence in the workplace, being in the workplace while affected by alcohol or drugs of intoxication etc.

7.5 Recovery of Monies Owed

It is agreed that in the event of an employee's employment being terminated for any reason, any monies advanced to the employee by Spotless Services shall be recovered by the Company from any accrued entitlements owing to the employee and in accordance with the law.

7.6 Facilities

Spotless Services shall provide on-site facilities for its employees. These facilities shall be made available to all employees and shall include lockers, shower area, crib rooms etc.

7.7 Transport of Employees

An employee without personal transport working overtime on short notice, and with no access to public transport, shall be transported to their place of residence, or to a place where public transport is available.

8. Wages and Allowances

The wage rates and allowances contained in this Award apply to on site cleaning and ancillary work.

8.1 An employee's remuneration shall be as provided for in this Award and notified to prospective employees in the Letter of Offer of Employment and the Acceptance of Appointment form or as varied from time to time.

8.2 The following wage rates will be paid (for the performance of a 38-hour week) for the respective classifications from the first pay period commencing on or after the specified date.

8.2.1 Classification Structure -

Classification	Rate
Cleaner	13/07/05 \$18.67 per hour for all ordinary hours 12/07/06 \$19.51 per hour for all ordinary hours
Team Leader	From 13/07/05 In Charge of 1-5 employees \$26.96 pw In charge of 6-10 employees \$32.92 pw In charge of 11-15 employees \$39.29 pw In charge of 16-20 employees \$44.52 pw Over 20 employees \$48.80 pw Plus an additional \$1.08 pw for each employee in addition to 20 From 12/07/06 In Charge of 1-5 employees \$28.17 pw In charge of 6-10 employees \$34.40 pw In charge of 11-15 employees \$41.06 pw In charge of 16-20 employees \$46.52 pw Over 20 employees \$51.00 pw plus an additional \$1.13 pw for each employee in addition to 20

8.2.2 First Aid Allowance

An employee who is appointed by the Company to render first aid, and holds a current recognised and accredited first aid certificate shall be paid an allowance of \$9.80 per week.

8.2.3 Confined Space Allowance

A confined space allowance of 51c per hour will be paid in the following manner. A "Confined Space", means a compartment, space or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation.

8.3 Mixed Functions

An employee engaged for more than two (2) hours on any day or shift carrying a higher rate than their classification shall be paid the higher rate for such day or shift. If engaged for two (2) hours or less during one day or shift the higher rate shall be paid for actual time worked.

8.4 Payment of Wages

All earnings shall be paid to employees by electronic transfer on a weekly or fortnightly basis into a bank account or other financial institution nominated by the employee.

Details of payment to employees on pay slips shall contain the following information:

Name of employee

Classification of the employee and reference number

Date of payment (including period of payment)

Classification rate (hourly)

Hours of work (normal and overtime) • Allowances

Deductions (such as union, salary sacrifice)

Special Payments (such as Annual Leave Payment)

Long Service Leave payments

The company will provide Paid Time Off (PTO) balance statements to each employee at the end of every quarter.

8.5 Payment on Termination

Upon termination of employment, wages due to an employee shall be paid on the day of such termination, or forwarded to them by post or electronic fund transfer on the next working day.

9. Working Arrangements

9.1 Hours of work

The ordinary hours of work shall be 38 hours per week which will generally be worked in 8.0 hour days between 0600 (6.00 am) and 1800 (6:00pm) hours, Monday to Friday. The ordinary hours of work may also be worked in other configurations as mutually agreed between the employees concerned and Spotless Services subject to work patterns meeting the Company's operational requirements and the needs of the business.

Where there is a need to vary the pattern of working the ordinary hours of work, the Company and the work team shall consult on the variation. Failing agreement, the Company shall give that work team and/or individual employees concerned two day's (48 hours) notice of the variation.

By agreement between the parties, hours may be varied either way by one hour.

9.1.1 Extensive Hours of Work

The Parties recognise that long working days on a regular basis may not be conducive to a safe, healthy and productive work environment. Where hours on any day worked exceed twelve consecutive hours they shall be subject to:

Working within the Occupational Health and Safety Guidelines of the ACTU Code of Conduct regarding twelve (12) hour shifts

Proper health monitoring procedures being adopted

Suitable roster arrangements

Effective support from management

9.1.2 Daylight Saving

When daylight saving comes into effect or is discontinued, employees shall be paid by the time of the clock at the commencement and conclusion of their shifts. Night shift employees who are at work when the clocks are altered will either work one hour longer for no additional pay or one hour less for no reduction in pay.

9.2 Shift Work

"Shift Work" means shift work scheduled for five consecutive workdays or more, Monday to Friday inclusive.

The Company through consultation with work teams can direct employees to work shift work as required, and the employees shall work the shift work as directed. The time of commencing and finishing shifts once having been determined may be varied by agreement between the Company and the majority of employees concerned to suit the business or, in the absence of agreement, by 48 hours notice of alteration given by the Company to the employees.

Where shifts fall partly on separate days, the day that has the major portion of the shift shall be recognised. Where shifts fall partly on a holiday, the shift that has the major portion falling on the public holiday shall be regarded as the holiday shift.

9.2.1 Afternoon Shift

"Afternoon" Shift means any eight (8) hour shift finishing after 6.00pm and at or before midnight. Employees working on afternoon shift shall be paid a loading of 13% calculated on the employee's base rate of pay for ordinary hours only.

9.2.2 Night Shift

"Night Shift" means any eight (8) hour shift finishing subsequent to midnight and or before 8.00am. Employees working on night shift shall be paid a loading of 26% calculated on the employee's base rate of pay for ordinary hours only.

Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.

9.2.3 Rostered Shift

A "Rostered Shift" means a shift of which the employee concerned has had at least 48 hours notice, or has otherwise agreed to work.

9.2.4 Shift Rosters

Shift. Rosters Shall Specify the Commencing and Finishing Times of Ordinary Hours of the Respective Shifts. Where Shifts Are Broken Penalties Shall be Applied as Per Overtime Entitlements.

9.2.5 7 Day Continuous Shift

Employees may be rostered to work as 7 day Continuous Shift Workers. The conditions of such rostering shall be:

1. Ordinary Hours May Not Exceed 8 in Any Consecutive 24;
2. The pay rate will be the ordinary rate of \$18.67(from 12107/06 \$19.51) per hour for all ordinary hours worked Monday to Friday.
3. For hours worked outside the ordinary hours span, penalty rates shall apply;
4. Five (5) weeks annual leave will accrue to compensate the employees for their 7 day Continuous Shift status.

9.3 Rostered Break Between Shifts

When overtime is worked it shall, where ever reasonably practicable, be so arranged that an employee has a: least ten consecutive hours off duty between the work of successive days. An employee (other than casual employees) who works so much overtime between the completion of the ordinary hours worked on any day and the commencement of ordinary hours on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime and not required to recommence work until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time rostered during such absences.

If on instructions by the Company, an employee resumes or continues to work without having had ten (10) consecutive hours off duty, the employee shall be paid at double time until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary hours during such absences.

9.4 Overtime

Work performed outside of ordinary hours shall be deemed to be overtime and paid (excluding shift work) as follows:

Monday to Friday - time and a half for the first two hours and double time thereafter

Saturday-time and a half for the first two hours and double time thereafter. Any hours worked after 12 noon on -Saturday will be paid at double time.

Sunday - at double time.

Public Holidays - at double time and a half.

The penalties mentioned above shall be applied to the base hourly rates as defined in Clause 9.

Where an employee is required to and actually works overtime without prior notification from the employer then that employee is entitled to and will be paid a meal allowance of \$9.40 for the first 2 hours of such overtime work being performed and for each subsequent 4 hours of overtime performed a further meal allowance of \$9.40 will be paid. Meal Allowance from 12107/05 \$9.82

9.4.1 Shift Workers - Payment for Saturday, Sunday; Public Holidays and Overtime

A shift employee working on a Saturday, Sunday, public holiday or on overtime will be paid as follows:

Saturday work - time and a half

Sunday work - double time

Public Holiday work - double time and a half

Overtime worked other than Sundays or public holidays - time and a half for first two hours and double time thereafter

9.5 Rostered Days Off (RDO)

The ordinary hours of work shall be rostered to provide employees with one Rostered Day Off per month (four week cycle).

The RDO's shall be taken as mutually agreed between the employee and the Area Manager to suit the need of the business. If agreement cannot be reached employees may be directed to use any day/s accumulated RDO, provided 24 hours notice is given to the employee the previous day.

RDO's may be accrued to a maximum of ten days unless previously agreed with the Area Manager.

Where an RDO falls on a Public Holiday the next working day shall be taken as the RDO or may be taken as mutually agreed between the employee and the Company.

9.6 Call Back

Where an employee is recalled to work after leaving the workplace the following shall apply:

- (a) the Employee Shall be Paid for a Minimum of Four Hours at the Rate of Time and Half for the First Two Hours and Double Time Thereafter (Or Double-Time for the Full Period for Continuous Shift Workers). (Weekend Call Out Will be Paid at the Overtime Rate): There Are Number of Conditions which Apply to This Provision:

If the employee is recalled on more than one occasion between the termination of their ordinary work on one day and commencement of their ordinary hours on the next ordinary working day; the employee shall be entitled to the four hours minimum overtime payment. However, in such circumstances it is only the time which is actually worked during previous call or calls which is to be taken into account when determining the rate for subsequent calls.

The employee will not be required to work the full four hours if the job in question is completed within a shorter period.

Overtime worked in this clause is not to be regarded as overtime for the purpose of 10.3, rest periods after overtime, when the actual time worked is less than three hours on the call back or each call back.

9.7 Stand By

Where an employee is requested by the Company to regularly hold himself/herself in readiness to work after ordinary hours, the employee is to be paid standing by time at the employee's rate of pay for the time he/she is standing by.

Where an employee is called in to work without prior notification of having to stand by in readiness to work after ordinary hours; a stand by payment shall not be made. Payment shall be as per Clause 9.6 (Call Back).

10. Meal Breaks

- 10.1 A 30 minute unpaid meal break shall be taken at a time convenient to the operations and the business, as near as practicable to the middle of the day or shift, respectively. Employees shall be entitled to a paid ten minute morning break each weekday.
- 10.2 Employees shall be paid at overtime rates for all time worked in excess of five hours without commencing an uninterrupted meal break or crib break.
- 10.3 Employees required to work more than a 10-hour shift shall be entitled to a 20 minute crib break and to a further crib break in respect of each completed four hours of overtime after the initial eight hours (exclusive of the crib break), if they are to continue work after such four hours. Employees shall be paid \$8.00 (meal allowance) to purchase each meal. A meal allowance shall be paid after ten hours.
- 10.4 Employees required to work overtime not continuous with ordinary hours shall be entitled to a crib break in respect of each completed four hours of overtime (exclusive of crib break) if they are to continue after such four hours.
- 10.5 Employees who agree not to take a crib break to which they are entitled but continue to work instead, shall be paid equivalent to the period of crib time in addition to the time worked.
- 10.6 The crib break referred to herein may be taken in relays so as not to have a significant impact on operations and so long as they do not exceed 20 minutes in duration and shall be paid at ordinary time rates.

11. Annual Leave and Loading

The provisions of the NSW *Annual Leave Act* 1944 shall apply. A loading of 20% shall apply to all leave given and taken.

12. Public Holidays

The following days shall be prescribed public holidays for the purposes of this Award where days are gazetted by the NSW Government as substitution or in addition to the following days those days shall apply.

New Years Day

Australia Day

Good Friday

Easter Saturday

Easter Monday

Anzac Day

Queens Birthday

Labour Day

Steelworks Picnic Day (as notified) Christmas Day

Boxing Day

13. Long Service Leave

The provisions of the NSW *Long Service Leave Act* 1955 shall apply.

14. Personal Leave

14.1 Amount of Paid Personal Leave

14.1.1 Paid personal leave is available to an employee when they are absent:

due to personal illness or injury (sick leave)

for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carers leave)

for bereavement on the death of an immediate family or household member (bereavement leave).

14.1.2 The paid Personal Leave entitlement for employees covered by this award shall be:

1. For employees with less than 12 months service - 56 hours per annum.
2. For employees with more than 12 months service - 90 hours per annum.

14.1.3 Employees may access their Personal Leave entitlement by:

1. Providing the company with no less than 24 hours notice of any intention to take Personal Leave. In such a case the company must give its approval before Personal Leave may be accessed, or
2. In the case of genuine sick leave emergencies where prior notice cannot be given the employee must provide a Medical Certificate. In such a case the employee must inform the company prior to commencement of shift as to the absence, or
3. In the case of bereavement, the employee must provide the company with evidence of the bereavement.

14.1.4 Where Personal Leave is sought, the company and the employee will discuss and agree on the most appropriate block of time and the pattern in which it is to be taken.

14.1.5 Annual Leave and Long Service Leave will accumulate and be taken in accordance with State Legislation:

15. Parental Leave

Provisions of the NSW *Industrial Relations Act* 1996 will apply.

16. Jury Service

An employee required to attend for jury service during ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount paid in respect of ordinary time the employee would have worked had the employee not been on jury service.

17. Continuity Agreement

Employees will carry out such duties as are necessary to provide such continuous operations.

Parties to this Award will not be disadvantaged by the continuity of operations. Issues and disputes will be processed through the issue Resolution Process.

18. Union Membership and Elected Delegates

18.1 Spotless Services shall support the union parties to this Agreement by way of providing union membership information and providing for payroll deductions of union dues as authorised by employees.

18.2 Accredited Union Delegate

An employee appointed Union Delegate/s (Shop Steward) shall, upon official notification to Spotless Services, be recognised as the accredited representative of the Union to which they belong. An accredited Union Delegate shall be allowed necessary time during working hours to interview a representative of Spotless Services on matters affecting employees they represent:

19. Trade Union Training

Union Delegate (Shop Steward) nominated by their Union to attend a union sponsored training course will be granted up to five days leave (per annum) of absence without loss of earnings provided that:

Spotless Services receives at least two weeks notice of the nomination from the Union setting out times, dates, content and venue for the course.

The employee concerned can be released from duty by Spotless Services for the period of the course, without affecting normal operations.

Further Leave may be granted subject to agreement between the Parties and provided further that this annual entitlement will not be extended by the introduction of additional or replacement stewards. The accredited delegate -will be entitled to paid leave to attend Industrial Relations Commission hearings.

20. Clothing and Personal Protective Equipment

20.1 It is a requirement that employees wear authorised Spotless Services issued clothing/uniform, and appropriate personal protective equipment including steel capped boots. Where particular requirements apply to particular areas the company will supply free of charge the appropriate PPE to comply with those requirements.

20.2 On engagement full time employees shall be issued with one pair of safety boots, four shirts, four trousers and one jacket

20.3 After the issue on engagement, clothing will be replaced on a fair wear and tear basis as determined by the relevant Team Leader.

20.4 One winter jacket will be provided on engagement to employees. Where possible the jacket will be manufactured in Australia and will be replaced every two (2) years or on a fair wear and tear basis whichever is the earlier.

20.5 It is a condition of employment that clothing/uniforms provided by the Company to employees be worn at all times during working hours.

20.6 Records of type of clothing issued to employees will be recorded by the Company.

21. Superannuation

21.1 Spotless Services shall contribute the statutory employer superannuation contribution to STA or an approved superannuation fund that complies with the Superannuation Guarantee Charge Act and Regulations on behalf of each eligible employee as defined in the regulations on a monthly basis.

21.2 The level of contributions will be in accordance with the levels prescribed by the act and varied from time to time.

21.3 Employees may voluntarily elect to contribute a proportion of their wages to their nominated superannuation fund. To do so an employee is required to notify Spotless Services in writing and Spotless Services will deduct the authorised amount from the employee's pay and remit it to their superannuation fund.

22. Notice Boards

Spotless Services shall provide notice boards of reasonable dimensions to be located in prominent positions at the site upon which accredited Union Representatives shall be permitted to post formal union notices signed or countersigned by the representative posting them.

Any notice posted on a board not so signed or countersigned may be removed by an accredited representative or Spotless Services.

23. Right of Entry

Any duly accredited representative of the union shall have the right to enter in accordance with the NSW *Industrial Relations Act 1996*.

24. Employee Entitlements

The parties will work together in a cooperative manner to establish a jointly managed mechanism to ensure the protection of employee entitlements.

25. Abandonment of Employment

An employee absent from work for a continuous period of three working days without Company approval, and without notification to the Company, that employee shall be deemed to have abandoned their employment.

If after a period of two weeks from the last day of absence, the employee has not established a satisfactory reason for their absence and non-notification, the employee shall have their employment terminated.

26. Service Fee

The parties will monitor the development of case law in relation to a service fee for non-union employees. The unions reserve the right to introduce this provision pending clarification from the High Court.

27. Blood Donors

The Company will promote blood donations to its employees. The Company shall also pursue ways employees may actually donate blood with minimal disruption to the Business.

28. Anti Discrimination and Harassment

The parties to this Award will not tolerate discrimination and harassment in the workplace, seeking to achieve the objective in section 3 (f) of the *Industrial Relations Act 1996* and other relevant Anti Discrimination Legislation.

This includes eliminating discrimination on the ground of:

Race

Sex

Marital status

Disability

Homosexuality

Transgender identity

Age

29. Duress

This Award has not been entered under duress by any of the Parties to the Award.

30. Transmission of Business

Where transmission of business occurs and affects employees covered by this Award, the Parties shall by an exchange of letter/s enter into correspondence that clearly outlines the benefits and entitlements due to employees, and how such entitlements shall be managed. Matters to be covered may include such items as annual leave, personal leave, superannuation, sick leave and redundancy. The parties agree that any internal restructuring within the Spotless Group which results in employees being employed by a different legal entity than Spotless Services Australia Limited will not be regarded as a transmission of business and will not entitle employees to any redundancy or termination benefit.

P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (PSYCHOLOGISTS) AWARDINDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

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

(Nos. IRC 5707 and 6742 of 2005)

Before The Honourable Justice Boland
Mr Deputy President Sams
Commissioner McLeay

9 October 2006

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

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classifications
4.	Appointments and Progression
5.	Salaries
6.	Transitional Arrangements
7.	Conditions of Employment
8.	Allowances
9.	Grievance and Dispute Settling Procedures
10.	Anti Discrimination
11.	No Extra Claims
12.	Area, Incidence and Duration

PART B

Table 1 - Salary Rates
Table 2 - Allowances
Table 3 - Commencing Salary and Progression
Table 4 - Special Transitional Arrangements

2. Definitions

"APS" means the Australian Psychological Society.

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

"Department" means a department of the Public Service specified in Column 1 of Schedule 1 of the *Public Sector Employment and Management Act 2002* or NSW Police by whom the employee is directly engaged.

"Department Head" means a Department Head specified in Column 2 of Schedule 1 of the *Public Sector Employment and Management Act 2002* or the Commissioner of Police.

"Employee" means a person employed in accordance with the *Public Sector Employment and Management Act 2002* by a Department or by NSW Police pursuant to the *Police Act 1990* (excluding a police officer as defined in the *Police Act 1990*) in one of the classifications listed in clause 3 of this Award.

"PRB" means the NSW Psychologists Registration Board

"Director of Public Employment" means the employer for industrial purposes under the *Public Sector Employment and Management Act 2002*.

3. Classifications

PSYCHOLOGIST

A Psychologist shall have the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Must possess a degree requiring the equivalent of 4 years full time study in psychology from a PRB recognised tertiary institution and either be fully registered as a Psychologist or be provisionally registered as an Intern Psychologist with the PRB

Fulfil registration requirements within relevant timeframes in order to obtain full registration with the PRB (Intern Psychologists only)

TASK

Provide a competent psychological service through assessment, counselling and therapeutic interventions appropriate to the employment context.

JUDGEMENT AND PROBLEM-SOLVING

Provides generalist psychological assessment, counselling and therapeutic interventions

Increasingly complex problems as allocated and monitored by the designated manager and/or in consultation with the professional supervisor.

SUPERVISION AND INDEPENDENCE

Works under the professional supervision of the designated manager and/or the professional supervisor.

May work as part of a team of psychologists and/or as a member of a multidisciplinary team

Psychologists trained and accredited by the PRB as a supervisor with a minimum of 3 years post registration experience may be reasonably required by the Department to supervise an Intern Psychologist who is in the process of gaining full registration with the PRB.

ORGANISATIONAL RELATIONSHIPS AND IMPACT

May assist in the formulation of management and case plans

Liaison with relevant internal and external stakeholders

SENIOR PSYCHOLOGIST

In addition to performing the work of a Psychologist, a Senior Psychologist shall have the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Full registration as a psychologist in NSW with the PRB
Highly developed expertise in a relevant area of psychology (e.g. assessment/treatment/ programming / behaviour management)

TASK

Provides more complex assessment, case formulation and intervention by exercising independent professional judgement

Management of complex cases

Superior assessment; treatment; programming; behaviour management; therapeutic program development; and/or research skills, which result in the development of more effective interventions

May provide consultation, training and supervision within an area of specific expertise to other psychologists

May conduct and set psychological research and evaluation projects for the Department as required.

JUDGEMENT AND PROBLEM-SOLVING

Exercises independent psychological judgement

Is recognised for sound professional judgement

Exercises initiative in the development of sound work practices or professional standards

Contributes to the development, evaluation of and quality improvement of psychological assessment / treatment / intervention programs across the Department

SUPERVISION AND INDEPENDENCE

May provide supervision

Able to work independently

May work in or lead a multidisciplinary team.

Seeks advice from the designated manager and/or the professional supervisor in appropriate circumstances.

Senior Psychologists trained and accredited by the PRB as a supervisor with a minimum of three years post registration experience may be reasonably required by the Department to supervise an Intern Psychologist who is in the process of gaining full registration with the PRB.

ORGANISATIONAL RELATIONSHIPS AND IMPACT

May assist with formulation of policy

Provides sophisticated consultation to other psychologists and other Department staff

Provides advice / input for the development, evaluation of and quality improvement of psychological assessment / treatment / intervention programs when required.

Forges productive organisational links with other service providers.

SPECIALIST PSYCHOLOGIST

In addition to performing the work of a Psychologist, a Specialist Psychologist shall have the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Full registration as a psychologist in NSW with the PRB.

Must possess a post-graduate degree at the masters level or higher in a specialist area deemed relevant by the employing Department including, but not limited to, Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, and Forensic Psychology. The post graduate degree must include components of professional training and supervised experience and must be of at least 2 years full time duration or its equivalent; or

Education, training and experience deemed by the Department to be equivalent (for example as signified by membership of a relevant APS College such as Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, Forensic Psychology).

Broad, expert relevant specialist knowledge.

TASK

Adapts psychological literature for new programs, therapies or research.

Conducts and evaluates psychological interventions at a high standard.

May conduct psychological research and evaluation projects for the Department as required.

JUDGEMENT AND PROBLEM-SOLVING

Exercises independent clinical judgement.

High level diagnostic ability in relation to psychological disorders.

High level clinical judgements according to scientific literature.

SUPERVISION AND INDEPENDENCE

Works under the supervision of the designated manager and/or the professional supervisor.

Knows area of expertise and will consult others on a needs basis.

Able to work independently.

May work in or lead a multidisciplinary team.

A Specialist Psychologist trained and accredited by the PRB as a supervisor with a minimum of three years post registration experience may be reasonably required by the Department to supervise an Intern Psychologist who is in the process of gaining full registration with the PRB.

ORGANISATIONAL RELATIONSHIPS AND IMPACT

Consultant to psychologists and peer consultancy within relevant area of expertise.

May assist with formulation of policy

SENIOR SPECIALIST PSYCHOLOGIST

In addition to performing the work of a Specialist Psychologist, a Senior Specialist Psychologist shall have the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Full registration as a psychologist in NSW with the PRB.

Must possess a post-graduate degree at the masters level or higher in a specialist area deemed relevant by the employing Department including, but not limited to, Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, and Forensic Psychology. The post graduate degree must include components of professional training and supervised experience and must be of at least 2 years full time duration or its equivalent; or

Education, training and experience deemed by the Department to be equivalent (for example as signified by membership of a relevant APS College such as Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, Forensic Psychology).

Extensive experience as a Specialist Psychologist or other relevant work experience deemed equivalent by the Department Head.

TASK

Is required to manage more difficult or unusual cases.

High level of clinical expertise and responsibilities.

May conduct and set psychological research and evaluation projects for the Department as required.

JUDGEMENT AND PROBLEM-SOLVING

Resolves complex clinical problems.

May provide advice and input for service planning e.g., at sector or area level.

Resolves issues likely to have wide impact on the profession and organisation within area of expertise.

SUPERVISION AND INDEPENDENCE

May provide supervision.

May work in or lead a multidisciplinary team.

Major contributions to the quality management and evaluation of psychological services within area of expertise.

A Senior Specialist Psychologist trained and accredited by the PRB as a supervisor with a minimum of three years post registration experience may be reasonably required by the Department to supervise an Intern Psychologist who is in the process of gaining full registration with the PRB.

ORGANISATIONAL RELATIONSHIPS AND IMPACT

Higher level consultancy role within the Department and with external agencies

CHIEF PSYCHOLOGIST

A Chief Psychologist shall have the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Full registration as a psychologist in NSW.

Must possess a post-graduate degree at the masters level or higher in a specialist area deemed relevant by the employing Department including, but not limited to, Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, and Forensic Psychology. The post graduate degree must include components of professional training and supervised experience and must be of at least 2 years full time duration or its equivalent: The Department Head may approve other appropriate degrees or experience for entry to this classification.

High-level expertise of a specific relevant area within the profession.

Substantial experience in professional supervision and/or management in the relevant area.

Superior skills in coordinating a comprehensive program or services.

TASK

Develops appropriate policy in a specific area.

May conduct and set research and evaluation projects for the Department as required.

Provides high level consultation to the Department within specific professional areas,

Devises and manages training programs of professional relevance to psychologists

JUDGEMENT AND PROBLEM-SOLVING

Provide a psychological service in the most complex cases.

Applies policy and procedures independently in decision-making.

Exercises independent and expert judgement in making recommendations on implementation of policy and allocation of resources.

SUPERVISION AND INDEPENDENCE

May work in or lead a multi-disciplinary team.

May manage the implementation of state-wide psychological and behavioural programs delivered by multi-disciplinary teams.

May professionally supervise a team of skilled psychologists.

Provides leadership and professional supervision to all psychologists within designated area of responsibility.

Works with a high level of independence.

ORGANISATIONAL RELATIONSHIPS AND IMPACT

Consultancy, negotiation with other organisations on service provision/case management at a regional or area level.

Provides professional psychological advice to management.

Manages a larger multi-disciplinary team or several teams of psychologists.

High level liaison with relevant internal and external stakeholders.

PRINCIPAL PSYCHOLOGIST

A Principal Psychologist shall have all of the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Full registration as a psychologist in NSW.

Must possess a post-graduate degree at the masters level or higher in a specialist area deemed relevant by the employing Department including, but not limited to, Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, Forensic Psychology. The post graduate degree must include components of professional training and supervised experience and must be of at least 2 years full time duration or its equivalent: The Department Head may approve other appropriate degrees or experience for entry to this classification.

Substantial relevant clinical, supervisory and management skills.

Understands relevance of their discipline to the role of the Department.

Superior knowledge of research relevant to the service.

Possess significant expertise in the delivery and management of psychological services.

TASK

May conduct and set psychological research and evaluation projects for the Department as required.

Ensures the delivery and quality of psychological services provided throughout the Department.

Reviews programs and services across the Department.

High level policy advice on deployment of services and professional resources.

Provides strategic advice informed by up-to-date knowledge in the relevant area.

Oversees maintenance of professional standards in psychological practice.

JUDGEMENT AND PROBLEM-SOLVING

Strategic planning, negotiation with other organisations and Departments at a statewide level.

Authoritative advice to the organisation on psychological matters.

Significant strategic, policy or service delivery input at an organisational level.

SUPERVISION AND INDEPENDENCE

Provides leadership to all psychologists in the Department.

Works with a high level of independence.

Provides professional supervision of the Chief Psychologists and/or other senior classifications as deemed appropriate.

Ensures a high quality of professional supervision within the Department

ORGANISATIONAL RELATIONSHIPS AND IMPACT

Represent the Department to external bodies, as required, in relation to psychological matters.

Provide high level advice to senior management of the Department and other key clients.

Has significant policy or service delivery influence at an organisational level.

High level liaison with relevant internal and external stakeholders.

4. Appointment and Progression

Appointment to the Chief or Principal Psychologist classification is subject to the occurrence of a vacancy in the relevant classification. Appointment to Senior Psychologist, Specialist Psychologist or Senior Specialist Psychologist is subject either to the occurrence of a vacancy in the relevant classification or to the following reclassification process:

- 4.1 An applicant for reclassification as a Senior Psychologist, Specialist Psychologist or Senior Specialist Psychologist is required to submit a written application detailing how he or she meets the characteristics for the higher classification as specified in Clause 3 of this Award. The application must include a supporting reference from his or her professional supervisor.
- 4.2 The Classification Committee tests the application by peer professional review, against the relevant classification characteristics by way of formal interview.
- 4.3 The Classification Committee consists of:
 - (a) The departmental Principal or a departmental Chief Psychologist (or equivalent).
 - (b) A Human Resources Manager (or equivalent) as designated by the Department, and
 - (c) A Principal or Chief Psychologist or equivalent from another Department (to ensure equity of standards and process).
- 4.4 The Classification Committee makes a recommendation to the Department Head on whether or not to approve the reclassification.
- 4.5 An applicant for reclassification to the position of Senior Psychologist shall have completed a minimum of one year at the 9th year of service point on the salary scale for a Psychologist.
- 4.6 An applicant for reclassification to the position of Senior Specialist Psychologist shall have completed a minimum of one year at the 5th year of service on the salary scale for Specialist Psychologist (or a previously equivalent classification).
- 4.7 An applicant for reclassification to the position of Specialist Psychologist shall have completed a minimum of one year at the 9th year of service of the Psychologists salary scale or the 3rd year of service of the Senior Psychologists salary scale unless the applicant has obtained a relevant Master's degree or higher.
- 4.8 Any application for reclassification to the position of Specialist Psychologist by an applicant who does not possess a Masters Degree must be made prior to 30 June 2008.
- 4.9 An applicant can only make one application for reclassification to the same classification within a twelve month period.

5. Salaries

- 5.1 The annual salaries payable to employees covered by this Award are as set out in Table 1 - Salaries, of Part B of this Award.

- 5.2 The salary rates and allowance set at the date of commencement of this Award will increase in accordance with the Crown Employees (Public Sector - Salaries 2004) Award and any variation or replacement award.
- 5.3 Existing employees at the date of commencement of this Award will be transferred to the classification and salary step in the new classification in accordance with the transitional arrangements in clause 6.
- 5.4 Commencing salary and progression for psychologists are set out in Table 3 - Commencing Salary and Progression - Psychologists, of Part B of this Award.

6. Transitional Arrangements

- 6.1 Existing employees will be transferred at the date of making this Award to the appropriate classification contained within this Award as described in the following table:

Previous classification	New Classification
Psychologist	Psychologist
Clinical Psychologist	Specialist Psychologist
Neuropsychologist - DCS	Specialist Psychologist
Senior Psychologist - DCS (Year 1 and Year 2)	Senior Specialist Psychologist (Year 1)
Senior Psychologist - DCS (Year 3)	Senior Specialist Psychologist (Year 2)
Specialist Services Coordinator -DJJ	Senior Specialist Psychologist (Year 1)
Senior Clinical Psychologist	Senior Specialist Psychologist (Year 1)
Senior Program Co-ordinator - DADHC	Senior Specialist Psychologist (Year 1)
Deputy Principal Psychologist (DOCs)	Chief Psychologist
Chief Psychologist - DCS	Chief Psychologist
Assistant Director, Psychological and Specialist Services (DJJ)	Chief Psychologist
Principal Psychologist (DOCs)	Principal Psychologist
Head Psychologist - DCS	Principal Psychologist
Director, Psychological and Specialist Services (DJJ)	Principal Psychologist

- 6.2 Employees transferring to the new classifications of Psychologist or Specialist Psychologist in accordance with clause 6.1 above shall move to the incremental step within the new classification corresponding to the incremental step in his or her previous classification. Where the employee has been on an incremental step in his or her previous classification which is higher (in number of years) than the highest incremental step in the new classification, the employee will transfer to the highest incremental step in the new classification.
- 6.3 Employees transferring to the new classification of Senior Specialist Psychologist in accordance with clause 6.1 above shall move to the incremental step listed in the table above.
- 6.4 Where there is an increase in salary the date of transfer to the new incremental step will become the new annual increment date.
- 6.5 In addition to clauses 6.1 - 6.4 above, the special transitional arrangements set out in Table 4 to this Award shall apply.
- 6.6 At the time of the commencement of this Award, no existing employee covered by this Award will suffer a reduction in their rate of pay or any loss or diminution of their Award conditions of employment as a consequence of the making of this Award whilst they continue to occupy the position they transitioned to.

7. Conditions of Employment

7.1 General Conditions

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

7.2 Professional Supervision

Intern Psychologists shall be provided with professional supervision in accordance with PRB guidelines as amended from time to time.

All psychologists' classifications shall be provided with professional supervision to maintain competence in their area of practice through ongoing supervision in accordance with PRB guidelines.

7.3 Materials of Work

Appropriate rooms will be provided for conducting clinical interviews and/or assessments with clients/offenders to ensure psychologists are able to meet requirements, subject to occupational health and safety obligations, of auditory privacy and client confidentiality. In addition the employer will provide ready access to appropriate test materials, including a set of relevant current psychometric instruments.

7.4 Professional Development

Psychologists shall have appropriate and equitable access to professional training, education and conference attendance relevant to both the employer and employee in order that they may maintain competence through ongoing professional development in accordance with PRB guidelines. The Department shall not unreasonably refuse requests by psychologists to attend relevant training, education and conferences. Attendance at approved training, education and conferences shall be in accordance with the Staff Training and Development Clause of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006* as amended from time to time.

8. Allowances

8.1 Employees shall be paid the allowance specified in clause 8.2 in accordance with the rate set out in Table 2, Allowances, of Part B, Monetary Rates, of this Award. The allowance will increase in accordance with the *Crown Employees (Public Sector - Salaries 2004) Award* and any variation or replacement award.

8.2 Environmental Allowance

Psychologists who have substantial regular and direct contact with offenders/clients in correctional centres operated by the Department of Corrective Services and Juvenile Justice Centres operated by the Department of Juvenile Justice shall be paid the environmental allowance specified in Item 1 of Table 2, Allowances of Part B, Monetary rates. The allowance shall be paid under the following conditions:

- (a) the work location is totally within a Correctional or Juvenile Justice Centre to attract full payment;
- (b) there must be regular, direct and substantial contact with offenders/clients;
- (c) the allowance can be paid on a pro-rata basis if the contact is not on a full time basis, i.e. 2 - 3 days attracts 50 per cent, 4 - 5 days attracts 100 per cent; and

- (d) offender/client contact is generally in a "supervisory" capacity i.e. contact is for professional purposes.

9. Grievance and Dispute Settling Procedures

- 9.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- 9.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 9.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 9.4 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 9.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- 9.6 The Department Head may refer the matter to the Director of Public Employment for consideration.
- 9.7 If the matter remains unresolved, the Department Head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 9.8 An employee, at any stage, may request to be represented by the Association.
- 9.9 The Association or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 9.10 The employee, Association, Department and the Director of Public Employment shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 9.11 Whilst the procedures outlined in subclauses 9.1 to 9.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public

10. Anti Discrimination

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

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

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

Notes -

- (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."

11. No Extra Claims

The pay increases under this Award are provided on the basis that there shall be no changes to salaries, rates of pay, conditions, classification structure or allowances during the term of this Award subject to clause 5.2 above.

12. Area, Incidence and Duration

- 12.1 This Award shall apply to employees as defined in clause 2 of this Award and replaces the following instruments insofar as they apply to those employees:
- a. Guidance Officer, Department of Industrial Relations; Research Officers, Division of Vocational Guidance Services, Department of Industrial Relations, Department of Corrective Services, Department of Family and Community Services, Department of Health NSW; Research Officers (Non-Legally Qualified) Law Reform Commission, Department of Attorney General; Psychologists, Department of Health NSW, Department of Corrective Services, Department of Family and Community Services; Research Anthropologists, Department of Health NSW; Rehabilitation Counsellor Workers Compensation Commission Agreement No. 2405 of 1982 and Amending Agreement No. 2520 of 1989
 - b. Psychologists - Department of Corrective Services PEO Determinations effective 12 March 1998 and 25 August 2000
 - c. Clinical Neuropsychologist - Department of Corrective Services; Determination No.937 of 2004
 - d. Psychologist-in-Charge, Department of Ageing, Disability and Home Care Determination No. 933 of 2004

12.2 The Award shall take effect from the first full pay period commencing on or after 9 October 2006 and shall remain in force until 30 June 2008.

PART B

Table 1 - Salary Rates

Classification	Salary rate from first full pay period on or after 9/10/06 \$	Salary rate from first full pay period on or after 1/7/07 \$
Psychologist		
1st Year	46,812	48,684
2nd Year	49,344	51,318
3rd Year	51,873	53,948
4th Year	55,036	57,237
5th Year	58,199	60,527
6th Year	61,362	63,816
7th Year	64,526	67,107
8th Year	67,057	69,739
9th Year and thereafter	69,585	72,368
Senior Psychologist		
1st Year	73,382	76,317
2nd Year	76,545	79,607
3rd Year and thereafter	79,708	82,896
Specialist Psychologist		
1st Year	67,057	69,739
2nd Year	70,850	73,684
3rd Year	74,647	77,633
4th Year	78,442	81,580
5th Year and thereafter	82,237	85,526
Senior Specialist Psychologist		
1st Year	86,034	89,475
2nd Year	88,563	92,106
3rd Year and thereafter	91,094	94,738
Chief Psychologist		
1st Year and thereafter	95,500	99,320
Principal Psychologist		
1st Year and thereafter	103,746	107,896

Table 2 - Allowances

Item. No	Clause No.	Description	Amount from the first full pay period on or after 9/10/06 \$	Amount from the first full pay period on or after 1/7/07 \$
1	8.2	Environmental Allowance	\$2,143	\$2,229

Table 3 - Commencing Salary And Progression

Psychologists

Intern Psychologists shall commence at year 1 of the scale for Psychologist and may progress by way of annual increment to year 2, subject to satisfactory conduct and services. Progression to year 3 shall occur effective from the date of registration with the PRB. The date of registration will become the new annual increment date.

The Department Head may consider progression past year 2 up to year 3 only where there are extenuating circumstances which have prevented the Psychologist from achieving full registration within the standard 2 year period.

Provided that where a Psychologist has already met the criteria for full registration and is registered in accordance with the *Psychologists Act 2001*, he/she shall commence at Year 3 of the scale for Psychologist, unless the Department Head otherwise approves a higher commencing salary.

Except for an Intern Psychologist, progression to the next due increment occurs after 12 months service at a particular increment in accordance with clause 16, Increments, of Part 3, Conditions of Service of the Public Sector Employment and Management (General) Regulation 1996.

Senior Psychologists

A Senior Psychologist will commence at year 1 of the salary scale for Senior Psychologist unless the Department Head approves otherwise.

Psychologists promoted to this classification shall enter at the salary for the Senior Psychologist classification that is immediately above the salary previously applying to that person as Psychologist unless the Department Head approves otherwise.

Progression to the next due increment occurs after 12 months service at a particular increment in accordance with clause 16, Increments, of Part 3, Conditions of Service of the Public Sector Employment and Management (General) Regulation 1996.

Specialist Psychologists

A Specialist Psychologist will commence at year 1 of the salary scale for Specialist Psychologist unless the Department Head approves otherwise.

Psychologists promoted to this classification shall enter at the salary for the Specialist Psychologist classification that is immediately above the salary previously applying to that person as Psychologist or Senior Psychologist unless the Department Head approves otherwise.

Progression to the next due increment occurs after 12 months service at a particular increment in accordance with clause 16, Increments, of Part 3, Conditions of Service of the Public Sector Employment and Management (General) Regulation 1996.

Senior Specialist Psychologist

A Senior Specialist Psychologist will commence at year 1 of the salary scale for Senior Specialist Psychologist unless the Department Head approves otherwise.

Psychologists promoted to this classification shall enter at the salary for the Senior Specialist Psychologist classification that is immediately above the salary previously applying to that person as Psychologist, Senior Psychologist or Specialist Psychologist unless the Department Head approves otherwise.

Progression to the next due increment occurs after 12 months service at a particular increment in accordance with clause 16, Increments, of Part 3, Conditions of Service of the Public Sector Employment and Management (General) Regulation 1996.

Table 4 - Special Transitional Arrangements

1. Employees in the positions listed in the table below at the time of making this Award shall receive an increase of 5% as detailed with Column C.

Column A	Column B	Column C	Column D	Column E
Previous Classification	Previous salary	Salary after 5% increase	New Award Classification	New Award Salary
Department of Corrective Services				
Psychologist step 10	\$67,397	\$70,767	Psychologist year 9	\$69,585
Psychologist step 11	\$70,612	\$74,143	Psychologist year 9	\$69,585
Psychologist step 12	\$73,112	\$76,768	Psychologist year 9	\$69,585
Psychologist step 13	\$75,612	\$79,393	Psychologist year 9	\$69,585
Clinical Psychologist - Neuropsychologist step 6	\$79,142	\$83,099	Specialist Psychologist Year 5	\$82,237
Chief Psychologist Step 3	\$91,356	\$95,924	Chief Psychologist	\$95,500
Head Psychologist Step 3	\$101,504	\$106,579	Principal Psychologist	\$103,746
Department of Community Services Department of Ageing, Disability and Homecare and NSW Police				
Psychologist step 10	\$67,396	\$70,766	Psychologist year 9	\$69,585
Psychologist step 11	\$70,610	\$74,141	Psychologist year 9	\$69,585
Department of Juvenile Justice				
Psychologist step 10	\$67,397	\$70,767	Psychologist year 9	\$69,585
Psychologist step 11	\$70,610	\$74,141	Psychologist year 9	\$69,585
Director year 4	\$101,849	\$106,941	Principal Psychologist	\$103,746

2. 1 per cent of the 5 per cent increase is to be absorbed into each of the general increases to salary rates over the next 5 years or until the salary rate has aligned with the corresponding salary under this award for that classification, whichever is sooner.
3. For example, on 1 July 2007, employees shall receive a salary increase of a minimum of 3%, not 4% as specified in Table 1.
4. When an employee is promoted or reclassified to a new classification the employee shall move to the salary point for the new classification that is immediately above their salary rate (inclusive of the 5% increase), in accordance with Table 3. The 5% increase and its absorption will not apply to the new classification.
5. Employees on the previous classifications of Psychologist step 10, Psychologist step 11, Psychologist step 12 and Psychologist step 13 are not eligible for incremental progression while they remain employed in that classification.

R. P. BOLAND *J.*
P. J. SAMS *D.P.*
J. McLEAY, Commissioner.

TRANSPORT INDUSTRY - COURIER AND TAXI TRUCK CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5493 of 2004)

Before Commissioner Connor

19 December 2006

AWARD

1. Delete Schedules I, II and III, of the contract determination published 9 November 2001 (329 I.G. 248), and insert in lieu thereof the following:

SCHEDULE I

Contract Carriers - Courier and Taxi Truck Vehicles - Safety Net for Carriers - Clause 12

Class of Vehicle	Minimum Safety Net Payment (\$ per hour)	Exclusive Hire (\$/hr)
Bicycles	18.71	18.83
MOTOR CYCLES	23.26	23.40
Passenger Motor Vehicles		
Up to 750 kg	26.06	26.23
Up to 1500 kg	26.73	26.91
Motor cars, vans, utilities, trucks and other rigid vehicles at GVM of:		
Up to 1500kg	26.73	26.91
Over 1500kg and up to 3 tonne	28.07	28.25
Over 3 tonne and up to 4.5 tonne	32.08	32.29

SCHEDULE II

Probationary Contract Carriers - Safety Net - Clause 12(2)(b)(v)

Class of Vehicle	Rate (\$/hr)
Bicycles	17.78
Motor Cycles	22.09
All other vehicles up to and including 3 tonnes carrying capacity	24.99

SCHEDULE III**Optional Unit Rates as per Clause 12.1.2**

A. Unit Rates

Class of Contract of Carriage	Flag Fall	Per Additional Call	Excess Time (per 5 min)	Distance Rate (per km)
Unit Rate = \$0.27	Number of Units			
1. Standard Service			After 10 min	Min 2km
(a) Documents up to 2kg carried by				
Bicycle	13	13	5	1
Motorcycle		14	7	2
City of Sydney	14			
Other Suburbs	12			
(b) Other documents & small parcels		14	7	2
Up to 25kgs -				
City of Sydney	16			
Other Suburbs	14	14	7	2
Above 25kgs				
26 - 50kgs	20			
51 - 75kgs	24			
76 - 100kgs	28			
101 - 125kgs	32			
126 - 250kgs	36			
(c) Taxi Trucks (1)		14	7	2
251 - 500kgs	65			
501 - 1000kgs	70			
1001 - 1500kgs	80			
1501 - 2000kgs	90			
(d) Taxi Trucks (2)		14	7	3
2001 - 4000kgs	140			
4001 - 4500kgs	190			
2. Express / Priority / VIP			after 10 min	Min 2 km = 8 units
(a) Documents up to 2kg carried by				
bicycle	26	13	5	2
Motorcycle		14	7	4
Other suburbs	24			
(b) Other documents & small parcels				
Up to 25kgs				
City of Sydney	32	14	7	4
Other suburbs	28	14	7	4

Above 25kgs				
26-50kgs	34			
51-75kgs	38			
76-100kgs	42			
101-125kgs	46			
126-250kgs	50			

B. Dollar conversion of Schedule III

Optional Unit rates as per Clause 12.1.2

Class of Contract of Carriage	Flag Fall	Per Additional Call	Excess Time (per 5 min)	Distance Rate (per km)
Dollar Conversion				
1. Standard Service			After 10 min	Min 2km
(a) Documents up to 2kg carried by				
Bicycle	\$ 3.47	\$ 3.47	\$ 1.34	\$ 0.27
Motorcycle	-	\$ 3.74	\$ 1.87	\$ 0.53
City of Sydney	\$ 3.74	-	-	-
Other Suburbs	\$ 3.21	-	-	-
(b) Other documents & small parcels		\$ 3.74	\$ 1.87	\$ 0.53
Up to 25kgs -				
City of Sydney	\$ 4.28	-	-	-
Other Suburbs	\$ 3.74	\$ 3.74	\$ 1.87	\$ 0.53
Above 25kgs				
26 - 50kgs	\$ 5.35	-	-	-
51 - 75kgs	\$ 6.42	-	-	-
76 - 100kgs	\$ 7.48	-	-	-
101 - 125kgs	\$ 8.55	-	-	-
126 - 250kgs	\$ 9.62	-	-	-
(c) Taxi Trucks (1)	-	\$ 3.74	\$ 1.87	\$ 0.53
251 - 500kgs	\$ 17.37	-	-	-
501 - 1000kgs	\$ 18.71	-	-	-
1001 - 1500kgs	\$ 21.38	-	-	-
1501 - 2000kgs	\$ 24.06	-	-	-
(d) Taxi Trucks (2)	-	\$ 3.74	\$ 1.87	\$ 0.80
2001 - 4000kgs	\$37.42	-	-	-
4001 - 4500kgs	\$ 50.79	-	-	-
2. Express / Priority / VIP			after 10min	Min 2km = 8 units
(a) Documents up to 2kg carried by				
Bicycle	\$ 6.95	\$ 3.47	\$ 1.34	\$ 0.53
Motorcycle	-	\$ 3.74	\$ 1.87	\$ 1.07
Other suburbs	\$6.42	-	-	-
(b) Other documents & small parcels				
Up to 25kgs	-	-	-	-
City of Sydney	\$ 8.55	\$ 3.74	\$ 1.87	\$ 1.07
Other suburbs	\$ 7.48	\$ 3.74	\$ 1.87	\$ 1.07

Above 25kgs				
26-50kgs	\$ 9.09	-	-	-
51-75kgs	\$ 10.16	-	-	-
76-100kgs	\$ 11.23	-	-	-
101-125kgs	\$ 12.30	-	-	-
126-250kgs	\$ 13.37	-	-	-

C. HOURLY AND/OR RUN HIRE

1. Subject to subclause 4. hereunder where the contract carrier is performing work while on hourly hire or performing run work, the contract carrier shall be paid an hourly rate equal to the rate provided for in Schedule I for the equivalent class of vehicle. This rate shall be paid for all time between the commencement of work on hourly hire or whilst performing run work until the completion of such work, whether or not during that period the contract carrier is actually carrying goods on the vehicle (i.e. "continuous hire"). For the purposes of this clause, time shall be calculated to the next quarter of an hour.
 2. Whenever a contract carrier is performing work pursuant to subclause (a) of this clause, he/she shall be paid for at least one (1) hour's work, irrespective of whether this time was actually worked.
 3. Whenever a contract carrier performs work pursuant to subclause (i) of this clause any additional "ad hoc" work shall be paid at full Schedule II rates.
 4. Where a contract carrier is performing work on an exclusive hire basis, the carrier shall be paid in accordance with clause 15 of this determination.
2. This variation shall take effect on and from 1st March 2007.

P. J. CONNOR, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (SKILLED TRADES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3663 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert in numerical order in the Arrangement of the award published 13 August 2004 (345 I.G. 779) the following new clause number and subject matter:

13A School Based Apprentices

2. Insert after clause 13, Contract of Employment, the following new clause:

13A. School Based Apprentices

- (a) Definition

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

- (b) Wages

- (i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

- (ii) For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

- (iii) The wages paid for training time may be averaged over the school term or year.

- (iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

- (c) Progression through the Wage Structure

- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

- (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

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

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

(e) Conditions of Employment

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

3. This variation shall take effect on and from 1 January 2007.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (ROYAL BOTANIC GARDENS, BUILDING AND MECHANICAL TRADES STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3663 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert in numerical order in the Arrangement of the award published 12 April 2001 (323 I.G. 960) the following new clause number and subject matter:

7A. School Based Apprentices

2. Insert after clause 7 General Conditions of Employment, the following new clause:

7A. School Based Apprentices

- (a) Definition

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

- (b) Wages

- (i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

- (ii) For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

- (iii) The wages paid for training time may be averaged over the school term or year.

- (iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

- (c) Progression through the Wage Structure

- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

- (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

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

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

(e) Conditions of Employment

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

3. This variation shall take effect on and from 1 January 2007.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (DEPARTMENT OF COMMERCE) WAGES STAFF AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3663 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert after subclause 6 of Appendix 3 Apprentices, of the award published 13 January 2006 (356 I.G. 275) the following new subclause:

7. School Based Apprentices

(a) Definition

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

(b) Wages

(i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

(ii) For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

(iii) The wages paid for training time may be averaged over the school term or year.

(iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

(c) Progression through the Wage Structure

(i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

(ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

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

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

(e) Conditions of Employment

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

2. This variation shall take effect on and from 1 January 2007.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NATIONAL PARKS AND WILDLIFE SERVICE) FIELD OFFICERS AND SKILLED TRADES 2000 AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3663 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert in numerical order in clause 2 Arrangement, of the award published 1 October 2004 (346 I.G. 623), the following new clause number and subject matter:

16A. School Based Apprentices

2. Insert after clause 16, Temporary Employees, the following new clause:

16A. School Based Apprentices

- (a) Definition

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

- (b) Wages

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

- (c) Progression through the Wage Structure

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

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

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

(e) Conditions of Employment

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

3. This variation shall take effect on and from 1 January 2007.

F. L. WRIGHT J , *President*

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CROWN EMPLOYEES (ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES - WAGES STAFF) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3663 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert in numerical order in the Arrangement of the award published 3 March 2006 (357 I.G. 641) the following new clause number and subject matter:

4A. School Based Apprentices

2. Insert after clause 4 Terms of employment, the following new clause:

4A. School Based Apprentices

- (a) Definition

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

- (b) Wages

- (i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

- (ii) For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

- (iii) The wages paid for training time may be averaged over the school term or year.

- (iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

- (c) Progression through the Wage Structure

- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

- (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

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

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

(e) Conditions of Employment

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

3. This variation shall take effect on and from 1 January 2007.

F. L. WRIGHT J , *President*

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CROWN EMPLOYEES (OPERATIONAL STAFF - NSW AGRICULTURE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3663 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert in numerical order in the Arrangement of the award published 9 September 2005 (353 I.G. 647) the following new clause number and subject matter:

3A. School Based Apprentices

2. Insert after clause 3 Salaries, the following new clause:

3A. School Based Apprentices

- (a) Definition

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

- (b) Wages

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

- (c) Progression through the Wage Structure

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

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

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

(e) Conditions of Employment

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

3. This variation shall take effect on and from 1 January 2007.

F. L. WRIGHT J , *President*

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(1423)

SERIAL C5297

**CROWN EMPLOYEES (NEW SOUTH WALES DEPARTMENT OF
AGEING, DISABILITY AND HOME CARE) RESIDENTIAL CENTRE
SUPPORT SERVICES STAFF (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3663 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert in numerical order in the Arrangement of the award published 18 February 2005 (348 I.G. 605) the following new clause number and subject matter:

2A. School Based Apprentices

2. Insert after clause 2 Salaries the following new clause:

2A. School Based Apprentices

- (a) Definition

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

- (b) Wages

(i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

(ii) For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

(iii) The wages paid for training time may be averaged over the school term or year.

(iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

- (c) Progression through the Wage Structure

(i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

(ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

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

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

(e) Conditions of Employment

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

3. This variation shall take effect on and from 1 January 2007.

F. L. WRIGHT J , *President*

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**CROWN EMPLOYEES (NSW TAFE COMMISSION -
ADMINISTRATIVE AND SUPPORT STAFF CONDITIONS OF
EMPLOYMENT) AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3663 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 27 January 2006 (356 I.G. 896) the following new clause number and subject matter:

9A. School Based Apprentices

2. Insert after clause 9 Casual Employment , the following new clause:

9A. School Based Apprentices

- (a) Definition

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

- (b) Wages

(i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

(ii) For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

(iii) The wages paid for training time may be averaged over the school term or year.

(iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

- (c) Progression through the Wage Structure

(i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

(ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

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

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

(e) Conditions of Employment

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

3. This variation shall take effect on and from 1 January 2007.

F. L. WRIGHT J , *President*

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HEALTH EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3663 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert in alphabetical order in the Arrangement of the award published 3 March 2006 (357 I.G. 737) the following new clause number and subject matter:

2A. School Based Apprentices

2. Insert after clause 2 Salaries and Wages, the following new clause:

2A. School Based Apprentices

- (a) Definition

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

- (b) Wages

- (i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

- (ii) For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

- (iii) The wages paid for training time may be averaged over the school term or year.

- (iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

- (c) Progression through the Wage Structure

- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

- (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

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

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

(e) Conditions of Employment

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

3. This variation shall take effect on and from 1 January 2007.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' CONDITIONS OF EMPLOYMENT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3663 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert in alphabetical order in clause 1, Arrangement of the award published 24 February 2006 (357 I.G. 424) the following new clause number and subject matter:

6A. School Based Apprentices

2. Insert after clause 6, Permanent Part-Time and Part-Time Employees, the following new clause:

6A. School Based Apprentices

- (a) Definition

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

- (b) Wages

- (i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

- (ii) For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

- (iii) The wages paid for training time may be averaged over the school term or year.

- (iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

- (c) Progression through the Wage Structure

- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

- (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

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

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

(e) Conditions of Employment

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

3. This variation shall take effect on and from 1 January 2007.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

**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 Public Employment Office.

(No. IRC 3663 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

- 1, Insert in alphabetical order in clause 1 Index, of the award published 21 June 2002 (334 I.G. 557), the following new clause number and subject matter:

7A. School Based Apprentices

2. Insert after clause 7 Additional Wage Rates, the following new clause:

7A. School Based Apprentices

- (a) Definition

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

- (b) Wages

(i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

(ii) For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

(iii) The wages paid for training time may be averaged over the school term or year.

(iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

- (c) Progression through the Wage Structure

(i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

(ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

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

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

(e) Conditions of Employment

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

3. This variation shall take effect on and from 1 January 2007.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

**SKILLED TRADES STAFF - DEPARTMENT OF AGEING,
DISABILITY AND HOME CARE (STATE) AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3663 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 21 October 2005 (354 I.G. 538, the following new clause number and subject matter:

11A. School Based Apprentices

2. Insert after clause 11 Wages and Allowances, the following new clause:

11A. School Based Apprentices

- (a) Definition

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

- (b) Wages

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

- (c) Progression through the Wage Structure

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

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

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

(e) Conditions of Employment

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

3. This variation shall take effect on and from 1 January 2007.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3663 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert in numerical order in clause 2 Arrangement, of the award published 31 March 2006 (358 I.G. 645), the following new clause number and subject matter:

8A. School Based Apprentices

2. Insert after clause 8, Hours of Work the following new clause:

8A. School Based Apprentices

- (a) Definition

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

- (b) Wages

(i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

(ii) For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

(iii) The wages paid for training time may be averaged over the school term or year.

(iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

- (c) Progression through the Wage Structure

(i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

(ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

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

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

(e) Conditions of Employment

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

3. This variation shall take effect on and from 1 January 2007.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

SYDNEY CRICKET AND SPORTS GROUND TRUST (GROUND STAFF) ENTERPRISE AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3663 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert in numerical order in clause 1 Arrangement of the award published 25 January 2002 (330 I.G. 1209), the following new clause number and subject matter:

7A. School Based Apprentices

2. Insert after clause 7, Full-time, Part-time and Casual Employees the following new clause:

7A. School Based Apprentices

- (a) Definition

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

- (b) Wages

- (i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

- (ii) For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

- (iii) The wages paid for training time may be averaged over the school term or year.

- (iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

- (c) Progression through the Wage Structure

- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

- (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

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

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

(e) Conditions of Employment

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

3. This variation shall take effect on and from 1 January 2007.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

ZOOLOGICAL PARKS BOARD OF NEW SOUTH WALES WAGES EMPLOYEES' AWARD, 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3663 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert in numerical order in clause 2 Arrangement of the award published 28 April 2006 (358 I.G. 1092), the following new clause number and subject matter:

10A. School Based Apprentices

2. Insert after clause 10, Types of Employment the following new clause:

10A. School Based Apprentices

- (a) Definition

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

- (b) Wages

(i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

(ii) For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

(iii) The wages paid for training time may be averaged over the school term or year.

(iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

- (c) Progression through the Wage Structure

(i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

(ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

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

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

(e) Conditions of Employment

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

3. This variation shall take effect on and from 1 January 2007.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

**FORESTRY COMMISSION DIVISION TRADING AS FORESTS NSW
CROWN EMPLOYEES FIELDWORK AND OTHER STAFF AWARD
2005-2008**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3663 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert after subclause 13.13 of clause 13 Conditions of Employment, of the award published 14 July 2006 (360 I.G. 47) the following new subclause:

13.13 School Based Apprentices

(a) Definition

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

(b) Wages

(i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

(ii) For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

(iii) The wages paid for training time may be averaged over the school term or year.

(iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

(c) Progression through the Wage Structure

(i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

(ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

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

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

(e) Conditions of Employment

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

2. The variation shall take effect on and from 1 January 2007.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (GRAPHIC SERVICE OPERATORS - DEPARTMENT OF LANDS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3663 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert in numerical order in the Arrangement of the award published 20 May 2005 (351 I.G. 86) the following new clause number and subject matter:

5A. School Based Apprentices

2. Insert after clause 5 General Employment Conditions, the following new clause:

5A. School Based Apprentices

- (a) Definition

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

- (b) Wages

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

- (c) Progression through the Wage Structure

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

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

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

(e) Conditions of Employment

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

3. This variation shall take effect on and from 1 January 2007.

F. L. WRIGHT J , *President*

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(1405)

SERIAL C5308

CROWN EMPLOYEES (JENOLAN CAVES RESERVE TRUST) SALARIES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3663 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert in numerical order in clause 1 Arrangement, of the award published 25 February 2005 (348 I.G. 670) the following new clause number and subject matter:

14A. School Based Apprentices

2. Insert after clause 14 Casual Employment, the following new clause:

14A. School Based Apprentices

- (a) Definition

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

- (b) Wages

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

- (c) Progression through the Wage Structure

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

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

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

(e) Conditions of Employment

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

3. This variation shall take effect on and from 1 January 2007.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

SERIAL C5386

**STATE TRANSIT AUTHORITY OF NEW SOUTH WALES BUS
ENGINEERING MAINTENANCE AWARD 2001**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3663 of 2006)

Before The Honourable Justice Wright, President

21 December 2006

VARIATION

1. Insert after clause 11 Apprentices of the award published 6 March 2001 (Print PR901979) the following new clause 11A.

11A. School Based Apprentices

- (a) Definition

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

- (b) Wages

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

- (c) Progression through the Wage Structure

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

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

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

(e) Conditions of Employment

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

2. This variation shall take effect on and from 1 January 2007.

* An award made by the AIRC and converted to a State Award by s.19(3) of Sch. 4 of the *Public Sector Employment and Management Act 2002*.

F. L. WRIGHT J , *President*

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(4236)

SERIAL C5373

CROWN EMPLOYEES WAGES STAFF (RATES OF PAY) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office, employer organisation.

(No. IRC 3644 of 2006)

Before Commissioner Bishop

21 December 2006

VARIATION

1. Delete clause 7, Wage Sacrifice for Superannuation of the award published 31 March 2006 (358 I.G. 747) and insert in lieu thereof the following:

7. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) The entitlement to salary package in accordance with this clause is available to:
- (a) permanent full-time and part-time employees;
 - (b) temporary employees, subject to the Department or agency's convenience; and
 - (c) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause (vii).
- (ii) For the purposes of this clause:
- (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 5, Wages and Allowances, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- (iii) By mutual agreement with the Director of Public Employment (DPE), an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (a) a benefit or benefits selected from those approved by the DPE; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the DPE for the benefit provided to or in respect of the employee in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the DPE at the time of signing the Salary Packaging Agreement.

- (vii) Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- (viii) Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- (ix) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,

the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

- (x) Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause (ix) of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) Where the employee makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 5, Wages and Allowances, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) The DPE may vary the range and type of benefits available from time to time following discussion with the Unions NSW and unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (xiii) The DPE will determine from time to time the value of the benefits provided following discussion with the Unions NSW and unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

2. Delete Clause 8, Wage/Salary Packaging Arrangements, and renumber existing clauses and cross references accordingly.
3. Delete references to 'Public Employment Office', in the award and insert in lieu thereof the words "Director of Public Employment".
4. This variation shall take effect on and from 14 December 2006.

E. A. R. BISHOP, Commissioner.

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**CROWN EMPLOYEES (SENIOR ASSISTANT SUPERINTENDENTS
AND ASSISTANT SUPERINTENDENTS, DEPARTMENT OF
CORRECTIVE SERVICES) AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3645 of 2006)

Before Commissioner Bishop

21 December 2006

VARIATION

1. Delete subclause 11.4 of clause 11, Annualised Salary Package and Allowance, of the award published 10 March 2006 (357 I.G. 1068) and insert in lieu thereof the following:
 - 11.4 Salary Packaging, including Salary Sacrifice: An employee may elect, subject to the agreement of the Department, to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2004) Award or any variation or replacement Award.
2. Delete subclause 11.5 of clause 11, Annualised Salary Package and Allowance.
3. This variation shall take effect on and from 14 December 2006.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (INDEPENDENT PRICING AND REGULATORY TRIBUNAL 2006) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3653 of 2006)

Before Commissioner Bishop

21 December 2006

VARIATION

1. Delete Clause 11, Salary Sacrifice and Packaging, of the award published of the award published 28 July 2006 (360 I.G. 264) and insert in lieu thereof the following:

11. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) The entitlement to salary package in accordance with this clause is available to:
- (a) permanent full-time and part-time employees;
 - (b) temporary employees, subject to the Tribunal's convenience; and
 - (c) casual employees, subject to the Tribunal's convenience, and limited to salary sacrifice to superannuation in accordance with subclause (vii).
- (ii) For the purposes of this clause:
- (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 7, Salaries, Part B, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- (iii) By mutual agreement with the Chief Executive Officer, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (a) a benefit or benefits selected from those approved by the Chief Executive Officer; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Chief Executive Officer for the benefit provided to or in respect of the employee in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Chief Executive Officer at the time of signing the Salary Packaging Agreement.

- (vii) Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (b) where the Tribunal is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Tribunal's agreement, paid into another complying superannuation fund.
- (viii) Where the employee makes an election to salary sacrifice, the Tribunal shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- (ix) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,

the Tribunal must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

- (x) Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause (ix) of this clause, the Tribunal must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Tribunal may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) Where the employee makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 7, Salaries, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) The Chief Executive Officer may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (xiii) The Chief Executive Officer will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

2. This variation shall take effect on and from 14 December 2006.

E. A. R. BISHOP, Commissioner

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SYDNEY CATCHMENT AUTHORITY CONSOLIDATED AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3650 of 2006)

Before Commissioner Bishop

21 December 2006

VARIATION

1. Delete Clause 14, Salary Sacrifice to Superannuation, of the award published 20 January 2006 (356 I.G. 421) and insert in lieu thereof the following:

14. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 14.1 The entitlement to salary package in accordance with this clause is available to:

- (a) permanent full-time and part-time employees;
- (b) temporary employees, subject to the SCA's convenience; and
- (c) casual employees, subject to the SCA's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 14.12.

- 14.2 For the purposes of this clause:

- (a) "TRP" means the Total Remuneration Package, comprising cash salary and compulsory superannuation contribution.
- (b) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 10, Rates of Pay, Schedule 1 to this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- (c) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

- 14.3 By mutual agreement with the Chief Executive, an employee may arrange the annual Total Remuneration Package (TRP) so that it can include the following items:

- (a) Salary;
- (b) Superannuation;
- (c) Motor Vehicle leased through the employer (subject to subclause 14.10 below);
- (d) Transport (cost of annual ticket);
- (e) Aged care;
- (f) Mortgage repayments;

- (g) Rental payments;
 - (h) Health fund premiums;
 - (i) Laptops, e-organisers and briefcases; and
 - (j) Any other benefits as approved by the Chief Executive from time to time.
- 14.4 By mutual agreement with the Chief Executive, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (a) a benefit or benefits selected from those approved by the Chief Executive, as listed in subclause 14.3; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Chief Executive for the benefit provided to or in respect of the employee in accordance with such agreement.
- 14.5 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 14.6 The agreement shall be known as a Salary Packaging Agreement.
- 14.7 Except in accordance with subclause 14.12, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Chief Executive at the time of signing the Salary Packaging Agreement.
- 14.8 An employee may request the SCA in writing to reconfigure the annual Total Remuneration Package not more than four times in any one year.
- 14.9 FBT payable in respect of packaging any of the items listed in subclause 14.3 will be charged to the employee.
- 14.10 Unless otherwise approved by the employer, salary packaging of a vehicle arrangement must be cost neutral to the employer. To this end, a salary package may include the following components, each of which will be charged to the employee:
- (a) Annual lease rate;
 - (b) Fleet management fee;
 - (c) Risk insurance charge;
 - (d) Comprehensive insurance;
 - (e) CTP insurance;
 - (f) Maintenance costs;
 - (g) Registration;
 - (h) NRMA membership;
 - (i) Fuel; and
 - (j) FBT.

- 14.11 Obtaining independent taxation and financial advice in relation to packaging arrangements is the employee's responsibility and is encouraged to be obtained prior to entering into a Salary Packaging Agreement.
- 14.12 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under *the First State Superannuation Act 1992*; or
 - (b) where the SCA is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the SCA's agreement, paid into another complying superannuation fund.
- 14.13 Where the employee makes an election to salary sacrifice, the SCA shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 14.14 The amount of post compulsory deduction salary which an employee may elect to sacrifice to superannuation is limited to an amount which ensures that the aggregated amounts of employer contributions to accumulation funds (compulsory employer superannuation contributions and additional employer superannuation contributions) do not exceed the employee's maximum deductible aged based limit set by the Australian Tax Office as varied from time to time.
- 14.15 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,
- the SCA must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 14.16 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 14.15 of this clause, the SCA must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the SCA may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 14.17 Where the employee makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 10, Rates of Pay, or Schedule 1 to this Award if the Salary Packaging Agreement had not been entered into.

- 14.18 The Chief Executive may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 14.19 The Chief Executive will determine from time to time the value of the benefits provided following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.
2. Delete clause 54, Salary Packaging, and renumber the remaining clauses within the Award.
 3. This variation shall take effect on and from 14 December 2006.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NSW FIRE BRIGADES RETAINED FIREFIGHTING STAFF) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3649 of 2006)

Before Commissioner Bishop

21 December 2006

VARIATION

1. Delete the words in clause 4, Definitions, "'PEO" means the Public Employment Office", of the award published 15 July 2005 (352 I.G. 424) and insert in lieu thereof the following:

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

2. Delete Clause 29, Salary Sacrifice to Superannuation, and insert in lieu thereof the following:

29. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 29.1 The entitlement to salary package in accordance with this clause is available to permanent part-time employees.

- 29.2 For the purposes of this clause:

29.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 6, Rates of Pay and Allowances, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

29.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

- 29.3 By mutual agreement with the Commissioner, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:

29.3.1 a benefit or benefits selected from those approved by the DPE; and

29.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the DPE for the benefit provided to or in respect of the employee in accordance with such agreement.

- 29.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

- 29.5 The agreement shall be known as a Salary Packaging Agreement.

- 29.6 Except in accordance with subclause 29.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Commissioner at the time of signing the Salary Packaging Agreement.

- 29.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- 29.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - 29.7.2 where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - 29.7.3 subject to the Department's agreement, paid into another complying superannuation fund.
- 29.8 Where the employee makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 29.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 29.9.1 *Police Regulation (Superannuation) Act 1906*;
 - 29.9.2 *Superannuation Act 1916*;
 - 29.9.3 *State Authorities Superannuation Act 1987*; or
 - 29.9.4 *State Authorities Non-contributory Superannuation Act 1987*,
- the Department must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 29.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 29.9 of this clause, the Department must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 29.11 Where the employee makes an election to salary package:
- 29.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - 29.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 6, Rates of Pay and Allowances, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- 29.12 The DPE may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 29.13 The DPE will determine from time to time the value of the benefits provided following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

3. Delete clause 30, Wage/Salary Packaging Arrangements, and renumber the remaining clauses and cross references within the award.
4. Delete all other references to the "PEO", and insert in lieu thereof the words "DPE".
5. This variation shall take effect on and from 14 December 2006.

E. A. R. BISHOP, Commissioner

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(210)

SERIAL C5381

**CASINO CONTROL AUTHORITY - CASINO INSPECTORS
(TRANSFERRED FROM DEPARTMENT OF GAMING AND RACING)
AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3651 of 2006)

Before Commissioner Bishop

21 December 2006

VARIATION

1. Delete the words "'PEO" means the Public Employment Office", in clause 1, Definitions, of the award published 17 September 2004 (346 I.G. 430) and insert in lieu thereof the following:

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

2. Delete Clause 15, Salary Sacrifice to Superannuation, and insert in lieu thereof the following:

15. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (a) The entitlement to salary package in accordance with this clause is available to:
- (i) permanent full-time and part-time employees;
 - (ii) temporary employees, subject to the Authority's convenience; and
 - (iii) casual employees, subject to the Authority's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 15(g).
- (b) For the purposes of this clause:
- (i) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 2, Salaries, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (ii) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- (c) By mutual agreement with the Chief Executive, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (i) a benefit or benefits selected from those approved by the Chief Executive; and
 - (ii) an amount equal to the difference between the employee's salary, and the amount specified by the Chief Executive for the benefit provided to or in respect of the employee in accordance with such agreement.
- (d) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (e) The agreement shall be known as a Salary Packaging Agreement.

- (f) Except in accordance with subclause 15(g), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Chief Executive at the time of signing the Salary Packaging Agreement.
- (g) Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (b) where the Authority is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Authority's agreement, paid into another complying superannuation fund.
- (h) Where the employee makes an election to salary sacrifice, the Authority shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- (i) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (i) *Police Regulation (Superannuation) Act 1906*;
 - (ii) *Superannuation Act 1916*;
 - (iii) *State Authorities Superannuation Act 1987*; or
 - (iv) *State Authorities Non-contributory Superannuation Act 1987*,
- the Authority must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- (j) Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 15(i) of this clause, the Authority must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Authority may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (k) Where the employee makes an election to salary package:
- (i) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 2, Salaries, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- (l) The Chief Executive may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (m) The Chief Executive will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging

Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

3. Delete Clause 16, Salary Packaging Arrangements, and renumber the remaining clause and cross references within the Award.
4. Delete all other references to the "PEO", and insert in lieu thereof the words "DPE".
5. This variation shall take effect on and from 14 December 2006.

E. A. R. BISHOP, Commissioner

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GREYHOUND RACING AUTHORITY (NSW) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Greyhound Racing Authority.

(No. IRC 3652 of 2006)

Before Commissioner Bishop

21 December 2006

VARIATION

1. In clause 1, Definitions, delete the words "'PEO" means the Public Employment Office", of the award published 28 May 2004 (344 I.G. 702) and insert in lieu thereof the following:

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

2. Delete clause 26, Salary Sacrifice to Superannuation and insert in lieu thereof the following:

26. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Authority, to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2004) Award or any variation or replacement Award.

3. Delete clause 27, Salary Packaging Arrangements and renumber the remaining clauses and cross references within the Award.
4. Delete all other references to the "PEO", and insert in lieu thereof the words "DPE".
5. This variation shall take effect on and from 14 December 2006.

E. A. R. BISHOP, Commissioner

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GELATINE AND GLUE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 59 of 2007)

Before Commissioner Ritchie

31 January 2007

VARIATION

1. Delete subclause (g) of clause 2, Rates of Pay of the award published 22 February 2002 (331 I.G. 679), and insert in lieu thereof the following:
 - (f) 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 Part B, Monetary Rates and insert in lieu thereof the following:

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

Grade	Adhesive and Glue Stream as of 18 February 2006 \$	Adhesive and Glue Stream as of 18 February 2007 \$	Gelatine and By Product Stream as of 18 February 2006 \$	Gelatine and By Product Stream as of 18 February 2007 \$
6	611.90	631.90	624.40	644.40
5	591.10	611.10	586.90	606.90
4	568.20	588.20	568.20	588.20
3	539.00	559.00	543.20	563.20
2	518.20	538.20	534.80	554.80
1	508.50	528.50	514.00	534.00

Table 2 - Junior Rates

Age	Percentage
At 16 years of age and under	70
At 17 years of age	85
At 18 years of age	100

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount as of 18 February 2006 per week \$	Amount as of 18 February 2007 per week \$
1	4(a)(i.)	Leading hand up to 10 employees	21.40	22.25
2	4(a)(ii)	Leading hand over 10 employees	29.60	30.80
3	4(b)	Industry allowances - Gelatine and By Products Stream	16.30	16.95
4	4(c)	Boiler Attendants Allowance	10.20	10.60
5	9(d)	Meal Allowance - 1st meal	8.40	8.65
6	9(d)	Meal Allowance - 2nd and subsequent meal	8.40	8.65
7	18(c)	Laundry Allowance	6.70	6.90
8	32(c)	First Aid Allowance	9.95	10.35

3. The variation shall take effect from the first full pay period to commence on or after 18 February 2007.

D.W. RITCHIE, Commissioner

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MISCELLANEOUS WORKERS' KINDERGARTEN AND CHILD CARE CENTRES (STATE) TRAINING WAGE 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 3609 of 2006)

Before Commissioner Cambridge

29 January 2007

VARIATION

1. Delete subclause (d) of clause 8, Wages, of the award published 8 February 2002 (331 I.G. 86) and insert in lieu thereof the following:
 - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
 - (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

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

PART B

MONETARY RATES

Table 1 - Weekly Wage Rates - Industry/Skill Level B

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

Effective from the beginning of the first full pay period on or after 4 February 2007.

	Former Rate - Per week			SWC Adjustment 2005		
	Highest Year of Schooling Completed 2004			Highest Year of Schooling Completed 2005		
	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12
School Leaver	215.00	235.00	274.00	221.00	243.00	283.00
Plus 1 year out of school	235.00	274.00	315.00	243.00	283.00	325.00
Plus 2 years	274.00	315.00	370.00	283.00	325.00	382.00
Plus 3 years	315.00	370.00	421.00	325.00	382.00	435.00
Plus 4 years	370.00	421.00	421.00	382.00	435.00	435.00
Plus 5 years or more	421.00	421.00	421.00	435.00	435.00	435.00

The average proportion of time spent in structured training taken into account in setting the above rates is 20%.

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 4 February 2007.

I. W. CAMBRIDGE, Commissioner

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CROWN EMPLOYEES (ROYAL BOTANIC GARDENS, BUILDING AND MECHANICAL TRADES STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3646 of 2006)

Before Commissioner Bishop

21 December 2006

VARIATION

1. Delete clause 12, Salary Sacrifice to Superannuation, of the award published 12 April 2001 (323 I.G. 960) and insert in lieu thereof the following:

12. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 12.1 The entitlement to salary package in accordance with this clause is available to:
 - 12.1.1 permanent full-time and part-time employees;
 - 12.1.2 temporary employees, subject to Departmental convenience; and
 - 12.1.3 casual employees, subject to the Departmental convenience, and limited to salary sacrifice to superannuation in accordance with subclause 12.7.
- 12.2 For the purposes of this clause:
 - 12.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 6, Wage Rates, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - 12.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 12.3 By mutual agreement with the Director-General, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
 - 12.3.1 a benefit or benefits selected from those approved by the DPE; and
 - 12.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the DPE for the benefit provided to or in respect of the employee in accordance with such agreement.
- 12.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 12.5 The agreement shall be known as a Salary Packaging Agreement.
- 12.6 Except in accordance with subclause 12.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Director-General at the time of signing the Salary Packaging Agreement.

- 12.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- 12.7.1 paid into the superannuation fund established under the First State Superannuation Act 1992; or
 - 12.7.2 where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - 12.7.3 subject to the Department's agreement, paid into another complying superannuation fund.
- 12.8 Where the employee makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 12.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 12.9.1 *Police Regulation (Superannuation) Act 1906*;
 - 12.9.2 *Superannuation Act 1916*;
 - 12.9.3 *State Authorities Superannuation Act 1987*; or
 - 12.9.4 *State Authorities Non-contributory Superannuation Act 1987*, the Department must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 12.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 12.9 of this clause, the Department must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 12.11 Where the employee makes an election to salary package:
- 12.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - 12.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 6, Wage Rates, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- 12.12 The DPE may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 12.13 The DPE will determine from time to time the value of the benefits provided following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.
2. Delete the words "Public Employment Office" appearing in clause 2, Parties, and insert in lieu thereof the words "Director of Public Employment (DPE)".

3. In clause 3, Definitions, after the words "Award means this Award", insert the words:

Department means the Department of Environment and Conservation.

Director-General means the Director-General of the Department of Environment and Conservation.

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

4. This variation shall take effect on and from 14 December 2006.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NSW FIRE BRIGADES FIREFIGHTING STAFF) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3648 of 2006)

Before Commissioner Bishop

21 December 2006

VARIATION

1. In clause 4, Definitions, delete the words "'PEO" means the Public Employment Office", of the award published 8 July 2005 (352 I.G. 270) and insert in lieu thereof the following:

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

2. Delete Clause 39, Salary Sacrifice to Superannuation, and insert in lieu thereof the following:

39. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 39.1 The entitlement to salary package in accordance with this clause is available to permanent full-time employees.

- 39.2 For the purposes of this clause:

39.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 6, Rates of Pay and Allowances, Part D of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

39.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

- 39.3 By mutual agreement with the Commissioner, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:

39.3.1 a benefit or benefits selected from those approved by the DPE; and

39.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the DPE for the benefit provided to or in respect of the employee in accordance with such agreement.

- 39.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

- 39.5 The agreement shall be known as a Salary Packaging Agreement.

- 39.6 Except in accordance with subclause 39.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Commissioner at the time of signing the Salary Packaging Agreement.

- 39.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- 39.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - 39.7.2 where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - 39.7.3 subject to the Department's agreement, paid into another complying superannuation fund.
- 39.8 Where the employee makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 39.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 39.9.1 *Police Regulation (Superannuation) Act 1906*;
 - 39.9.2 *Superannuation Act 1916*;
 - 39.9.3 *State Authorities Superannuation Act 1987*; or
 - 39.9.4 *State Authorities Non-contributory Superannuation Act 1987*, the Department must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 39.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 39.9 of this clause, the Department must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 39.11 Where the employee makes an election to salary package:
- 39.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - 39.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 6, Rates of Pay and Allowances, or Part D of this Award if the Salary Packaging Agreement had not been entered into.
- 39.12 The DPE may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 39.13 The DPE will determine from time to time the value of the benefits provided following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.
3. Delete Clause 39A, Wage/Salary Packaging Arrangements.

4. Delete all other references to the "PEO", and insert in lieu thereof the words "DPE".
5. This variation shall take effect on and from 14 December 2006.

E. A. R. BISHOP, Commissioner

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CROWN EMPLOYEES (MEDICAL SPECIALISTS, VARIOUS AGENCIES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3647 of 2006)

Before Commissioner Bishop

21 December 2006

VARIATION

1. Delete clause 6, Salary Sacrifice for Superannuation, of the award published 23 September 2005 (354 I.G. 157) and insert in lieu thereof the following:

6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 6.1 The entitlement to salary package in accordance with this clause is available to:
 - (a) permanent full-time and part-time employees;
 - (b) temporary employees, subject to the Department or agency's convenience; and
 - (c) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 6.7.
- 6.2 For the purposes of this clause:
 - (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 5, Salaries and Progression, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 6.3 By mutual agreement with the Director of Public Employment (DPE), an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
 - (a) a benefit or benefits selected from those approved by the DPE; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the DPE for the benefit provided to or in respect of the employee in accordance with such agreement.
- 6.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 6.5 The agreement shall be known as a Salary Packaging Agreement.
- 6.6 Except in accordance with subclause 6.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the DPE at the time of signing the Salary Packaging Agreement.

- 6.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the First State Superannuation Act 1992; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- 6.8 Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 6.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,

the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

- 6.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 6.9 of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 6.11 Where the employee makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 5, Salaries and Progression, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- 6.12 The DPE may vary the range and type of benefits available from time to time following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 6.13 The DPE will determine from time to time the value of the benefits provided following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

2. Delete references to the "Public Employment Office" and the "PEO" in the award and insert in lieu thereof the words "Director of Public Employment" and the "DPE", respectively.
3. This variation shall take effect on and from 14 December 2006.

E. A. R. BISHOP, Commissioner

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(244)

SERIAL C5391

CROWN EMPLOYEES (HOME CARE SERVICE OF NEW SOUTH WALES - ADMINISTRATIVE STAFF) AWARD 2004

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 138 of 2006)

Before Commissioner Cambridge

1 February 2007

VARIATION

1. Delete the clause number and subject matter of clause 30. Short Leave in clause 1, Arrangement of the award published 6 May 2005 (350 I.G. 951) and insert in lieu thereof the following:

30. Family and Community Service Leave

2. Delete Step 3 of clause 6, Grievance/Dispute Settling Procedures, and insert in lieu thereof the following:

Step 3

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

3. Delete clause 11, Flexi-time, and insert in lieu thereof the following:

11. Flexi-Time

- (i) Application

The provisions contained in this clause apply to all permanent employees including those employed on a part-time basis.

- (ii) Bandwidth

- (a) The Bandwidth is 7.00 am to 7.00 pm, Monday to Friday, during which time normal work can be undertaken, based on the conditions contained in this clause.

- (b) Time worked outside the Bandwidth will attract overtime in accordance with clause 19, Overtime of this award.

- (c) Alteration to the Bandwidth shall be by agreement.

- (iii) Credit/Debit Hours

- (a) Credit/Debit Hours are identified as being the difference between the hours an employee has accumulated in a four weekly period and the ordinary hours of 140.

- (b) Hours in excess of 140 are credit hours, those less than 140 hours are debit hours.

- (iv) Coretime and Standard Time
- (a) Coretime is the period during the day within Standard Hours when all staff are required to be on duty, unless on authorised leave.
 - (b) Coretime shall be set by each Work Location.
 - (c) Coretime shall be of 6 hours duration, exclusive of a meal break.
 - (d) Standard time shall be the hours a Work Location is normally open and operating and shall be set by Central Office.
- (v) Lunch and Meal Breaks
- (a) Approval may be sought for a Work Location to have a flexible lunch period. The minimum lunch period shall be a half hour. Under normal circumstances the maximum lunch period shall be one hour.
 - (b) Lunch periods in excess of one hour shall be determined in consultation with the Authorising Officer, ensuring that such an extension does not prevent the proper functioning of the Section to which the employee is attached.
 - (c) An employee shall not be required to be on duty for more than 5 ordinary hours from the time of commencement without a break.
- (vi) Accumulation and Carry Over
- (a) An employee may accumulate credit or debit hours throughout a period, provided that at the end of the period the number of credit hours carried forward does not exceed 14 hours and any debit hours carried forward does not exceed 10 hours.
 - (b) Where an employee's accumulation of credit hours at the end of a period exceeds 14 hours the excess hours shall be forfeited.
 - (c) Authorising Officers shall make every effort to ensure that an employee does not consistently forfeit excess credit hours at the conclusion of periods as a result of requests for flexileave being refused.
 - (d) Where an employee's accumulation of debit hours at the end of a period exceeds 10 hours, the excess hours accumulated shall be taken as annual leave where available or leave without pay where no annual leave exists.
- (vii) Flexileave
- (a) An employee may take off in core time a maximum of one (2) full day or two (4) halfdays at any time during a period. A half-day is three and a half hours for full-time staff and half the normal hours worked for part-time staff.
 - (b) It is not necessary for an employee to have a credit balance when taking flexileave.
 - (c) Flexileave may be taken immediately before or after annual leave.
 - (d) Flexileave cannot be taken during any period of leave.
 - (e) Flexileave may not be taken at the end of a period of leave without pay.
 - (f) An employee must obtain the approval of the supervisor prior to proceeding on flexileave.

(viii) Disruption of transport

- (a) Notwithstanding any other provision contained in this clause, where an employee encounters a disruption to the mode of transport normally used in travelling from the employee's place of residence to place of employment and such disruption is caused by a transport strike or other extraordinary condition the following conditions shall apply:
- (1) The employee may commence duty at any time and where the disruption continues throughout the day, may cease duty at any time.
 - (2) An employee affected by such a disruption will not be debited annual leave if the employee commences duty after the beginning of coretime. Time worked on such days will accumulate in the normal way.
 - (3) The employee may elect to take off the full day as flexileave where the disruption is reasonably likely to continue throughout the day.
 - (4) Flexileave taken during such disruptions shall be recorded as over and above the normal flexileave to which the employee is entitled under this clause.
- (b) Flexileave taken under these conditions shall be at the discretion of the Authorising Officer, provided that all relevant circumstances are considered, including:
- (1) The delayed employee's usual time of arrival at the employee's place of employment.
 - (2) Where the disruption was foreseeable, the employee made reasonable attempts to arrive at the place of employment prior to the commencement of coretime.

(ix) Travelling on official business

- (a) Any travel on official business during the bandwidth on a working day shall be treated as time worked for the purposes of this clause and in accordance with all other provisions of this award.
- (b) Employees shall be compensated for travelling time outside the standard hours in accordance with clause 23, Excess Travel of this award.

(x) Transfer to other Work Locations

- (a) An employee transferred from one location to another shall carry credit or debit hours to the new location.
- (b) Work Locations shall ensure that details of a transferred employee's debit or credit hours are conveyed to the new Work Location at the time of transfer.
- (c) An employee relieving in another Work Location shall comply with the approved Bandwidth and Coretime applying in that office, branch or section.

(xi) Termination of Service

- (a) Where an employee gives notice of resignation or retirement the employee shall, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours.
- (b) Work Locations shall, as far as practicable, facilitate the elimination of accumulated credit or debit hours by such employees.
- (c) Where an employee has an accumulation of debit hours at the completion of the last day of service, the accumulated annual leave or moneys owing to that employee shall be adjusted accordingly.

- (d) An employee may receive compensation for accumulated credit hours to 14 hours outstanding on the last day of service:
- (1) Where an employee's services terminate without notice for reasons other than misconduct.
 - (2) Where an application for a period of flexileave which would have eliminated the accumulated credit hours was made pursuant to this clause during the period of notice or resignation and was refused.
 - (3) In such other circumstances as the Authorising Officer may approve.
- (xii) Variations
- The provisions of this clause shall not be altered without the consent of both parties. Provided that failure to reach mutual consent shall not prevent either party from seeking the assistance of the Industrial Relations Commission of NSW.
4. Delete subclauses (ii), (iii) and (iv) of clause 13, Deduction of Union Membership Fees, and insert in lieu thereof:
- (ii) The Association shall advise the employer of any change to the amount of membership fees made under its rules. Any variation to the schedule of Association membership fees payable shall be provided to the employer at least one month in advance of the variation taking place.
 - (iii) Subject to subclauses (i) and (ii) of this clause, the employer shall deduct Association membership fees from the salary of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the employer to make such deductions.
 - (iv) Moneys so deducted from employees' salary shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts.
5. Delete subclauses (ii) and (iii) of clause 14, Salaries, and insert in lieu thereof the following:
- (ii) Should there be a variation to the Crown Employees (Public Sector - Salaries 2004) Award, or an award replacing it by way of salary increase, this award shall be varied to give effect to any such salary increase, from the same operative date of the variation of that award, or replacement award, excluding trainees as provided by subclause (iv) of this clause.
 - (iii) Trainees appointed under the provisions of clause 36, Traineeships, will be appointed to an applicable rate of pay as outlined in the Crown Employees (Home Care Service of New South Wales - Administrative Staff - Training Wage) Award 2004 or an award replacing it.
6. Delete subclause (iv) of clause 19, Overtime, and insert in lieu thereof:
- (iv) An employee may be directed by the employer to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account.
 - (a) the employee's prior commitment outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
 - (b) any risk to employee health and safety;
 - (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;

- (d) the notice (if any) given by the employer regarding the working of the overtime, and by the employee of their intention to refuse overtime; or any other relevant matter.
7. Delete the second paragraph of clause 20, Meal Allowance, and insert in lieu thereof the following:
- Provided that the amount paid shall be equal to the overtime meal allowance as determined by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and as advised by the Public Employment Office.
8. Delete subclause (ii) of clause 22, Travel Allowance, and insert in lieu thereof the following:
- (ii) The allowance is to be increased at the relative percentage rate to increases as determined by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and as advised by the Public Employment Office.
9. Delete clause 28, Long Service Leave, and insert in lieu thereof the following:

28. Long Service Leave

- (i) Employees accrue long service leave in accordance with the provisions of the *Long Service Leave Act 1955*. Long service leave may be taken at full pay or half pay; or at double pay in accordance with subclause (iv) of this clause.
- (ii) Long Service Leave entitlement after 7 years service - staff with 7 years or more service will be entitled to take (or be paid out on resignation) long service leave in the usual manner. The quantum of leave available is that which would have applied if pro rata leave were granted. No repayment will be required if a staff member does not reach 10 years service.
- (iii) Long Service Leave entitlement after 5 years service but less than 7 years service - If the employer terminates employment for reasons other than serious and intentional misconduct, or, an employee leaves on account of illness, incapacity or domestic or other pressing necessity, the employee is entitled to 1 month's long service leave for 5 years service plus a pro-rata rate for service of between 6 and 7 years.
- (iv) Long Service Leave on Double Pay - An employee with an entitlement to long service leave may elect to take leave at double pay. The additional payment will be made as a taxable allowance payable for the period of the absence from work. The employee's 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 long service leave will accrue at the single time rate where an employee takes long service leave at double time. Superannuation contributions will only be made on the basis of the actual absence from work, ie at the single time rate, except for employees who are members of the First State Super Fund or similar accumulation superannuation fund who will have their superannuation contributions calculated on the double time rate. Where a staff member elects to take long service leave at double pay, in most cases a minimum period of absence of one week should be taken, ie one week leave utilising two weeks of accrued leave.
- (v) Public holidays that fall whilst an employee is on a period of long service leave will be paid and not debited from the employee's long service leave entitlement. In respect of public holidays that fall during a period of double pay long service leave an employee will not be debited in respect of the leave on a public holiday. The employee's leave balance will however be reduced by an additional day to fund the taxable allowance.
10. Insert after subclause (v) of clause 29, Sick Leave the following new subclause:
- (vi) If an employee who is absent on annual leave or long service leave, furnishes to the employer a satisfactory medical certificate in respect of an illness which occurred during the leave, the employer may, subject to the provisions of this clause, grant sick leave to the employee as follows:
- (a) in respect of annual leave, the period set out in the medical certificate;

- (b) in respect of long service leave, the period set out in the medical certificate if such period is 5 working days or more.

The provisions of this subclause do not apply to employees on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

- 11. Insert after clause 29, Sick Leave, of Part D, Leave Provisions, the following new clause:

30. Family and Community Service Leave

- (i) The employer shall grant to an employee (other than a casual employee) some, or all of their accrued family and community service leave on full pay, for reasons relating to family responsibilities, performance of community service or emergencies. Where possible, non-emergency appointments or duties should be scheduled or performed outside of normal working hours.
- (ii) Such cases may include but not be limited to the following:
 - (a) compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
 - (b) emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (c) emergency or weather conditions - such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from reporting for duty;
 - (d) attending to family responsibilities such as - citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
 - (e) attendance at court by an employee to answer a charge for a criminal offence, only if the employer considers the granting of family and community service leave to be appropriate in a particular case;
 - (f) attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State; and
 - (g) absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- (iii) The definition of "family" or "relative" in this clause is the same as that provided in subparagraph (1)(iii)(b) of clause 31, Personal/Carer's Leave.
- (iv) The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to an employee shall be the greater of the leave provided in accordance with paragraph (a) or paragraph (b) of this subclause:
 - (a) 2½ of the staff member's working days in the first year of service and, on completion of the first year's service, 5 of the staff member's working days in any period of 2 years; or
 - (b) After the completion of 2 years continuous service, the available family and community service leave is determined by allowing 1 day's leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the staff member.
- (v) Part-time employees will accrue family and community service leave on a pro rata basis.

- (vi) If available family and community service leave is exhausted as a result of natural disasters, the employer shall consider applications for additional family and community service leave, if some other emergency arises.
- (vii) If available family and community service leave is exhausted, on the death of a person defined in subparagraph (1)(iii)(b) of clause 31, Personal/Carer's Leave, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to an employee.
- (viii) In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with subparagraph (1)(iii)(b) of clause 31, Personal/Carer's Leave, shall be granted when paid family and community service leave has been exhausted.
- (ix) The employer may also grant employees other forms of leave such as accrued annual leave, time off in lieu, flex leave and so on for family and community service leave purposes.
12. Delete subclause (6) Bereavement Leave of clause 31, Personal/Carer's Leave, and renumber the following subclauses.
13. Delete paragraph (v) of subclause (1) Maternity Leave of clause 32, Parental Leave, and insert in lieu thereof:
- (v) An employee (other than a casual employee) shall be entitled to the first 14 weeks of maternity leave at the ordinary rate of pay, at full pay, half pay or as a lump sum. The balance of the remaining maternity leave shall be unpaid.
14. Delete the introductory paragraph and paragraphs (i) and (ii) of subclause (2) Adoption Leave of clause 32, Parental Leave, and insert in lieu thereof:
- (2) Adoption Leave
- Any employee, other than a casual employee, who has completed at least 40 weeks' continuous service with the employer prior to the commencement of adoption leave, shall be entitled to adoption leave under the following conditions:
- (i) up to 14 weeks' paid leave at the time of adoption at the ordinary rate of pay, at full pay, half pay or as a lump sum; and
- (ii) where the employee is the primary care-giver and, with the consent of the employer, a further 38 weeks of unpaid leave may be taken.
15. Delete subclause (3) Other Parent Leave of clause 32, and insert in lieu thereof the following:
- (3) Other Parental Leave
- An employee, other than a casual employee, who has completed at least 40 weeks' continuous service with the employer prior to the commencement of 'other parent' leave, shall be entitled to 'other parent' leave under the following conditions:
- (i) Up to one week's short 'other parent' leave at full pay or two weeks' leave at half pay at the time of birth or taking custody of a child in the case of adoption may be taken.
- (ii) Where the employee is the primary care-giver and with the consent of the employer, a further period not exceeding 12 months, less any short 'other parent' leave in paragraph (i) of this subclause, may be taken.
- (iii) The employee shall give 10 weeks' notice of their intention to take 'other parent' leave and provide satisfactory proof of the spouse's pregnancy or of the anticipated adoption.

- (iv) An employee returning to work from 'other parent' leave:
- (a) shall confirm in writing their intention of returning to work not less than 4 weeks before the 'other parent' leave expires;
- (b) is entitled to return to the position they held immediately before taking 'other parent' leave. Where the position no longer exists, but there are other positions for which the employee is qualified and capable of performing, they are entitled to a position comparable in status and pay to that of the former position.

16. Delete Table 1 - Salaries, and Table 2, Other Rates and Allowances, of Part G, Monetary Rates, and insert in lieu thereof:

PART G

MONETARY RATES

Table 1 - Salaries

Administrative Officer	1.7.03 Per annum \$	1.7.04 Per annum +4% \$	1.7.05 Per annum +4% \$	1.7.06 Per annum +4% \$
Grade 1 - Step 1	34,027	35,388	36,804	38,276
Step 2	35,209	36,617	38,082	39,605
Grade 2 - Step 1	35,827	37,260	38,750	40,300
Step 2	36,840	38,314	39,847	41,441
Grade 3 - Step 1	37,528	39,029	40,590	42,214
Step 2	38,627	40,172	41,779	43,450
Grade 4 - Step 1	39,292	40,864	42,499	44,199
Step 2	40,759	42,389	44,085	45,848
Grade 5 - Step 1	41,895	43,571	45,314	47,127
Step 2	43,449	45,187	46,994	48,874
Grade 6 - Step 1	44,265	46,036	47,877	49,792
Step 2	46,029	47,870	49,785	51,776
Grade 7 - Step 1	47,023	48,904	50,860	52,894
Step 2	48,824	50,777	52,808	54,920
Grade 8 - Step 1	49,869	51,864	53,939	56,097
Step 2	51,731	53,800	55,952	58,190
Grade 9 - Step 1	52,827	54,940	57,138	59,424
Step 2	54,332	56,505	58,765	61,116
Grade 10 - Step 1	55,415	57,632	59,937	62,334
Step 2	57,057	59,339	61,713	64,182
Grade 11 - Step 1	58,170	60,497	62,917	65,434
Step 2	59,979	62,378	64,873	67,468

Grade 12 - Step 1	60,573	62,996	65,516	68,137
Step 2	63,041	65,563	68,186	70,913
Grade 13 - Step 1	64,374	66,949	69,627	72,412
Step 2	67,040	69,722	72,511	75,411
Grade 14 - Step 1	68,338	71,072	73,915	76,872
Step 2	70,302	73,114	76,039	79,081
Grade 15 - Step 1	71,723	74,592	77,576	80,679
Step 2	73,871	76,826	79,899	83,095
Grade 16 - Step 1	75,319	78,332	81,465	84,724
Step 2	77,531	80,632	83,857	87,211
Grade 17 - Step 1	79,069	82,232	85,521	88,942
Step 2	81,610	84,874	88,269	91,800
Grade 18 - Step 1	82,312	85,604	89,028	92,589
Step 2	84,856	88,250	91,780	95,451
Grade 19 - Step 1	86,723	90,192	93,800	97,552
Step 2	90,543	94,165	97,932	101,849

Table 2 - Other Rates and Allowances

Item. No	Clause No.	Brief Description	Amount \$
1	21	Travel Allowance - use of own vehicle	66.5 cents per km
2	24	Sustenance Allowance - Capital City (Sydney)	252.30 per day
3	24	Sustenance Allowance - Tier 1 Country Centre Newcastle Wollongong	195.80 per day 198.30 per day
4	24	Sustenance Allowance - Tier 2 Country Centre Maitland Mudgee Orange Port Macquarie Wagga Wagga	176.05 per day 176.05 per day 176.05 per day 176.05 per day 176.05 per day
5	24	Sustenance Allowance - Tier 3 Other Country Centres	165.05 per day

17. This variation takes effect from the first full pay period commencing on or after 1 February 2007.

I. W. CAMBRIDGE, Commissioner.

ELECTRICAL, ELECTRONIC AND COMMUNICATIONS CONTRACTING INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Electrical Contractors' Association of New South Wales, Industrial Organisation of Employers.

(No. IRC 42 of 2007)

Before The Honourable Justice Staunton

18 January 2007

VARIATION

1. Insert in numerical order in clause 1 Arrangement, of the award published 17 March 2006 (358 I.G. 1) the following new clause number and subject matter:

39. School Based Apprentices

2. Insert after clause 38, Training the following new clause:

39. School Based Apprentices

39.1 Objective

The objective of this clause is to assist in the establishment of a system of school based apprenticeship as part of the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

39.2 Wages

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

39.3 Conversion from a school based to a full time apprenticeship

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

39.4 Conditions of Employment

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

39.5 Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

39.6 Leave Reserved

In relation to matter IRC No. 42 of 2007 leave is reserved to have the matter re-listed urgently if any variation to the Vocational Training Order applying to a school based apprentice covered by this award occurs that is not with the consent of the parties to this award.

3. This variation shall take effect on and from 18 January 2007.

P.J. STAUNTON *J*

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ELECTRICIANS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Electrical Contractors' Association of New South Wales, Industrial Organisation of Employers.

(No. IRC 43 of 2007)

Before The Honourable Justice Staunton

18 January 2007

VARIATION

1. Insert in numerical order in the Arrangement of the award published 29 June 2001(325 I.G. 808), the following new clause number and subject matter:

39. School Based Apprentices

2. Insert after clause 38, Deduction of Union Membership Fees the following new clause:

39. School Based Apprentices

39.1 Objective

The objective of this clause is to assist in the establishment of a system of school based apprenticeship as part of the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the Apprenticeship and Traineeship Act 2001.

39.2 Wages

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

39.3 Conversion from a school based to a full time apprenticeship

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

39.4 Conditions of Employment

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

39.5 Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

39.6 Leave Reserved

In relation to matter IRC No. 43 of 2007 leave is reserved to have the matter re-listed urgently if any variation to the Vocational Training Order applying to a school based apprentice covered by this award occurs that is not with the consent of the parties to this award.

3. This variation shall take effect on and from 18 January 2007.

P.J. STAUNTON *J*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (PUBLIC SECTOR - SALARIES 2004) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3643 of 2006)

Before Commissioner Bishop

21 December 2006

VARIATION

1. Delete clause 2, Definitions, of the award published 23 September 2005 (354 I.G. 1) and insert in lieu thereof the following:

2. Definitions

In this Award:

- (i) "2002 Award" means the Crown Employees (Public Sector - Salaries January 2002) Award made by the Industrial Relations Commission of New South Wales and published on 7 June 2002 (334 I.G. 1).
- (ii) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (iii) "DPE" means the Director of Public Employment, as established under the *Public Sector Employment and Management Act 2002*.
- (iv) "Employee" means and includes any person appointed to or performing the duties of any of the positions covered by the Awards, Agreements and Determinations listed in Schedule A to this Award.

2. Delete clauses 5 Salary Packaging Arrangements, and insert in lieu hereof the following:

5. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) The entitlement to salary package in accordance with this clause is available to:
 - (a) permanent full-time and part-time employees;
 - (b) temporary employees, subject to the Department or agency's convenience; and
 - (c) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause (vii).
- (ii) For the purposes of this clause:
 - (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 3, Salaries, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

- (iii) By mutual agreement with the Director of Public Employment (DPE), an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (a) a benefit or benefits selected from those approved by the DPE; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the DPE for the benefit provided to or in respect of the employee in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the DPE at the time of signing the Salary Packaging Agreement.
- (vii) Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- (viii) Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- (ix) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,
- the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- (x) Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause (ix) of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) Where the employee makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and

- (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 3, Salaries, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) The DPE may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (xiii) The DPE will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.
3. Delete clause 6, Salary Sacrifice to Superannuation, and renumber the remaining clauses and cross references within the Award.
4. Delete all other references to the "Public Employment Office" and "PEO", and insert in lieu thereof the words "Director of Public Employment" and "DPE", respectively.
5. This variation shall take effect on and from 14 December 2006.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (SENIOR OFFICERS SALARIES 2004) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3643 of 2006)

Before Commissioner Bishop

21 December 2006

VARIATION

1. Delete the last paragraph in clause 2, Definitions, of the award published (11 March 2005 349 I.G. 103) and insert in lieu thereof the following:

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

2. Delete Clause 4, Salary Packaging Arrangements, and insert in lieu thereof the following:

4. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Department or agency, to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2004) Award or any variation or replacement Award.

3. Delete Clause 5, Salary Sacrifice to Superannuation, and renumber the remaining clauses and cross references within the Award.
4. Delete all other references to the "PEO", and insert in lieu thereof the word "DPE".
5. This variation shall take effect on and from 14 December 2006.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (GENERAL STAFF SALARIES) AWARD 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3643 of 2006)

Before Commissioner Bishop

21 December 2006

VARIATION

1. Delete subclause (iv) of clause 2, Definitions, of the award published 19 March 2004 (343 I.G. 736) and insert in lieu thereof the following:
 - (iv) "DPE" means the Director of Public Employment, as established under the *Public Sector Employment and Management Act 2002*.
2. Delete Clauses 8, Salary Sacrifice to Superannuation, and insert in lieu thereof following:

8. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Department or agency, to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2004) Award or any variation or replacement Award.

3. Delete clause 9, Wage/Salary Packaging Arrangements, and renumber the remaining clauses and cross references within the Award.
4. Delete all other references to the "PEO", and insert in lieu thereof the word "DPE".
5. This variation shall take effect on and from 14 December 2006.

E. A. R. BISHOP, Commissioner

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CROWN EMPLOYEES (DEPARTMENT OF COMMERCE) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3643 of 2006)

Before Commissioner Bishop

21 December 2006

VARIATION

1. Delete clause 22, Provision of Salary Packaging, of the award published 6 May 2005 (350 I.G. 866) and insert in lieu thereof the following:

22. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Department, to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2004) Award or any variation or replacement Award.

2. Delete all references to the 'Public Employment Office' and the 'PEO', and insert in lieu thereof the words 'Director of Public Employment' and 'DPE', respectively.
3. This variation shall take effect on and from 14 December 2006.

E. A. R. BISHOP, Commissioner

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CROWN EMPLOYEES (KINGSFORD SMITH AIRPORT TRAVEL CENTRE) AWARD 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3643 of 2006)

Before Commissioner Bishop

21 December 2006

VARIATION

1. Delete subclauses 4.1 and 4.5 of clause 4, Definitions, of the award published 23 April 2004 (344 I.G. 123) and insert in lieu thereof the following:
 - 4.1 DPE means the Director of Public Employment, as established under the *Public Sector Employment and Management Act 2002*.
 - 4.5 Director General means the Director General of the Department of State and Regional Development and General Manager of Tourism New South Wales.
2. Delete Clause 15, Salary Packaging Arrangements, and insert in lieu thereof the following:

15. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Department Head, to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2004) Award or any variation or replacement Award.

3. Delete clause 16, Salary Sacrifice to Superannuation and renumber the remaining clauses and cross references within the Award.
4. Delete all other references to the "Public Employment Office" and "PEO", and insert in lieu thereof the words "Director of Public Employment" and "DPE", respectively.
5. This variation shall take effect on and from 14 December 2006.

E. A. R. BISHOP, Commissioner

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**CROWN EMPLOYEES (NSW FISHERIES SALARIES AND
CONDITIONS OF EMPLOYMENT) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3643 of 2006)

Before Commissioner Bishop

21 December 2006

VARIATION

1. Delete the second and third paragraph in clause 3, Definitions, of the award published 13 August 2004 (345 I.G. 758) and insert in lieu thereof the following:

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

"Director-General" means the Director-General of the Department of Primary Industries."

2. Delete clause 10, Remuneration Packaging, and insert in lieu thereof the following:

10. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Department, to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2004) Award or any variation or replacement Award.

3. Delete all other references to the "Public Employment Office", and insert in lieu thereof the words "Director of Public Employment."
4. This variation shall take effect on and from 14 December 2006.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

**FORESTRY COMMISSION OF NEW SOUTH WALES (TRADING AS
STATE FORESTS OF NSW) SENIOR STAFF AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3643 of 2006)

Before Commissioner Bishop

21 December 2006

VARIATION

1. In clause 2, Definitions, insert after the words "'Association" of the award published 21 September 2001 (327 I.G. 1122) shall mean the Public Service Association of New South Wales" the following:

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

2. Delete Clause 4, Salary Packaging Arrangements, and insert in lieu thereof the following:

4. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Department Head, to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2004) Award or any variation or replacement Award.

3. Delete all references to the "PEO", and insert in lieu thereof the words "DPE."
4. This variation shall take effect on and from 14 December 2006.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (RURAL FIRE SERVICE SALARIES AND CONDITIONS OF EMPLOYMENT 2003) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3643 of 2006)

Before Commissioner Bishop

21 December 2006

VARIATION

1. Delete the words in clause 38, Definitions, "'Public Employment Office" or "PEO" means the Public Employment Office established under the Act", of the award published 25 June 2004 (345 I.G. 5) and insert in lieu thereof the following:

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

2. Delete Clause 92, Remuneration: Salary Sacrifice - General, and insert in lieu thereof the following:

92. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Rural Fire Service, to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2004) Award or any variation or replacement Award.

3. Delete Clause 93, Remuneration: Salary Sacrifice to Superannuation, and renumber the remaining clauses and cross references within the Award.
4. Delete all other references to the "Public Employment Office" and "PEO", and insert in lieu thereof the words "Director of Public Employment" and "DPE", respectively.
5. This variations shall take effect on and from 14 December 2006.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (TECHNICAL OFFICERS - TREASURY) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3643 of 2006)

Before Commissioner Bishop

21 December 2006

VARIATION

1. Delete the words in clause 2, Definitions, of the award published 14 September 2001 (327 I.G. 910) ""Public Employment Office" or "PEO" means the Public Employment Office established under Division 2A of the *Public Sector Employment and Management Act 2002*", and insert in lieu thereof the following:

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

2. Delete Clause 4, Salary Packaging Arrangements, and insert in lieu thereof the following:

4. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of Treasury, to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2004) Award or any variation or replacement Award.

3. Delete Clause 4A, Salary Sacrifice to Superannuation.
4. Delete all other references to the 'PEO', and insert in lieu thereof the word 'DPE'.
5. This variation shall take effect on and from 14 December 2006.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (WORKCOVER AUTHORITY - INSPECTORS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3643 of 2006)

Before Commissioner Bishop

21 December 2006

VARIATION

1. Delete the words in clause 2, Definitions, of the award published 21 May 2004 (344 I.G. 523) ("WorkCover" means the Chief Executive Officer, WorkCover Authority of NSW, authorised by the Director General, Premier's Department under section 124 of the *Public Sector Employment and Management Act 2002* to exercise the functions of the Public Employment Office pursuant to section 129 of that Act with respect to this award," and insert in lieu thereof the following:

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

2. Delete Clause 20, Salary Sacrifice to Superannuation, and insert in lieu thereof the following:

20. Salary Packaging Arrangements, including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Department or agency, to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2004) Award or any variation or replacement Award.

3. Delete Clause 21, Salary Packaging Arrangements, and renumber the remaining clause and cross references within the Award.
4. Delete all other references to the "Public Employment Office", and insert in lieu thereof the words "Director of Public Employment".
5. This variation shall take effect on and from 14 December 2006.

E. A. R. BISHOP, Commissioner

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(677)

SERIAL C5333

TRANSPORT INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3597 of 2006)

Before Commissioner Connor

20 December 2006

VARIATION

1. Delete clause 2A, Commitment, of the award published 20 April 2000 (315 I.G.192), and insert in lieu thereof the following:

2A. Commitment

The wage increases arising under this award may be offset against any existing over award payments. The Union will not seek any increase in award rates that would be effective prior to 20 December 2006.

2. Delete Tables 1 - 10 (inclusive); of Part B Monetary Rates and insert in lieu thereof the following:

Table 1 - Wages (Clause 1.1 - General Rates)		
	Former Per Week \$	New Rate \$
Transport Worker Grade One:	562.40	582.40
Transport Worker Grade Two:	579.50	599.50
Transport Worker Grade Three:	591.40	611.40
Transport Worker Grade Four:	601.80	621.80
Transport Worker Grade Five	628.50	648.50
Transport Worker Grade Six	635.20	655.20
Transport Worker Grade Seven	655.50	675.50
Transport Worker Grade Eight:	697.00	717.00

Table 2 - Wages (Clause 1.2 Mobile Cranes & c. Rates)		
	Former Rate Per Week \$	New rate Per Week \$
(i) Mobile Cranes		
Grade A:	691.40	711.40
Grade B:	708.00	728.00
Grade C:	724.40	744.40
Grade D:	740.70	760.70
Additional Amount	15.27	15.88
(ii) Mobile Hydraulic Platforms:		
Grade A:	627.30	647.30
Grade B:	631.00	651.00
Grade C:	655.20	675.20
Grade D:	671.90	691.90
Grade E:	691.40	711.40
Additional Amount	1.48	1.54
Grade F:	691.40	711.40
(iii) Crane Offsider	691.40	711.40
(iv) Advanced Crane Offsider	724.40	744.40

Table 3 - Wages (Clause 1.3 - Ancillary Plant Drivers)		
	Former Rate (Per Week)	New Rate (Per Week)
	\$	\$
Grade A:	639.60	659.60
Grade B:	659.70	679.70
Grade C:	671.60	691.60
Grade D:	680.10	700.10
Grade E:	686.90	706.90
Grade F:	714.30	734.30

Table 4 - Wages (Clause 1.4 - Mobile Concrete Pump Driver/Operators)		
	Former Rate Per Week	New Rate Per Week
	\$	\$
Grade A:	617.20	637.20
Grade B:	631.00	651.00
Grade C:	655.20	675.20
Grade D:	671.90	691.90
Grade E:	691.40	711.40
Additional Amount	1.48	1.54

Table 5 - Wages (Clause 1.5 Furniture Removals)		
	Former Rate Per Week	New Rate Per Week
	\$	\$
Furniture Removalist Offsider	568.70	588.70

Table 6 - Wages (Clause 1.6 - Chauffeurs)		
	Former Rate Per Week	New Rate Per Week
	\$	\$
Chauffeurs/drivers of vehicles used for the purpose of carrying persons	567.50	587.50

Table 7 - Allowances

Item No.	Clause No.	Brief Description	Former Rate \$	New rate \$
1	2.1	Furniture Removals	24.80	25.79 p.week
2	2.2.1	Driving agitator trucks	0.49	0.51 p.hour
3	2.2.1	Maximum Payment - agitator trucks	19.02	19.78 p.week
4	2.2.2	Delivery/placement of concrete rate	1.58	1.64 p.hour
5	2.3	Leading hands	29.94	31.14 p.week
6	2.4	Collecting butchers bones, fat etc.	6.20	6.45 p.week
7	2.5	Extra Horses	15.57	16.19 per horse
8	2.6	Working in forests	19.54	20.32 p.week
9	2.7.1.2	Long/wide loads	1.55	1.61 p. hour or part thereof
10	2.7.1.2	Long/wide loads - minimum payments	6.20	6.45 per day
11	2.7.1.3	Long/wide loads	2.90	3.02 p. hour or part thereof
12	2.7.1.3	Long/wide loads - minimum payment	11.63	12.10 per day
13	2.7.2	Rear-end steering	4.27	4.44 p. hour or
14	2.7.2	Rear-end steering - minimum payment	16.98	17.66 p. day
15	2.8	HIAB cranes etc.	27.28	28.37 p.week
16	2.9	Removal and delivery of furniture etc.	4.95	5.15 p. day

17	2.1	Handling diapers - weekly employees	2.07	2.15 p.week
18	2.1	Handling diapers - casual employees	0.40	0.42 p. day
19	2.11	In charge of plant	14.63	15.22 p.week
20	2.12.1	Collecting moneys - > \$30 - \$150	4.73	4.92 p.week
21	2.12.2	Collecting moneys - > \$150 - \$250	6.58	6.84 p.week
22	2.12.3	Collecting moneys - > \$250 - \$400	9.55	9.93 p.week
23	2.12.4	Collecting moneys - > \$400 - \$600	13.89	14.45 p.week
24	2.12.5	Collecting moneys - \$600	18.50	19.24 p.week
25	2.13.1	Carrying goods - on the level	0.90	0.94 per tonne
26	2.13.2	Carrying goods - upstairs	1.38	1.44 per tonne
27	2.14	Carrying salt	0.90	0.94 per tonne
28	2.15.1.1	Obnoxious materials - soda ash etc.	0.83	0.86 p. hour
29	2.15.1.2	Obnoxious materials - oxides	0.65	0.68 p. hour
30	2.15.2	Obnoxious materials - loading and Unloading	0.83	0.86 p. hour
31	2.15.3	Obnoxious materials - transportation	0.46	0.48 p. hour
32	2.15.7	Obnoxious materials - blast furnaces etc	0.68	0.71 p. hour
33	2.16	First Aid	2.00	2.08 p. day
34	2.17	Garaging	20.30	21.25 p.week

Table 8 - Travelling and Living Away Allowance (Clause 7)

Item No.	Clause No.	Brief Description	Former Rate \$	New Rate \$
1	7.4.3	Overnight Expenses	37.2	38.95 p. day
2	7.6	Weekend / Holiday expenses	34.55	36.15 p. day
3	7.7	Camping out - weekly	80.25	84.00 p.week
4	7.7	Camping out - daily	11.65	12.20 p. day

Table 9 - Meal Allowances (Clause 8)

Clause No.	Brief Description	Former Amount \$	New Amount \$
8.2.1	Meal Allowance	10.45	10.80

Table 10 - Long Distance Rates (Clause 14)

Item No.	Classification	Former Amount (cents / km)	New Amount (cents / km)
1	Transport Workers Grade 7 and below	29.54	30.96
2	Transport Workers Grade 8	31.03	32.45

3. This variation shall take effect from the first pay period to commence on or after 20 December 2006.

P. J. CONNOR, Commissioner

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(001)

SERIAL C5347

BUILDING AND CONSTRUCTION INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , Industrial Organisation of Employees.

(No. IRC 57 of 2007)

Before The Honourable Justice Staunton

19 January 2007

VARIATION

1 Insert after subclause 5.7 of clause 5, General Definitions of the award published 31 August 2001 (327 I.G. 279) the following new definition for School Based Apprentices, and renumber subclause 5.8 to read as 5.9 and subclause 5.9 to read as 5.10.

5.8 School based apprentice is as employee who is undertaking an apprenticeship, declared or recognised by the State Training Authority, under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant *Vocational Training Order pursuant to the Apprenticeship and Traineeship Act 2001*.

2. Delete clause 9 Leave Reserved, and insert in lieu thereof the following:

Leave is reserved to the parties to apply to amend subclause 18.1.2.5 (a) if a Vocational Training Order relevant to the trade of a School based apprentice is amended without the agreement of the award parties.

3 Insert after subparagraph 18.1.2.4 of clause 18 Classifications and Wage Rates the following new subclause 18.1.2.5:

18.1.2.5 School Based Apprentices

(i) Progression through Wage Structure

(a) School based apprentices' progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice, provided that such apprentice satisfies the requirements of the Vocational Training Order issued by the NSW Department of Education and Training (DET) relevant to the trade being undertaken by the school based apprentice.

(b) The rates of pay are based on a standard apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(ii) Conversion from a school based to a full time apprenticeship

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

(iii) Conditions of Employment

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

(iv) Disputes and Disciplinary Matters

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

(v) Rate of Pay for school based apprentice

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

4. Delete paragraph (a) of subclause 24.3 of clause 24 Allowances and insert in lieu thereof the following:

24.3 Tool Allowance

- (a) A tool allowance shall be paid for all purposes of the Award to tradesperson and apprentices (including school based apprentice) in their respective trades in accordance with the following Table. The provision of tools under the Federal Government "tools for your trade scheme" shall not constitute the provision of all tools by the employer for the purpose of this clause.

5. Delete subclause 38.11 Apprentices of clause 38, Fares and Travel Patterns Allowance and insert in lieu thereof the following:

38.11 Apprentices " (including school based apprentices)"

6. Delete paragraph 38.11.2 of clause 38 and insert in lieu thereof the following:
 - 38.11.2 Apprentices (including school based apprentices) at a Master Builders' Association of New South Wales off-the-job training school shall not be paid any allowance in accordance with this clause unless such an apprentice is required to commence work away from the regular training school.
7. Insert after paragraph 38.11.3 of clause 38, the following new paragraph:
 - 38.11.4 School based apprentices shall receive the fares and travel patters allowance prescribed for days when they attend work and they shall not be paid the allowance for the days they attend school. They shall also receive the allowance when they attend off-the-job training, not at the school in which they are enrolled.
8. This variation shall take effect from the beginning of the first pay period to commence on or after 19 January 2007.

P.J. STAUNTON *J*

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PLUMBERS AND GASFITTERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Master Plumbers & Mechanical Contractors Association of New South Wales, Industrial Organisation of Employers.

(No. IRC 37 of 2007)

Before The Honourable Justice Staunton

18 January 2007

VARIATION

1. Insert in alphabetical order in the Arrangement of the award published 25 February 2000 (Vol 313 I.G. 709), the following new clause number and subject matter, and renumber existing clause 60, Area, Incidence and Duration to read as clause 61.

60. School Based Apprentices (SBA)

2. Insert after subclause 6.2 of clause 6, Wage the following new subclause 6.3.

6.3 School Based Apprentices

6.3.1 Progression through Wage Structure

- (a) School based apprentices' progress through the wage scale at the rate of 12 months progression for each two years of employment as an apprentice, provided that such apprentice satisfies the requirements of the Vocational Training Order as at 22 December 2006 issued by the NSW Department of Education and Training (DET) relevant to the trade being undertaken by the school based apprentice.
- (b) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

6.3.2 Conversion from a School Based To a Full Time Apprenticeship

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

6.3.3 Condition of Employment

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

6.3.4 Disputes and Disciplinary Matters

- (a) The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

6.3.5 Rates of Pay for School Based Apprentice

- (a) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent on off-the-job training.
 - (b) For the purposes of subclause (a) of this clause, where a school based apprentice is a fulltime student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
 - (c) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
3. Insert after subclause (iii) of 8, Tool Allowance - Apprentices, the following new subclause:
- (iv) A tool allowance shall not be paid for all purposes of this clause to School Based Apprentices. As a consequence, all necessary tools are required to be provided by the employer.
4. Insert after subclause (5) of clause 56 Leave Reserved the following new subclause:
- (6) Leave is reserved to the parties to apply to amend clause 60 if a Vocational Training Order relevant to the trade of a School Based Apprentice is amended without the agreement of the award parties.
5. Insert after clause 59, Structural Efficiency Exercise, the following new clause:

60. School Based Apprentices (SBA)

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the higher School Certificate (HSC). The school based apprenticeship may commence upon completion of Year 10 School Certificate exams. The school based apprenticeships are undertaken at a minimum Certificate III Australian Qualification Framework (AQF) qualification level as specified in the relevant Vocational Training Order (VTO) pursuant to the *Apprenticeship and Traineeship Act 2001*.

6. This variation shall take effect on and from 18 January 2007.

P.J. STAUNTON J

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**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 Health Administration Corporation.

(No. IRC 3552 of 2006)

Before Commissioner Bishop

11 December 2006

VARIATION

1. Delete the 2nd paragraph in clause 41, Area, Incidence and Duration of the award published 21 June 2002 (334 I.G. 557) and insert in lieu thereof the following:

This Award variation shall take effect on and from 11 December 2006 and shall remain in force until 31 December 2008.

2. Delete Table 1, Table 2 and Table 4 in Part B, Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Weekly Wages and Tool Allowances

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

(Note: Excepting for Electrical Trades classifications, tool allowances are expense-related allowances).

Description	01/01/2007 \$	01/01/2008 \$
Fitter/Motor Mechanic		
Level 1	\$754.60	\$784.80
Level 2 (Level 1 plus 5%)	\$792.30	\$824.00
Level 3 (Level 1 plus 10%)	\$830.10	\$863.30
Level 4 (Level 1 plus 15%)	\$867.80	\$902.50
Welder 1st Class		
Level 1	\$754.60	\$784.80
Level 2 (Level 1 plus 5%)	\$792.30	\$824.00
Level 3 (Level 1 plus 10%)	\$830.10	\$863.30
Level 4 (Level 1 plus 15%)	\$867.80	\$902.50
Mechanic Tradesperson Special Class is paid as Fitter/Motor Mechanic Level 2 plus Tool Allowance from 1/7/97 and thereafter Welder Special Class is paid as Welder 1st Class plus Additional Wage Rate plus Tool Allowance		
Plumber		
Level 1	\$761.80	\$792.30
Level 2 (Level 1 plus 5%)	\$799.90	\$831.90
Level 3 (Level 1 plus 10%)	\$838.00	\$871.50
Level 4 (Level 1 plus 15%)	\$876.10	\$911.10

Plumbers acting alone on Plumbers/Drainers/Gasfitters licences and combinations are paid as Plumber plus Additional Wage Rates plus Tool Allowance.		
Carpenter		
Level 1	\$756.40	\$786.70
Level 2 (Level 1 plus 5%)	\$794.20	\$826.00
Level 3 (Level 1 plus 10%)	\$832.00	\$865.40
Level 4 (Level 1 plus 15%)	\$869.90	\$904.70
Painter/Spray Painter		
Level 1	\$756.40	\$786.70
Level 2 (Level 1 plus 5%)	\$794.20	\$826.00
Level 3 (Level 1 plus 10%)	\$832.00	\$865.40
Level 4 (Level 1 plus 15%)	\$869.90	\$904.70
Signwriter		
Level 1	\$773.30	\$804.20
Level 2 (Level 1 plus 5%)	\$812.00	\$844.40
Level 3 (Level 1 plus 10%)	\$850.60	\$884.60
Level 4 (Level 1 plus 15%)	\$889.30	\$924.80
Plasterer		
Level 1	\$756.40	\$786.70
Level 2 (Level 1 plus 5%)	\$794.20	\$826.00
Level 3 (Level 1 plus 10%)	\$832.00	\$865.40
Level 4 (Level 1 plus 15%)	\$869.90	\$904.70
Bricklayer		
Level 1	\$756.40	\$786.70
Level 2 (Level 1 plus 5%)	\$794.20	\$826.00
Level 3 (Level 1 plus 10%)	\$832.00	\$865.40
Level 4 (Level 1 plus 15%)	\$869.90	\$904.70
Floor/Wall Tiler		
Level 1	\$756.40	\$786.70
Level 2 (Level 1 plus 5%)	\$794.20	\$826.00
Level 3 (Level 1 plus 10%)	\$832.00	\$865.40
Level 4 (Level 1 plus 15%)	\$869.90	\$904.70
Upholsterer		
Level 1	\$781.70	\$813.00
Level 2 (Level 1 plus 5%)	\$820.80	\$853.70
Level 3 (Level 1 plus 10%)	\$859.90	\$894.30
Level 4 (Level 1 plus 15%)	\$899.00	\$935.00
Blindmaker		
Level 1	\$750.60	\$780.60
Level 2 (Level 1 plus 5%)	\$788.10	\$819.60
Level 3 (Level 1 plus 10%)	\$825.70	\$858.70
Level 4 (Level 1 plus 15%)	\$863.20	\$897.70
Electrical Tradesperson		
Level 1	\$800.70	\$832.70
Level 2 (Level 1 plus 5%)	\$840.70	\$874.30
Level 3 (Level 1 plus 10%)	\$880.80	\$916.00
Level 4 (Level 1 plus 15%)	\$920.80	\$957.60
Electrical Instrument Fitter		
Level 1	\$838.70	\$872.20
Level 2 (Level 1 plus 5%)	\$880.60	\$915.80
Level 3 (Level 1 plus 10%)	\$922.60	\$959.40
Level 4 (Level 1 plus 15%)	\$964.50	\$1,003.00
Electrical Fitter & Ass to Chief Eng. - Syd Hosp/Elec Fitter & Ass to Chief Eng - Other Hosp/Plant Elec/Elec in Charge of Generating Plant are paid as Electrical Tradesperson plus Additional Wage Rate plus Tool Allowance		

Scientific Instrument Maker		
Level 1	\$779.60	\$810.80
Level 2 (Level 1 plus 5%)	\$818.60	\$851.30
Level 3 (Level 1 plus 10%)	\$857.60	\$891.90
Level 4 (Level 1 plus 15%)	\$896.50	\$932.40
Tool Maker		
Level 1	\$779.60	\$810.80
Level 2 (Level 1 plus 5%)	\$818.60	\$851.30
Level 3 (Level 1 plus 10%)	\$857.60	\$891.90
Level 4 (Level 1 plus 15%)	\$896.50	\$932.40

Table 2

**Additional and Special Rates/Allowances
(Including Tool Allowance for Electrical Trades)**

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Clause No.	Allowance Type	01/01/2007	01/01/2008
4A(ii)	On-call		
	On-call - Rostered on duty (per 24 hours)	17.72	18.43
	On-call - Rostered off duty (per 24 hours)	34.99	36.39
7(i)	Electricians License		
	Grade A	36.46	37.92
	Grade B	19.88	20.68
7(ii)	Lead Burner	0.75	0.78
7(iii)	Plumbers - combination of licenses		
	Plumbers license	36.20	37.65
	Gasfitters license	36.20	37.65
	Drainers license	29.48	30.66
	Plumbers & gasfitters license	47.79	49.70
	Plumbers & drainers license	47.79	49.70
	Gasfitters & drainers license	47.79	49.70
	Plumbers, gasfitters & drainers license	66.60	69.26
7(iv)	Plumbers/Gasfitters/Drainers Reg. Cert	0.72	0.75
7(v)	Electric Welding	0.56	0.58
7(vi)	Computing Quantities	4.56	4.74
7(vii)	Boiler Attendants Certificate	5.62	5.84
7(viii)	BMC Operator	29.21	30.38
7(ix)	Motor Mechanic	0.57	0.59
	Motor Mechanic per day	2.32	2.41
7(x)	Elec Fitter & Asst to Chief Eng.-Sydney Hospital	51.47	53.53
	Elec Fitter & Asst to Chief Eng.-Other Hosp.	41.07	42.71
	Electrician in Charge of Generating Plant less than 75 kilowatts.	15.13	15.74
	Electrician in charge of Generating Plant 75 Kilowatts or more	52.52	54.62
	Plant Electrician	49.38	51.36
7(xi)	Welder Special Class	9.40	9.78
8	Tool Allowance - Electrical Trades	15.02	15.62
9(i) (b)	Leading Hand Electrician	49.38	51.36
9(ii)	Leading Hand - Other than Electricians		
(a)	I/C up to 5 employees	37.64	39.15
(b)	I/C 6 up to 10 employees	49.22	51.19
(c)	I/C over 10 employees	63.06	65.58

10(i)	Cold Place	0.59	0.61
10(ii)	Confined Spaces	0.72	0.75
10(iii)	Dirty Work	0.59	0.61
10(iv)	Height Money	0.59	0.61
10(v)	Hot Places - 46C - 54C	0.59	0.61
	Hot Places - more than 54C	0.72	0.75
10(vi)(a)	Insulation Material	0.72	0.75
10(vi)(b)	Asbestos	0.72	0.75
10(vii)	Smoke Boxes etc	0.44	0.46
	Oil fired Boiler	1.48	1.54
10(viii)(a)(1)	Wet Places - other than rain	0.59	0.61
10(viii)(a)(2)	Rain	0.59	0.61
10(viii)(b)	Mud Allowance	4.62	4.80
10(ix)(a)(b)	Acid Furnaces etc.	3.04	3.16
10(x)	Depth Money	0.59	0.61
10(xi)(a)	Swing Scaffolds other than plasterers		
	First four hours	4.30	4.47
	Thereafter	0.90	0.94
10(xi)(b)	Swing Scaffolds - plasterers	0.12	0.12
10(xii)	Spray Application	0.59	0.61
10(xiii)	Working Secondhand timber	2.29	2.38
10(xiv)	Roof Work	0.59	0.61
10(xv)	Explosive Powered Tools	1.41	1.47
10(xvi)	Morgues	0.67	0.70
10(xvii)(a)	Toxic, Obnox - Epoxy Materials	0.72	0.75
10(xvii)(b)	Toxic, Obnox Sub A/C not operating	0.51	0.53
10(xvii)(d)	Close proximity to above	0.59	0.61
10(xviii)	Psychiatric Patients (PH Ward)	0.51	0.53
10(xix)	Animal House	0.40	0.42
10(xxi)	Asbestos Eradication	2.01	2.09
10(xxiii)(a)	Psychiatric Hospitals	1.16	1.21
10(xxiii)(b)	Geriatric Allowances		
	Allandale/Garrawarra	0.42	0.44
	Lidcombe (former)	0.38	0.40
11	Thermostatic Mixing Valve	19.84	20.63
12	Chokages	6.91	7.19
13	Fouled Equipment	6.91	7.19
25(i)	Climatic and Isolation Allowance	6.55	6.81
	Climatic and Isolation Allowance	13.16	13.69
	Apprentice Passing Exams		
	1st Year	1.24	1.29
	2nd year	3.83	3.98
	3rd Year	5.06	5.26

Table 4 - Weekly Wages For Apprentices

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

DESCRIPTION	01/01/2007 \$	01/01/2008 \$
Apprentice Plumber		
1st Year	\$329.10	\$342.30
2nd Year	\$437.40	\$454.90
3rd Year	\$565.20	\$587.80
4th Year	\$653.50	\$679.60

Apprentice Fitter		
1st Year	\$329.10	\$342.30
2nd Year	\$437.40	\$454.90
3rd Year	\$565.20	\$587.80
4th Year	\$653.50	\$679.60
Apprentice Electrician		
1st Year	\$329.10	\$342.30
2nd Year	\$437.40	\$454.90
3rd Year	\$565.20	\$587.80
4th Year	\$653.50	\$679.60
Apprentice Carpenter		
1st Year	\$329.10	\$342.30
2nd Year	\$437.40	\$454.90
3rd Year	\$565.20	\$587.80
4th Year	\$653.50	\$679.60
Apprentice Painter		
1st Year	\$329.10	\$342.30
2nd Year	\$437.40	\$454.90
3rd Year	\$565.20	\$587.80
4th Year	\$653.50	\$679.60
Apprentice Bricklayer		
1st Year	\$329.10	\$342.30
2nd Year	\$437.40	\$454.90
3rd Year	\$565.20	\$587.80
4th Year	\$653.50	\$679.60

3. This variation shall take effect on and from 11 December 2006.

E. A. R. BISHOP, Commissioner

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SERIAL C5398

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA07/3 - NSW Teachers Federation Staff Agreement 2006-2008**

Made Between: New South Wales Teachers Federation -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: Replaces EA06/90.

Approval and Commencement Date: Approved 16 February 2007 and commenced 1 January 2006.

Description of Employees: The agreement applies to all clerical employees employed by the New South Wales Teachers Federation located at 23-33 Mary Street, Surry Hills NSW 2000, who fall within the coverage of the Clerical and Administrative Employees (State) Award.

Nominal Term: 24 Months.

EA07/4 - University of Technology Sydney, Students' Association (PACCT Staff) Enterprise Agreement 2007-2010

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

New/Variation:

Approval and Commencement Date: Approved 8 February 2007 and commenced 2 December 2007.

Description of Employees: The agreement applies to all employees employed by University of Technology Sydney Students' Association, located at 323, Level 3, Tower Bldg. 15-73 Broadway 2007, who fall within the coverage of the Clerical and Administrative Employees (State) Award

Nominal Term: 36 Months.

EA07/5 - Department of Environment and Conservation NSW Flight Officers' Enterprise Agreement 2006

Made Between: Department of Environment & Conservation -&- Richard John Byrne, David James Clifford, Barry William D'Hoedt, George Mortimer Foster, Matthew Hollingdale, David Hutchins, Steven Pulbrook, Gavin Wild.

New/Variation: Replaces EA99/258.

Approval and Commencement Date: Approved 24 January 2007 and commenced 1 July 2004.

Description of Employees: The agreement applies to employees of the Flight Operations Unit, employed by the Department of Environment and Conservation, located at 4-6 Bligh St. Sydney 2000, who fall within the coverage of the Crown Employees (Public Sector - Salaries 2004) Award, Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, and the Crown Employees (Transferred Employees Compensation) Award

Nominal Term: 48 Months.

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SERIAL C5393

**CONTRACT AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

CA07/1 - 1st Fleet Print Media Distribution Contract Carriers Contract Agreement 2006

Made Between: 1st Fleet Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 7 December 2006.

Description of Employees: The Contract Agreement applies to contract carriers engaged by 1st Fleet Pty Ltd located at 53 Britton Street, Smithfield NSW 2164, at its media distribution terminal who provide newsagency magazine delivery services in metropolitan Sydney, who fall within the coverage of the Transport Industry - General Carriers Contract Determination

Nominal Term: 36 Months.

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SERIAL C5394

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4520 published 14 April 2006

(358 I.G. 1058)

CORRECTION

1. Delete the table headed EA06/146 - State Water Corporation Salaried Officers Enterprise Agreement 2006 and substitute the following:

EA06/146 - State Water Corporation Salaried Officers Enterprise Agreement 2006
<p>Made Between: State Water Corporation -&- the Public Service Association, Professional Officers' Association Amalgamated Union of New South Wales, and The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)</p> <p>New/Variation: New.</p> <p>Approval and Commencement Date: Approved and commenced 17 March 2006.</p> <p>Description of Employees: The agreement applies to all employees employed by State Water Corporation located at 36 Darling Street, Dubbo NSW 2830, who are engaged in the classifications listed in Tables 1, 2 & 3 in clause 5 of this agreement, who fall within the coverage of the Crown Employees (Public Service - Conditions of Employment) Reviewed Award 2006 and the Crown Employees (Public Service - Salaries 2004) Award.</p> <p>Nominal Term: 27 Months.</p>

G. M. GRIMSON *Industrial Registrar.*

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