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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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CONTENTS

Vol. 364, Part 1

26 October 2007

Pages 1 - 229

		Page
Awards and Determinations —		
Awards Made or Varied —		
Advertising Sales Representatives (State)	(VSW)	199
Animal Food Makers, &c. (State)	(VSW)	178
Animal Welfare, General (State)	(VSW)	176
Butchers' Wholesale (Newcastle and Northern)	(RVIRC)	168
Butchers' Wholesale (Newcastle and Northern)	(VSW)	202
Butchers' Wholesale (State)	(RVIRC)	169
Butchers, Retail (State)	(RVIRC)	170
Butter and Cheese and Other Dairy Products (Newcastle and Northern)	(VSW)	200
Catholic Press Newspaper Company Pty Limited (State), The	(RVIRC)	167
Clerical and Administrative Employees Legal Industry (State)	(RVIRC)	173
Clerical and Administrative Employees Legal Industry (State)	(VSW)	210
Clerical and Administrative Employees, Hire Cars and Taxis (State)	(VSW)	208
Cold Storage and Ice Employees (Northumberland)	(VSW)	224
Cold Storage Enterprise Award 1998	(RVIRC)	171
Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007	(RIRC)	47
Crown Employees (Department of the Arts, Sport and Recreation - Catering Officers)	(RIRC)	1
Crown Employees (Department of the Arts, Sport and Recreation - Services Officers)	(RIRC)	15
Crown Employees (Exhibition Project Managers and Project Officers) Australian Museum Award 2007	(RIRC)	83
Crown Employees (Interpreters and Translators, Community Relations Commission)	(RIRC)	52
Crown Employees (New South Wales Department of Ageing, Disability and Home Care) Community Living and Residential	(RIRC)	131
Crown Employees (NSW Attorney General's Department - Reporting Services Branch) Sound Reporters Award 2007	(RIRC)	123
Crown Employees (NSW Department of Primary Industries) Mine Safety and Environment Officers	(RIRC)	108
Crown Employees (Senior Officers Salaries) Award 2007	(RIRC)	43
Crown Employees (Storemen, &c.)	(VSW)	220
Crown Employees (Technical Officers - Treasury) Award 2007	(RIRC)	39
Crown Employees Casino Control Authority - Casino Inspectors (Transferred from Department of Gaming and Racing) Award 2007	(RIRC)	97
Crown Employees Historic Houses Trust (Gardens - Horticulture and Trades Staff) Award 2007	(RIRC)	72
Graduate-at-Law (State)	(RVIRC)	166
Grocery Products Manufacturing (State)	(VSW)	183
Horticultural Industry (State) Consolidated	(RVIRC)	175
Miscellaneous Workers' - General Services (State)	(CORR)	229
Nurseries Employees (State)	(VSW)	218
Nurseries Employees (State)	(VIRC)	226
Pet Food Manufacturers (State)	(VSW)	195
Poultry Industry Livestock (State)	(VSW)	222

Professional Engineers and Professional Scientists (Private Industry) (State)	(VSW)	206
Public Hospital (Training Wage) (State)	(RVIRC)	164
Real Estate Industry (Clerical and Administrative) (State)	(VSW)	212
Rubber Workers (State)	(VSW)	197
Rural Traineeships (State)	(RVIRC)	172
Starch Manufacturers, &c. (State)	(VSW)	187
State Water Corporation (Storages, Operations and River Infrastructure Staff)	(RIRC)	60
Storemen and Packers Bond and Free Stores (State)	(VSW)	189
Storemen and Packers, General (State)	(VSW)	181
Storemen and Packers, Wholesale Drug Stores (State) Award	(VSW)	193
Storemen and Packers, Wholesale Paint, Varnish and Colour Stores (State)	(VSW)	191
Sugar Field Workers (State) Consolidated	(VSW)	216
Wine Industry Consolidated (State)	(VSW)	214

NEW SOUTH WALES

INDUSTRIAL GAZETTE

Printed by the authority of the Industrial Registrar

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CROWN EMPLOYEES (DEPARTMENT OF THE ARTS, SPORT AND RECREATION - CATERING OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 584 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

Arrangement

PART A

1. Title
2. Definitions
3. Temporary and Casual Employees
4. Salaries
5. Hours of Duty
6. Overtime
7. Leave
8. Weekends and Public Holidays
9. Higher Duties Allowance
10. Public Service Holiday
11. Annual Leave Loading
12. Utilisation of Staff
13. Uniforms
14. Grievance and Dispute Settling Procedures
15. Consultative Committee
16. Anti-Discrimination
17. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Academy Allowances

Appendix 1 - Competencies

Appendix 2 - Centre and Academy Locations

Appendix 3

PART A

1. Title

This award shall be known as the Crown Employees (Department of the Arts, Sport and Recreation - Catering Officers) Award.

2. Definitions

- 2.1 "Academy" refers specifically to the two Sport and Recreation Centres at Narrabeen and Jindabyne locations of which are provided at Appendix 2.
- 2.2 "Centre" means a Departmental residential establishment or site as listed at Appendix 2 where instruction is provided in outdoor education, sport and recreation for all members of the community. It also includes any place designated as part of, or as an annex to, such an establishment.
- 2.3 "General Manager" means a person occupying a position of General Manager within a Centre or Academy.
- 2.4 "Director-General" means the Director-General of the Department of the Arts, Sport and Recreation.
- 2.5 "Department" means the Department of the Arts, Sport and Recreation.
- 2.6 "Employee" means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002* and who as at the operative date of this award were occupying one of the positions covered by this award, or who, after that date, are appointed to or employed in any of such positions.
- 2.7 "Service" means continuous service with the Department in a position covered by the award.
- 2.8 "Split Shift" means a shift whereby the rostered hours are performed over 2 separate periods, within a maximum span of 15 hours.
- 2.9 "Union" means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.

3. Temporary and Casual Employees

- 3.1 A temporary employee is an employee engaged as a Catering Officer or Senior Catering Officer, consistent with Section 27 of the *Public Sector Employment and Management Act 2002*.
- 3.2 A temporary employee may be employed for a regular fixed period.
- 3.3 Temporary employees employed under 3.1 shall receive a salary commensurate with the individual's level of knowledge and experience as determined by the General Manager in accordance with the rates provided at Table 1.
- 3.4 A casual employee is an employee engaged as a Catering Officer or Senior Catering Officer, consistent with section 38 of the *Public Sector Employment and Management Act 2002*.
- 3.5 A casual employee may be employed on an hourly basis to meet specific short term needs.
- 3.6 Casual employees shall receive a salary commensurate with the individual's level of knowledge and experience as determined by the General Manager in accordance with the hourly rates provided at Table 1 and receive a loading of 15 per cent.

4. Salaries

- 4.1 Salary rates applicable to employees shall be payable in accordance with Table 1 of Part B of this award. The level of salary at which an employee is to be remunerated shall be determined in accordance with the criteria set out at subclause 4.3.
- 4.2 Salary rates in this award are set in accordance with the Crown Employees Public Sector – Salaries 2007) Award or any variation or replacement award.

- 4.3 The salary level applicable to an employee shall be determined in the following manner:
- (a) Catering Officers Levels 1 to 3 - The applicable salary will be determined by the General Manager in consultation with the Senior Catering Officer, as outlined in subclause 4.9, and will be based on the employee meeting the required competencies for the level as defined at Appendix 1.
 - (b) Level 4 payable is to:
 - (i) Qualified employees who are competent to Level 3; and
 - (ii) Employees at Berry Centre who are competent to Level 3.

The entitlement for an unqualified employee to be remunerated at Level 4 at Berry is in consideration of isolation and single Catering Officer operation.
 - (c) Senior Catering Officers must be competent in all facets of catering, responsible for the overseeing and operation of the catering facilities within a Centre/Academy and responsible for the supervision of at least one employee on a full-time basis. Remuneration will be as follows:
 - (i) Unqualified Senior Catering Officers shall be paid at Level 4.
 - (ii) Qualified Senior Catering Officers shall be paid at Level 5.
- 4.4 For the purposes of this clause, qualifications recognised for the purposes of an employee being considered qualified and therefore being entitled to progress to a salary rate subject to qualification as provided for within subclause 4.2 shall be a TAFE Commercial Cooking Trade Certificate or equivalent as determined by the Director-General.
- 4.5 The total salary provided for at Table 1 represents a salary plus a loading which incorporates:
- (a) Penalty rates (other than overtime);
 - (b) Broken shifts;
 - (c) Laundry allowance;
 - (d) Annual leave loading.
- The total salary does not include the payment of overtime.
- 4.6 In addition to the salary rates provided for at Table 1, an allowance shall be payable to employees employed at Academies, other than casual employees in recognition of the additional weekend work responsibilities and the nature of clientele of the Academies. The amount of this allowance is provided for in Table 2.
- 4.7 Casual employees' hourly rates of pay are as provided for at Table 1 plus a loading of 15% of the hourly rate.
- 4.8 The hourly rate for casual employees shall represent full remuneration for employment and include payment in lieu of annual leave, as provided for by the *Annual Holidays Act 1944*, and compensation for the nature of employment. Casual employees will generally not be entitled to any other leave entitlements unless the employee has served sufficient periods of employment under the *Public Sector Employment and Management Act 2002* or the *Public Sector Management Act 1988*, or the Public Service Acts of 1902 and 1979, which when combined, qualify the employee for Long Service Leave as provided by the *Long Service Leave Act 1955*, or other leave benefits approved by the Director of Public Employment.

4.8.1 Temporary employees employed under 3.2 (a) shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2005:

- (a) Unpaid parental leave in accordance with Clause 12 (iv)(d);
- (b) Personal Carers' entitlement in accordance with Clause 12 (v); and
- (c) Bereavement entitlement in accordance with, clause 12 (vi).

This entitlement is also set out at Appendix 3 of this Award.

4.9 Assessment of an employee's entitlement to progression from one level to another based on competencies shall be undertaken in the following manner:

- (a) Assessment shall be undertaken by the Senior Catering Officer.
- (b) The entitlement for assessment for progression shall not be limited by a specific time period.
- (c) An assessment may be undertaken at any time at the discretion of the Senior Catering Officer or at the request of the employee to be assessed.
- (d) Should no assessment be undertaken in accordance with point (c), an assessment will be held on the anniversary of the employee's initial employment.
- (e) Recommendations of the assessment process shall be submitted in writing by the Senior Catering Officer to the General Manager for approval. Should the General Manager not agree with the Senior Catering Officer's recommendation, the matter shall be referred to the Director-General for determination.
- (f) Recommendations of the Senior Catering Officer are to be discussed with the assessed employee prior to the assessment being submitted to the General Manager.
- (g) The date of effect of the progression from one level to another shall be the date recommended by the officer responsible for undertaking the assessment.
- (h) The dispute resolution procedures contained under clause 14 may be used if a dispute arises concerning an employee's entitlement to progression and it is not resolved through the use of the above steps.

4.10 Unqualified employees who wish to undertake a trade test for the purposes of being considered qualified under the terms of this agreement shall be entitled to undertake a trade test at the Department's expense and will be considered on duty for the purpose of undertaking such a test.

4.11 Trade tests, as provided for at subclause 4.10, shall be limited to one test within any twelve month period for each employee.

5. Hours of Duty

5.1 Employees shall be required to work up to 152 hours over a period of four weeks.

5.2 The hours of duty which may be required to be undertaken on any given day shall be a minimum of 4 and a maximum of 12, excluding meal breaks. At times, in order to meet client demand, it may be necessary to split the employee's shift. Not more than one split shift would be rostered in any shift.

5.3 Hours of duty shall not be restricted to specific hours of the day. However hours of duty between 7.00 p.m. and 6.00 a.m. shall only be able to be rostered or requested to be undertaken where it is considered that actual client demand requires such hours of duty to be undertaken.

- 5.4 The maximum number of shifts in excess of 10 hours an employee shall be rostered for duty on consecutive calendar days shall be two. No employee shall be rostered for more than 6 shifts in excess of 10 hours in any four week roster cycle.
- 5.5 Employees shall not be rostered for more than 10 days in either the first or second fortnight of the four-week roster period or rostered for any more than 10 consecutive calendar days over any period. Employees shall be entitled to a minimum of 9 days during any roster cycle for which they are to be rostered off duty.
- 5.6 Employees shall be entitled to a minimum of two consecutive days for which they are not rostered on duty in both the first and second fortnights of the four-week roster period.
- 5.7 Employees shall be entitled to a minimum of 10 hour break from duty between the cessation of one shift and the commencement of the next. Should no such break be provided, the employee shall be entitled to receive payment at overtime rates, as calculated in accordance with clause 6, Overtime, for all work undertaken until such time as a 10 hour break can be provided. This provision does not apply to cessation and recommencement as a consequence of a break within a split shift.
- 5.8 The distribution of weekend, public holiday and out of hour's work shall be allocated equitably between all employees subject to the ability of the Centre or Academy to meet client demand.
- 5.9 Employees shall not be permitted to work greater than five consecutive hours without taking a break from duty of not less than thirty minutes. This break from duty shall be without pay.
- 5.10 Hours of duty shall be determined by way of roster, which shall be displayed in an area available to all employees not less than 5 days prior to the commencement of the four-week roster cycle.
- 5.11 Rostered hours of duty may be required on any day of the week, Saturdays, Sundays and Public Holidays included.
- 5.12 Rostered hours of duty shall be prepared and approved by the General Manager or delegate to meet the business requirements of the Centre/Academy. Where possible, the General Manager or delegate will consider the needs of the employees and endeavour to equitably distribute work patterns.
- 5.13 In emergency situations, rosters may be varied by the General Manager provided that 24 hours notice is given to the employee of such a change.
- 5.14 Should an employee receive insufficient notice as to a variation to their rostered hours of duty in accordance with subclause 5.13, the employee shall receive payment at overtime rates for all hours which represent the difference between the hours of duty originally rostered and those being requested of the employee or time in lieu of payment of overtime calculated in accordance with Clause 6, Overtime.

6. Overtime

- 6.1 Overtime refers to:
 - (a) all hours of duty undertaken during a four week roster cycle in excess of 152; or
 - (b) all hours of duty undertaken on days which are in excess of 10 in any fortnight (i.e.: eleventh, twelfth, thirteenth or fourteenth days rostered in a fortnight); or
 - (c) hours undertaken on the twentieth day of rostered duty in a roster cycle; or
 - (d) hours undertaken beyond the hours of duty rostered on a particular day.
- 6.2 Subject to subclause 6.3, an employee may be required to work reasonable overtime at overtime rates.

- 6.3 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 6.4 For the purposes of subclause 6.3, what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.
- 6.5 Overtime shall be paid to employees at the rate equivalent to double that of the substantive hourly rate of pay calculated by dividing the weekly rate of pay (i.e.: annual salary divided by 52.17857) by 38.
- 6.6 An employee may elect to take leave in lieu of payment for all or part of his/her entitlement in respect to the overtime worked. Such leave in lieu may be accrued to a maximum of 80 hours to be utilised at a time convenient to both the employee and the Department.
- 6.7 Leave in lieu of payment in accordance with subclause 6.6 shall accrue at the rate of two hours for each hour's overtime undertaken and proportionately for periods of less than one hour. Proportions of overtime of less than 15 minutes shall be disregarded in determining the amount of accrued leave in lieu.
- 6.8 The minimum period of leave in lieu to which an employee may avail themselves is two hours and shall be taken in full hour multiples.
- 6.9 Any overtime accrued beyond the maximum prescribed at subclause 6.6, shall be automatically paid to the employee.
- 6.10 Managers and employees should make every effort to ensure leave in lieu entitlements are utilised prior to the termination of services. Payment for outstanding leave in lieu balances will only be made on the termination of the employee's services in exceptional circumstances, such as death or debilitating injury or illness, that result in the sudden and early termination of the contract.

7. Leave

- 7.1 Leave entitlements shall be calculated in hours based on general public service leave provisions.
- 7.2 All absences from duty shall be determined based on the actual number of hours an employee is absent from duty and debited in two hourly proportions.
- 7.3 Absences from duty which do not total complete two hour portions shall be rounded up to the nearest two hour portion for the purposes of debiting leave.

8. Weekends and Public Holidays

- 8.1 Employees who undertake duty on Saturdays, Sundays or Public Holidays shall receive compensation of additional recreation leave based on the following scale:

Number of Saturdays, Sundays and/or Public Holidays worked in a twelve month period	Additional Leave
8 - 12	1 day
13 - 20	2 days
21 - 30	3 days

31 - 40	4 days
41 or more	5 days

- 8.2 The number of days to be worked to entitle an employee to accrue additional recreation leave shall refer to the actual number of days an employee is required to undertake duty on either a Saturday, Sunday or Public Holiday irrespective of the number of hours an employee is required to perform on those days.
- 8.3 For the purposes of this clause the 12 month period shall commence from the effective date of this award.
- 8.4 Employees may only be rostered on duty on Public Holidays where client demand necessitates the need for them to be on duty.
- 8.5 For the purposes of rostering, Public Holidays shall be credited as 8 hours if an employee is not required to attend for duty or is required for duty for a period of less than 8 hours on that day. Should an employee be required to work on a Public Holiday for 8 hours or more, the actual hours of duty on that day shall be credited against the roster.
- 8.6 Employees who are required to undertake duty on a Saturday, Sunday or Public Holiday shall not be entitled to any additional payment.

9. Higher Duties Allowance

- 9.1 Higher duties allowance is only payable to employees required to relieve in classifications of a higher salary level for a period of 5 consecutive working days or more in accordance with the provisions of Part 5 Division 2 Higher Duties and Acting Allowances of the Public Sector Employment and Management (General) Regulation 1996.

10. Public Service Holiday

- 10.1 All employees shall be entitled to receive one day off duty each year recognised as the Public Service Holiday.
- 10.2 The Public Service Holiday shall be any one of the calendar days which fall within the last calendar fortnight of each year and shall be considered as being an 8 hour day for the purposes of credit toward the 152 hour 4-week roster cycle.
- 10.3 Determination of the day to be granted to an employee as a Public Service Holiday shall be at the General Manager's discretion.
- 10.4 Employees shall be advised as to the day on which their Public Service Holiday is to be granted by no later than 1 December of each year.
- 10.5 Public Service Holiday provided for in this clause shall be in lieu of all picnic days provided for under industrial instruments governing employees covered by this award.

11. Annual Leave Loading

- 11.1 Total salary rates provided for by the terms of this award incorporate payment for annual leave loading.

12. Utilisation of Staff

- 12.1 Employees may be required, at the direction of the General Manager, to undertake duties of a Services Officer.
- 12.2 The discretion of the General Manager to utilise staff in accordance with subclause 12.1 shall only be used in situations where demand requires.

- 12.3 No employee shall be required to undertake functions of a Services Officer for which the employee has not been sufficiently instructed or in the absence of supervision from an appropriately trained person.
- 12.4 Employees shall not unreasonably refuse to undertake training and/or instruction in roles and responsibilities of the role of Catering Officer or Services Officer.

13. Uniforms

- 13.1 Employees shall be provided with uniforms so as each employee has the following articles available to them:
- 4 pairs of pants;
 - 4 aprons;
 - 4 jackets; and
 - 2 pairs of shoes
- 13.2 Articles of clothing provided in accordance with subclause 13.1 shall be replaced upon that particular article of clothing being deemed as unserviceable. The discretion as to the replacement of the article of clothing shall be that of the General Manager.

14. Grievance and Dispute Settling Procedures

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 The Department Head may refer the matter to the Director of Public Employment for consideration.
- 14.7 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.
- 14.8 An employee, at any stage, may request to be represented by the Association.
- 14.9 The employee or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

- 14.10 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.
- 14.11 Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

15. Consultative Committee

- 15.1 The parties will use the Department's Joint Consultative Committee to consider issues raised in relation to the Award and to recommend action if necessary. The parties agree to consider issues in a consultative and cooperative manner.
- 15.2 Recommendations from the Committee will be submitted to the Director-General with a request for a report back to the Committee.

16. Anti-Discrimination

- 16.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 16.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed 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.
- 16.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or as been involved in a complaint of unlawful discrimination or harassment.
- 16.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 16.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

17. Area, Incidence and Duration

- 17.1 This award shall apply to all employees employed for the purposes of cooking and general catering responsibilities in Centres and Academies of the Department of the Arts, Sport and Recreation.
- 17.2 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 as provided for under the *Public Sector Employment and Management Act 2002* and Regulations and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and the Crown Employees (Public Sector - Salaries 2007) Award or any replacement awards.
- 17.3 This award is made following a review under Section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Catering Officers - Department of Tourism Sport and Recreation) Award published 23 April 2004 (344 I.G. 101) and all variations thereof.
- 17.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles of Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) and take effect 31 July 2007.
- 17.5 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

Effective from first full pay period after 1 July 2007				
Level	Base Salary Per Annum \$	Loading Per Annum \$	Total Salary Per Annum \$	Total Hourly Salary Rate \$
1	32,995	9,898	42,893	21.63
2	34,038	10,212	44,250	22.32
3	35,063	10,519	45,582	22.99
4	36,194	10,859	47,053	23.73
5	37,474	11,243	48,717	24.57

Table 2 - Academy Allowance

	Rates Effective from first full pay period after 1 July 2007	
	Annual \$	Hourly \$
Senior Catering Officer	3,749	1.89
Catering Officer	1,809	0.91

APPENDIX 1

Competencies

Level 1 - Competent in the following aspects of catering:

- (i) Knowledge of cleaning chemicals and their application.
- (ii) Knowledge of basic nutrition.
- (iii) Knowledge of food storage and handling procedures.

- (iv) Knowledge of kitchen and personal hygiene.
- (v) Knowledge of kitchen management and safety.
- (vi) Knowledge of catering equipment and an ability to utilise and operate such equipment.
- (vii) Basic knowledge of Equal Employment Opportunity and Occupational Health and Safety Acts.

Level 2 - In addition to the competency requirements of Level 1, competent in the following aspects of catering:

- (i) Ability to oversee stock control and arrange ordering of all food items as required.
- (ii) Knowledge of portion control.
- (iii) Ability to carry out menu planning.
- (iv) Basic knowledge of the Health Act and its relationship to kitchen operation.
- (v) Commitment to Equal Employment Opportunity principles; or
a minimum of 5 years service within a Centre/Academy or equivalent experience and where, in accordance with the staff appraisal process, performance warrants such salary.

Level 3 - in addition to the competency requirements of Level 2, competent in the following aspects of catering:

- (i) Ability to undertake pastry cooking, butchery or other specialised cookery functions as considered appropriate.
- (ii) Ability to organise and undertake catering for functions such as weddings, dinner nights, etc.
- (iii) Ability to perform decoration with regard to food presentation.
- (iv) Ability to cater for special dietary needs. or
a minimum of 10 years service within a Centre/Academy or equivalent experience and where, in accordance with the staff appraisal process, performance warrants such salary.

APPENDIX 2

Centre and Academy Locations

Berry Sport and Recreation Centre
BERRY 2535

Borambola Sport and Recreation Centre
660A Tarcutta Road
WAGGA WAGGA 2650

Broken Bay Sport and Recreation Centre
BROOKLYN 2083

Lake Ainsworth Sport and Recreation Centre
LENNOX HEAD 2478

Lake Burrendong Sport and Recreation Centre
MUMBIL 2820

Jindabyne Sport and Recreation Centre
JINDABYNE 2627

Lake Keepit Sport and Recreation Centre
GUNNEDAH 2380

Milson Island Sport and Recreation Centre
BROOKLYN 2083

Myuna Bay Sport and Recreation Centre
DORA CREEK 2264

Point Wolstoncroft Sport and Recreation Centre
GWANDALAN 2259

Sydney Academy of Sport
Wakehurst Parkway
NARRABEEN2101

APPENDIX 3

- (i) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (a) The Department Head must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (A) the employee or employee's spouse is pregnant; or
- (B) the employee is or has been immediately absent on parental leave.
- The rights of an employer in relation to engagement and reengagement of casual employees are not affected, other than in accordance with this clause.
- (ii) Personal Carers entitlement for casual employees
- (a) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (iii) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
- (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (d) The casual employee shall, if required,
 - (A) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (B) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (e) The casual employee employed must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.
- (iii) A family member for the purposes of (ii) (a) above is:
- (a) a spouse of the employee; or
 - (b) a de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or a relative of the employee who is a member of the same household, where for the purposes of this definition:
 - "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
 - "household" means a family group living in the same domestic dwelling.

(iv) Bereavement entitlements for casual employees

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

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

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (DEPARTMENT OF THE ARTS, SPORT AND RECREATION - SERVICES OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 583 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties
4.	Objects of the Award
5.	Temporary and Casual Employees
6.	Salaries
7.	Uniforms and Laundry Allowance
8.	Hours of Duty
9.	Overtime
10.	Leave
11.	Weekends and Public Holidays
12.	Higher Duties Allowance
13.	Public Service Holiday
14.	Annual Leave Loading
15.	Flexible Use of Staff
16.	Anti Discrimination
17.	Occupational Health and Safety
18.	Grievance and Dispute Settling Procedures
19.	Deduction of Union Membership Fees
20.	Consultative Committee
21.	Transitional Arrangements
22.	Area, Incidence and Duration

Schedules

1. Centre Locations
2. Services Officer Competencies
3. Assistant Services Officer Competencies

PART B

MONETARY RATES

1. Table 1 - Salary scale for Services Officers prior to competency attainment
2. Table 2 - Salary scale for Services Officers after competency attainment

3. Table 3 - Salary Scale for Assistant Services Officers

ANNEXURE A

PART A**1. Title**

This Award will be known as the Crown Employees (Department of the Arts, Sport and Recreation - Services Officers) Award.

2. Definitions

"Association/PSA" - Means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

"Assistant Services Officer" - Means employees performing work previously performed by the classifications of Gatekeeper, Kiosk Attendant, Kiosk Supervisor, Pool Attendant, Housekeeper and Residential Assistant.

"Centre" - Means a Departmental establishment or site as listed at Schedule 1. It also includes any place designated as part of, or as an annex to, such an establishment.

"Director-General" - Means the Director-General of the Department of the Arts, Sport and Recreation.

"Department/DASR" - Means the NSW Department of the Arts, Sport and Recreation.

"Emergency" - Means any major and unexpected change in client demand; a sudden staff shortage that could not have been planned for; a major climatic disturbance or other incident that has a significant effect on the safety of clients, staff or structures.

"Employee" - Means all persons, including officers permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002*, or any legislation which repeals and replaces the Act, and who as at the operative date of this Award were occupying one of the positions covered by this Award, or who, after that date, are appointed to or employed in any such position.

"Manager" - Means a person occupying a position of General Manager or Venue Manager within a Centre.

"Service" - Means continuous service with the Department.

3. Parties

3.1 This award has been made between the following parties:

Director of Public Employment

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

Department of the Arts, Sport and Recreation

4. Objects of the Award

4.1 DASR and the employees covered by this Award are committed to working together to ensure a healthy and safe working environment.

4.2 DASR will provide adequate occupational health and safety training and systems to support this objective. Employees will cooperate in undertaking that training and applying their knowledge in their duties.

- 4.3 DASR will provide the means, including training in alternative techniques and products, to ensure that employees apply environmentally sound practices in carrying out their duties.
- 4.4 DASR and its employees recognise that flexibility and continuous improvement are necessary for the organisation to provide excellent client service. This ability to adjust to the changing needs of customers and competition within the industry will enhance the organisation's reputation; underpin job security and support the viability of the organisation's business. Employees under this award are an important part of the Centre support team. They apply their skills flexibly and play a critical role in ensuring that the Department's assets are protected and maintained and that our Centres are safe, welcoming and attractive.
- 4.5 DASR will provide opportunities for employees to develop their skills and undertakes to pay for those skills in accordance with the competency framework and organisational need. DASR will assist employees to record their achievements and qualifications in a portfolio. This will provide employees with a tangible record of their skills that may be used to further their career development and employment opportunities. In turn employees undertake to develop and apply their skills to the best of their ability.
- 4.6 DASR and its employees are committed to fostering an excellent quality of working life and fair employment practices. DASR undertakes to assist employees to balance work and family responsibilities in keeping with its objective of being an employer of choice.
- 4.7 DASR and its employees value teamwork, open communications and a harmonious workplace and undertake to work together in a spirit of cooperation.

5. Temporary and Casual Employees

- 5.1 A temporary employee is one engaged to undertake the duties covered by this award under section 27 of the *Public Sector Employment and Management Act 2002*.
- 5.2 A temporary employee may be employed to undertake work for a regular fixed period to carry out a project or task, to undertake the duties of a vacant position, to provide additional assistance, or for any other reasons that is consistent with section 27(3) of the *Public Sector Employment and Management Act 2002*.
- 5.3 Temporary employees will receive a salary commensurate with the individual's level of knowledge and experience as determined by the Manager in accordance with rates provided at Tables 1, 2 or 3 of Part B, Monetary Rates.
- 5.4 A casual employee is one engaged to undertake the duties covered by this award under section 38 of the *Public Sector Employment and Management Act 2002*.
- 5.5 A casual employee may be employed to undertake work on an hourly basis to carry out work that is irregular, intermittent, short term, urgent or arising from an emergency or for any other reason that is consistent with section 38(3) of the *Public Sector Employment and Management Act 2002*.
- 5.6 Casual employees will receive a salary commensurate with the individual's level of knowledge and experience as determined by the Manager in accordance with the hourly rates provided at Tables 1, 2 or 3 of Part B, Monetary Rates, and will receive a 15% loading during the period of employment. At the completion of the employment period, the casual employee will also be paid 4/48th of ordinary pay earned during their period of employment in lieu of annual leave benefits.
- 5.7 Casuals shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006:
 - (a) Unpaid parental leave in accordance with paragraph 12(iv)(d);
 - (b) Personal Carer's entitlement in accordance with subclause 12(v); and

- (c) Bereavement entitlement in accordance with subclause 12(vi).

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

6. Salaries

- 6.1 Salary rates are specified at Part B, Monetary Rates.
- 6.2 Salary rates in this award are set in accordance with the Crown Employees (Public Sector - Salaries 2007) Award or any variation or replacement award.
- 6.3 The salary rates referred to in Part B, Monetary Rates represent an all-inclusive salary excluding the payment of overtime. The annual salary incorporates compensation for all of the following:
- Machinery allowance;
 - Penalty rates;
 - Qualifications allowance
 - Tool allowance; (all tools required are provided by the Department)
 - Night work allowance;
 - Annual leave loading
- 6.4 Services Officer salary levels will be determined in accordance with the competency structure outlined at Schedule 2.
- 6.4.1 New appointees to the Department will be appointed on probation in accordance with section 23 of the *Public Sector Employment and Management Act 2002*.
- 6.4.2 New appointees will be appointed at a salary commensurate with their skills, experience and qualifications as determined by the Manager, in accordance with the rates provided at Part B, Monetary Rates, Table 1 (Services Officers) and Table 3 (Assistant Services Officers).
- 6.4.3 New appointees will be assessed within 3 months of appointment against the competencies required for the level to which they were appointed. Services Officers who are assessed as competent at the level to which they were appointed will receive the salary rate specified at Part B, Monetary Rates, Table 2 (Services Officers) from the date of assessment. If this assessment is not completed within 3 months of the initial date of appointment but the Officer is later assessed as meeting the required competencies, payment at the post-competency rate will be backdated to 3 months from the date of initial appointment.
- 6.4.4 Services Officers and Assistant Service Officers who are assessed as not possessing the competencies required for the level to which they are appointed will be provided with a written report within 2 weeks of the assessment which will state which competencies they have not attained and specify further training and development required. The staff member will be advised that a further assessment will be conducted within 6 months of appointment. Services Officers who are subsequently assessed as competent at the level to which they were appointed will receive the salary rate specified at Part B, Monetary Rates, Table 2 (Services Officers) from the date of assessment.
- 6.4.5 Services Officers who are assessed as not being fully competent at any of the Services Officer Levels and Assistant Services Officers who are assessed as not fully competent at the level they were appointed to at the six month assessment may have their appointment annulled in accordance with section 23 of the *Public Sector Employment and Management Act 2002*.
- 6.4.6 Employees appointed on probation to positions classified as Services Officer (Groundsperson) or Services Officer (Gardener) must possess an appropriate trade certificate and will be remunerated at Services Officer Level 4 at the rate specified at Part B, Monetary Rates Table 1. New appointees will be required to demonstrate the essential competencies required for Services Officer Level 1 at which time they will be remunerated at the rate specified for Services Officer Level 4, at Part B, Monetary Rates Table 2.

- 6.4.7 New appointees to Services Officer (Groundsperson) and Service Officer (Gardener) positions will be assessed within three months of appointment. Services Officer (Groundsperson) and Service Officer (Gardeners) who are assessed as not possessing the competencies required will be provided with a written report within two weeks of the assessment which will state which competencies they have not attained and specify the training and development required. The employee will be advised that a further assessment will be conducted within six months of appointment. Services Officers appointed to these positions who are not assessed as fully competent may have their appointment annulled in accordance with section 23 of the *Public Sector Employment and Management Act 2002*.
- 6.4.8 The Department will provide new appointees with training and development to support the attainment of competencies prescribed for the level at which they were appointed. The provisions of subclause 4.5 will also apply to new appointees.
- 6.4.9 Temporary employees engaged for 3 months or less will not be required to undertake competency assessment and will be remunerated in accordance with subclauses 5.3 or 5.4. Temporary employees whose period of employment is extended beyond 3 months will be required to undertake competency assessment for the level at which they are employed.
- 6.5 Services Officer Competency Progression
- 6.5.1 Assessment will be held on the anniversary of the initial employment, unless another date is agreed upon by the employee and Manager with the approval of the appropriate Director, for reasons of equity, client demand or safety.
- 6.5.2 Assessment will be undertaken by a member/s of management or staff who have completed the Plan, Conduct and Review Assessment modules of the Certificate IV Workplace Assessment and Trainers qualification, with the assistance of an independent subject expert if required. The assessor/s will not be an employee of the same Centre as the employee to be assessed.
- 6.5.3 A list of the competencies is attached at Schedule 2.
- 6.5.4 The recommendation of the assessor/s will be provided to and discussed with the employee before being submitted to the Manager for approval.
- 6.5.5 If progression is recommended, the Manager will approve progression from the date the assessment was held provided the employee's manager has also certified that his/her work performance is satisfactory.
- 6.5.6 If there is a dispute over the recommendation, the matter should be handled according to the Grievance Handling and Dispute Settling Procedure in this Award.
- 6.5.7 If progression is not recommended, the employee will be provided with a written report within 2 weeks of the assessment indicating what further development or training is required. A further assessment will be held within 6 months with the employee's agreement. No more than 3 assessments are to be held each year for the one employee.
- 6.5.8 Where the competency is to be assessed by a relevant certificate the Department will pay for the training and the renewal of certificate if the competency is required at the employee's current Centre.
- 6.5.9 Progression of employees classified and known as Assistant Services Officers Level 1 and 2 including officers previously called Residential Assistant; Housekeeper; Kiosk Attendant; Pool Attendant and Gatekeeper, will be by merit selection to an available vacancy.
- 6.5.10 Employees classified under this Award as Groundspersons or Gardeners must possess an appropriate trade certificate and will also be required to meet Level 1 essential competencies listed in Schedule 2. Employees under this classification will be appointed by merit selection to an available vacancy and will be remunerated at Services Officer Level 4.

7. Uniforms and Laundry Allowance

- 7.1 Uniforms will be provided and replaced in accordance with the Department's Uniform Policy.
- 7.2 A laundry allowance will be paid fortnightly to the employee at the rate specified in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any replacement Award at Item 15 of Table 1 - Allowances, of Part B, Monetary Rates.

8. Hours of Duty

- 8.1 Employees are required to work 152 hours over a period of four weeks.
- 8.2 A minimum of 4 hours and a maximum of 12 hours will be required to be worked on any given day, excluding meal breaks.
- 8.3 Hours of duty will not be restricted to specific hours of the day. However, hours of duty will be generally undertaken between 6.00 am and 7.00 pm. Hours to be worked outside of these times will be rostered or requested to be undertaken only when management considers it necessary to meet actual client demand.
- 8.4 Employees will not be rostered for more than two consecutive shifts exceeding 10 hours each. Employees will be rostered for no more than six shifts exceeding 10 hours each in any four-week roster cycle.
- 8.5 Employees will not be rostered for more than 10 days in either the first or second fortnight of the four-week roster period. Nor will they be rostered for more than 7 consecutive days over any period. Employees will be rostered off duty for a minimum of 9 days during any roster cycle. Employees will be rostered off duty for a minimum of two consecutive days in both the first and second fortnights of the four-week roster period.
- 8.6 Employees are not permitted to work more than five consecutive hours without taking a break from duty of not less than thirty minutes. This break from duty is not a paid break.
- 8.7 Hours of duty are to be determined by a roster that must be displayed in an area available to all employees no less than 7 days before the beginning of the four-week roster cycle.
- 8.8 Rostered hours of duty may be required on any day of the week including Saturdays, Sundays and Public Holidays. Employees will not be rostered for duty on more than two weekends in any four-week roster cycle.
- 8.9 The distribution of weekend, Public Holiday and out-of-hours work will be allocated equitably between all employees subject to the ability of the Centre to meet client demand.
- 8.10 In emergencies, rosters may be varied by the Manager or Service Co-ordinator, provided that 24 hours' notice is given to the employee.
- 8.11 If an employee's rostered hours of duty are varied with insufficient notice, as required by subclause 8.7, the employee will receive payment at the rate of double time for all hours which represent the difference between the hours of duty originally rostered and those being requested of the employee. The employee may choose to take time in lieu of payment of overtime.
- 8.12 Local arrangements to apply at particular Centres may be negotiated between an employee and the Manager or Service Co-ordinator. All local arrangements must be documented and approved by the relevant Director. The PSA will be informed about permanent or long-term arrangements.
- 8.13 Employees are entitled to a minimum 10 hour break from duty between the end of one shift and the beginning of the next. If such a break is not provided, the employee is entitled to receive payment at overtime rates as calculated in accordance with Clause 9 for all work undertaken until a 10 hour break can be provided.

9. Overtime

- 9.1 Overtime refers to:
- (a) hours of duty undertaken during a four week roster cycle in excess of 152;
 - (b) hours of duty undertaken on days which are in excess of 10 days in any fortnight (ie: the eleventh, twelfth, thirteenth or fourteenth days rostered in a fortnight);
 - (c) hours undertaken on the twentieth day of rostered duty in a roster cycle;
 - (d) hours undertaken beyond the hours of duty rostered on a particular day;
 - (e) hours undertaken on any consecutive days worked in excess of 10 days until such time as a break in duty occurs of a minimum of one full day.
- 9.2 Overtime will be paid to employees at double the ordinary hourly rate. This is calculated by dividing the weekly rate of pay (i.e.: annual salary divided by 52.17857) by 38.
- 9.3 Overtime will be paid in the first available pay period following the end of the roster cycle.
- 9.4 An employee may choose to take leave in lieu of payment for all or part of his/her overtime entitlement. Leave in lieu may be accrued to a maximum of 80 hours and is to be taken at a time convenient to both the employee and the Department.
- 9.5 Leave in lieu of payment in accordance with subclause 9.4 will accrue at the rate of two hours for each hour overtime undertaken and proportionately for periods of less than one hour. Proportions of overtime of less than 15 minutes will be disregarded in determining the amount of accrued leave in lieu.
- 9.6 The minimum period of leave in lieu that an employee can take is two hours. Leave in lieu must be taken in full-hour multiples.
- 9.7 Any overtime accrued beyond 80 hours will be automatically paid to the employee.
- 9.8 Managers and employees should make every effort to ensure leave in lieu entitlements are utilised prior to the termination of services. Payment for outstanding leave in lieu balances will only be made on the termination of the employee's services in exceptional circumstances, such as death or debilitating injury or illness, that result in the sudden and early termination of the contract.

10. Leave

- 10.1 Leave entitlements will be calculated in hours based on general Public Service leave provisions included in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.
- 10.2 All absences from duty will be determined based on the actual number of hours an employee is absent from duty and debited in multiples of two hours. Absences from duty, which do not total a multiple of two hours, will be rounded up to the nearest multiple of two hours for the purposes of debiting leave.

11. Weekends and Public Holidays

- 11.1 Employees who undertake duty on Saturdays, Sundays or Public Holidays will receive compensation of additional recreation leave based on the following scale:

Number of Saturdays, Sundays and/or Public Holidays worked in the year 1 December to 30 November	Additional Leave
8 - 12	1 day
13 - 20	2 days
21 - 30	3 days

31 - 40	4 days
41 or more	5 days

- 11.2 The number of days to be worked to entitle an employee to accrue additional recreation leave refers to the actual number of days the employee is required to undertake duty on either a Saturday, Sunday or Public Holiday. It is irrelevant how many hours the employee is required to perform on those days.
- 11.3 For the purposes of rostering, Public Holidays will be credited as 8 hours even if an employee is not required to attend for duty or is required for duty for less than 8 hours on that day. If an employee is required to work on a Public Holiday for more than 8 hours, the actual hours of duty on that day will be credited against the roster.
- 11.4 Employees required to undertake work on weekends and/or Public Holidays are also entitled to the following additional salary entitlements:

Number of Saturdays, Sundays and Public Holidays Worked in the year 1 December to 30 November	Additional Salary Entitlement %
5 - 9	½
10 - 14	1
15 - 19	1 ½
20 - 24	2
25 - 29	2 ½
30 - 34	3
35 - 39	3 ½%
40 - 44	4
45 - 49	4 ½
50 or more	5

- 11.5 Accrued leave entitlements will be made available to employees on an annual basis on 1 December of each year. Accrued salary entitlements under this clause will be paid to employees in the first available pay period after 1 December each year or the first available pay after a quarterly claim has been lodged.

12. Higher Duties Allowance

- 12.1 The provisions contained in Part 5 Division 2 Higher Duties and Acting Allowances of the Public Sector Employment and Management (General) Regulation 1996, or the relevant provisions of any legislation or regulation that repeal or replace the Regulation, will apply to employees who relieve in classifications of a higher salary level.
- 12.2 An employee who relieves in another position and satisfactorily performs all the duties and assumes all the responsibilities will be paid, by higher duties allowance, the difference between their current salary and the salary they would be paid if appointed to the relief position.
- 12.3 An employee who does not perform the whole of the duties or assume all the responsibilities of the relief position will be paid a proportion of the higher duties allowance. The amount of the allowance will be determined by the Manager.
- 12.4 Higher duties allowance will not be paid if the period of relief is less than 5 working days or for periods of leave exceeding 5 working days.

13. Public Service Holiday

- 13.1 All employees will be entitled to receive one day off duty each year as the "Public Service Holiday".
- 13.2 The Public Service Holiday will be any one of the calendar days that fall within the last calendar fortnight of each year and will be considered to be an 8-hour day to be credited towards the 152-hour, 4-week roster cycle.

- 13.3 The Manager will determine which day is to be granted to an employee as a Public Service Holiday.
- 13.4 Employees will be advised of the date of the Public Service Holiday no later than 1 December each year.
- 13.5 The Public Service Holiday provided for in this clause is in lieu of all picnic days provided for under any other industrial instruments.

14. Annual Leave Loading

- 14.1 Total salary rates provided for by this Award incorporate annual leave loading of 17.5% of four weeks' pay at the employee's annual salary or equivalent.

15. Flexible Use of Staff

- 15.1 Employees may be required, at the direction of the Manager or Service Co-ordinator, to undertake general kitchen duties.
- 15.2 The discretion of management to use staff in accordance with subclause 15.1 will be used only in situations where client demand requires it.
- 15.3 No employee will be required to undertake kitchen duties unless they have been sufficiently instructed or are supervised by an appropriately trained person.
- 15.4 An employee's place of work may be changed from one Centre to another on a temporary basis for reasons of skills transfer, to meet seasonal or unexpected client demand, emergency or at the employee's request.
- 15.5 If a Centre is closed due to seasonal demand, or is temporarily not providing services for reasons of emergency, employees may be asked either to temporarily relocate to another Centre for up to one roster period with extension available with mutual agreement or, alternatively, to take accrued leave.
- 15.6 Subclauses 15.4 and 15.5 will be subject to consultation with the employee and personal circumstances will be taken into account.
- 15.7 Travelling compensation for employees who are temporarily relocated is governed by clauses 26-35 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

16. Anti-Discrimination

- 16.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 16.2 It follows that in fulfilling their obligations under the Grievance and Dispute Resolution Procedures prescribed by this Award at Clause 18 the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 16.3 Under the *Anti-Discrimination Act 1977* it is unlawful to victimise an employee because the employee has made or may make, or has been involved in, a complaint of unlawful discrimination or harassment.
- 16.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;

- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

16.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

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

17. Occupational Health and Safety

17.1 The Department is committed to providing a safe and healthy workplace. The Department will ensure that no employee is requested to perform work for which she/he is not adequately trained. The Department will provide training in all required aspects of chemicals handling, use of machinery, manual handling and other aspects of work integral to the duties to be carried out.

18. Grievance and Dispute Settling Procedures

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 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.
- 18.5 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.
- 18.6 The Department Head may refer the matter to the Director of Public Employment for consideration.
- 18.7 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.
- 18.8 An employee, at any stage, may request to be represented by the Association.

- 18.9 The employee or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 18.10 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.
- 18.11 Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

19. Deduction of Union Membership Fees

- 19.1 The Association will provide the Department with a schedule setting out fortnightly union membership fees payable by members of the union in accordance with the union's rules.
- 19.2 The Association will advise the Department of any change to the amount of fortnightly union membership fees made under its rules. Any variation to the schedule of fortnightly union membership fees payable will be provided to the Department at least one month in advance of the variation taking effect.
- 19.3 Subject to 19.1 and 19.2, the Department will deduct union fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Department to make such deductions.
- 19.4 These deductions from an employee's pay will be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to the employee's union membership accounts.
- 19.5 Unless the Department and the Association agree to other arrangements, all union membership fees will be deducted on a fortnightly basis.
- 19.6 Where an employee has already authorised the deduction of union membership fees from his or her pay before this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

20. Consultative Committee

- 20.1 The parties will use the Department's Joint Consultative Committee to consider issues raised in relation to the Award and to recommend action if necessary. The parties agree to consider issues in a consultative and cooperative manner.
- 20.2 Recommendations from the Committee will be submitted to the Director-General with a request for a report back to the Committee.

21. Transitional Arrangements

- 21.1 No Transitional Arrangements have current effect, the period for transition of employees from the Department of Sport, Recreation and Racing Centre Support Officers Enterprise Agreement 1994 having expired.

22. Area, Incidence and Duration

- 22.1 This award will apply to all employees employed for the purposes of providing general services to Centres.

- 22.2 The employees regulated by this award will 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 by the *Public Sector Employment and Management Act 2002* and Regulation 1996, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and the Crown Employees (Public Sector - Salaries 2007) Award or any replacement awards.
- 22.3 This Award replaced the Department of Sport, Recreation and Racing Centre Support Officers Enterprise Agreement 1994.
- 22.4 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Service Officers - Department of Tourism, Sport and Recreation) Award published 2 May 2003 (339 I.G. 296) and all variation thereof.
- 22.5 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 31 July 2007.
- 22.6 The award remains in force until varied or rescinded, the period for which it was made having already expired.

SCHEDULE 1

Centre Locations

Addresses at which the Enterprise is carried out:

Berry Sport and Recreation Centre
660 Coolangatta Road
BERRY NSW 2535

Borambola Sport and Recreation Centre
1980 Sturt Highway
WAGGA WAGGA NSW 2650

Broken Bay Sport and Recreation Centre
BROOKLYN NSW 2083

Lake Ainsworth Sport and Recreation Centre
Pacific Parade
LENNOX HEAD NSW 2478

Lake Burrendong Sport and Recreation Centre
Tara Road
MUMBIL NSW 2820

Jindabyne Sport and Recreation Centre
The Barry Way
JINDABYNE NSW 2627

Lake Keepit Sport and Recreation Centre
Fitness Camp Road
GUNNEDAH NSW 2380

Milson Island Sport and Recreation Centre
BROOKLYN NSW 2083

Myuna Bay Sport and Recreation Centre
Main Road
DORA CREEK NSW 2264

Point Wolstoncroft Sport and Recreation Centre
Kanangra Drive
GWANDALAN NSW 2259

Sydney Academy of Sport and Recreation
Wakehurst Parkway
NARRABEEN NSW 2101

Sydney International Equestrian Centre
Wallgrove Road
HORSLEY PARK NSW 2164

Sydney International Shooting Centre
Elizabeth Drive
CECIL PARK NSW 2171

SCHEDULE 2

Services Officer Competencies

Services Officer - Level 1

*Services Officer (Groundsperson)

*Services Officer (Gardener)

Officers must possess all essentials plus 2 Additional competencies

Key Task	Competency Required	Competency/Measurement
Essential Requirements		
1. Drive Motor Vehicles	Ability to operate general Centre vehicles Including the recording of usage	Must hold a Class C drivers licence
2. Understanding of OH&S	An ability to perform tasks/duties required at this level to OH&S regulations.	Demonstrated ability to follow safe work practices consistent with appropriate guidelines.
3. Basic Grounds and Workplace Maintenance using minor plant	An ability to perform duties to OH&S regulations and Departmental policy and procedure requirements.	Demonstrated ability to: - Maintain playing fields including marking; - Maintain existing gardens - Undertake mowing and brush cutting using minor plant to manufacturer's specifications including refuelling and usage recording - Utilise and maintain basic irrigation equipment - Maintain drainage systems including sewer and storm water blockages.
4. Minor Building Maintenance	An ability to perform duties to OH&S regulations.	Demonstrated ability in areas such as: - Repairing and maintaining flyscreens - Maintaining light bulbs and fluorescent tubes - Building cleaning not covered by contracted services (eg. spillage)

5. Handling of Goods and Stores	An ability to perform duties to OH&S regulations and Departmental policy and procedure requirements.	Demonstrated ability to: - Transport materials and equipment - Lift and handle goods and stores in a safe manner (manual handling)
6. Awareness of the Department's Child Protection Policy	An ability to work in a manner consistent with the principles and guidelines outlined in this policy.	Policy guidelines are read, understood and are followed. Departmental training in child protection is completed.
7. Work in a manner consistent with equity principles	An ability to work in a manner consistent with equity Principles.	Equity guidelines are followed.
8. Client Liaison	An ability to present a professional appearance and manner.	Demonstrates a consistent level of professional appearance and manner in all liaison and interaction with clients. Comply with Departmental uniform policies and guidelines.
9. Basic swimming pool maintenance	An ability to maintain and Supervise a swimming pool to institutional and small public pool level.	Undertake relevant modules of the TAFE Statement of Attainment Aquatic Operations, or an equivalent qualification.
Additional Requirements		
10. Fire management	An ability to assist in general fire and bush fire prevention and fire control.	Demonstrated ability to: - Implement reduction in fire fuel build up; - Use fire fighting equipment including pumps and fire extinguishers; - Use and maintain hydrants and fire hose reels. - Possess a knowledge of maintaining fire breaks.
11. First aid	Undertake St. John's Ambulance Certificate or equivalent.	Certification.
12. Power Tool Operation	Ability to utilise general power tools in a safe manner.	Knowledge of the safe operation and an ability to use a range of power tools such as drills, saws and sanders consistent with the requirements of day-to-day maintenance.
13. Catering	General knowledge of kitchen Operations and an ability to assist Catering Officers.	Knowledge of and ability to apply: - Basic food preparation; - Hygiene and waste disposal processes; - Food storage and handling; - Kitchen safety.
14. Maintenance of Minor Plant	An ability to maintain a range of Minor plant to operational level.	Can demonstrate an ability to undertake routine maintenance to ensure that minor plant is maintained in operational condition (eg. change mower blades).
15. Radio Operation (in Centres with radio systems)	Ability to operate radios as per Departmental and Australian Communications Authority protocols.	Knowledge of radio operation protocol and an ability to apply this knowledge to A satisfactory level.

*NOTE

Employees engaged as Services Officer (Gardener) and Services Officer (Groundsperson) are required to possess one of the following indicated qualifications (or an equivalent qualification) in addition to the competency requirements listed for Services Officer Level 1:

Services Officer (Gardener)	Horticulture Certificate III Horticulture (Landscape) Certificate III Horticulture (Parks and Gardens) Certificate III
Services Officer (Groundsperson)	Horticulture Certificate III Horticulture (Turf Management) Certificate III Services Officer- Level 2

Services Officer - Level 2

Officers must possess all Essentials from this and previous levels plus 2 Additional Competencies

Key Task	Competency Required	Competency/Measurement
Essential Requirements		
1. Power Tool Operation	Ability to utilise general power tools in a safe manner.	Knowledge of the safe operation and ability to use a range of power tools such as drills, saws and sanders consistent with the requirements of day- to-day maintenance.
2. Catering	General knowledge of kitchen operations and an ability to assist Catering Officers.	Knowledge of and ability to apply: - Basic food preparation; - Hygiene and waste disposal processes; - Food storage and handling; - Kitchen safety.
3. Radio Operation (in Centres with radio systems)	Ability to operate radios as per Departmental and Australian Communications Authority Protocols.	Knowledge of radio operation protocol and an ability to apply this knowledge.
4. Electrical	Ability to apply safety practices with regard to general electrical maintenance.	Demonstrate: - Knowledge of OHS guidelines in relation to electrical equipment - Ability to operate generators and replace fuses.
5. Minor plant maintenance	Ability to maintain a range of minor plant to specified guidelines and procedures.	Demonstrated ability to undertake routine maintenance.
Additional Requirements		
6. Fire management	An ability to assist in general fire and bushfire prevention and fire control.	Demonstrated ability to: - Implement reduction in fire fuel build up; - Use fire fighting equipment including pumps and fire extinguishers; - Use fire fighting vehicles and/or implements; - Use and maintain hydrants and fire hose reels; - Possess knowledge of establishing fire breaks.
7. First aid	Undertake St. John's Ambulance Certificate or equivalent.	Certification.
8. Administration (General)	Ability to maintain Administrative Records in relation to plant and other equipment.	Demonstrated understanding of the Department's administrative systems that relate to plant and equipment utilisation and an ability to use relevant systems.
9. Drive Power Boat	Ability to operate Departmental powered watercraft.	Hold a current Recreational boating licence where required.

10. Drive Motor Vehicles (Small bus or truck up to 8.0 tonne GVM - for Centres that have these vehicles)	Ability to drive Departmental bus (up to 30 passengers) or a truck with no more than two axles and a GVM of up to but not exceeding 8.0 tonnes.	Hold an appropriate current licence (Class LR) and demonstrate ability to drive a mini bus and/or truck.
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Services Officer- Level 3

Officers must possess all essentials from this and previous levels plus 7 Additional

Key Task	Competency Required	Competency/Measurement
Essential Requirements		
1. Basic building and construction maintenance	Ability to undertake general maintenance requirements on existing buildings and/or constructions within WorkCover guidelines.	Demonstrated ability to: <ul style="list-style-type: none"> - Carry out repairs to indoor and outdoor furnishings, sashes and doors; - Correctly prepare various surfaces for painting; - Paint/repaint buildings, fittings, furniture, marine equipment, etc; - Undertake minor sign writing work; - Replace, repair and extend fencing including safety fencing.
2. Plumbing and drainage maintenance	Ability to maintain existing plumbing and drainage facilities to OH&S regulations and Departmental policy and procedure requirements.	Demonstrated ability to: <ul style="list-style-type: none"> - Undertake repairs to taps, showers; - Clear blockages in toilet pans, urinals and sewer lines; - Read and record levels of water and/or gas
3. Basic road repairs	Ability to maintain existing road facilities.	Demonstrated ability to make minor repairs to roads and footpaths
4. First Aid	Undertake St. John's Ambulance Certificate or equivalent.	Certification.
5. Drive motor vehicles (Small Bus or truck up to 8.0 tonne GVM) - for Centres that have these vehicles.	Ability to drive Departmental bus (up to 30 passengers) or a truck with no more than two axles and a GVM of up to but not exceeding 8.0 tonnes.	Hold an appropriate current licence (Class LR) and demonstrate an ability to drive a mini bus and/or truck.
6. Operate tractors with power take-off Implements	Ability to operate tractors with Power Take Off Implements requirements.	Demonstrated ability to use tractors or other PTO equipment implements such as: <ul style="list-style-type: none"> - Spreaders and sprayers - Wood chippers - Post-hole digger - Roller mower/slasher - Cement mixer
Additional Requirements		
7. Fire management	An ability to assist in general fire and bushfire prevention and fire control.	Demonstrated ability to: <ul style="list-style-type: none"> - Implement reduction in fire fuel build up; - Use fire fighting equipment including pumps and fire extinguishers; - Use fire fighting vehicles and/or implements; - Use and maintain hydrants and fire hose reels; - Possess knowledge of establishing firebreaks.

8. Administration (General)	Ability to maintain administrative records in relation to plant and other equipment.	Demonstrated understanding of the Department's administrative systems that relate to plant and equipment utilisation and an ability to use relevant systems.
9. Drive Power Boat (for Centres that have powered watercraft)	Ability to operate Departmental powered watercraft.	Hold a current Recreational Boating licence where required.
10. Chainsaw operation	Ability to utilise and maintain a chainsaw in an effective and safe manner.	Certified ability to: - Complete an appropriate course of instruction in chainsaw operation; - Undertake chainsaw maintenance including sharpening.
11. Backhoe/Front End Loader Operation	Ability to operate a backhoe or a tractor with either a backhoe or front-end loader attachment requiring a WorkCover Authority permit.	Must hold a current WorkCover approved permit for the operation of a front-end loader, backhoe or backhoe attachments to a tractor.
12. Advanced road repairs	Ability to maintain existing road facilities.	Demonstrated ability to grade and maintain gravel roads including gutters, drainage and reforming.
13. Welding	Ability to apply basic welding skills.	Certified ability to: - Undertake silver and normal soldering; - Undertake repairs in plastic including repairs to canoes; - Undertake repairs in aluminium including repairs to boats
14. Elevated Work Platform (Scaffold) for Centres or Academies that have this equipment	Ability to use an elevated work platform in a safe and effective manner.	Hold a current WorkCover approved permit to operate an Elevated Work Platform.
15. Advanced Building and Construction Maintenance.	Ability to undertake advanced maintenance requirements on existing buildings and/or constructions within WorkCover guidelines	Demonstrated ability to; - Undertake repairs to all buildings including sheet roofing; - Undertake repairs to existing brickwork; - Undertake minor building demolition.
16. Plumbing and Drainage Maintenance	Ability to maintain plumbing and drainage facilities to OH&S regulations and Departmental policy and procedure requirements.	Demonstrated ability to: - Undertake repairs to cisterns, basins, water supply lines and urinals; - Inspect valves; - Install and maintain sprinkler/irrigation systems.
17. Resuscitation	Theoretical knowledge of Cardio Pulmonary Resuscitation (CPR) and ability to apply both with and without oxygen equipment.	Certification by the Royal Life Saving Society Australia (RLSSA) to advanced resuscitation level.
18. Greens Maintenance	Ability to maintain greens	Demonstrated; - Knowledge and ability to apply knowledge of golf course preparation and maintenance including green keeping. - Ability to undertake chemical treatment of golf course.

Services Officer - Level 4

Officers must possess all Essentials from this and previous levels plus 4 Additional

Key Task	Competency Required	Competency/Measurement
Essential Requirements		
1. Building and Construction	Ability to construct structures which do not require development applications.	Demonstrated ability to: <ul style="list-style-type: none"> - Construct simple structures including shade areas, sheds and seating; - Construct retaining walls; - Pour and finish paths, slabs and kerbing; - Undertake concrete formwork and reaper work; - Prepare for and lay paving; - Undertake repairs to all buildings including sheet roofing; - Undertake repairs to existing brickwork; - Undertake minor building demolition;
2. Plumbing and Drainage Maintenance	Ability to maintain existing plumbing and drainage facilities to OH&S regulations and Departmental policy and procedure requirements.	Demonstrated ability to: <ul style="list-style-type: none"> - Undertake repairs to cisterns, basins, water supply lines and urinals; - Inspect valves - Install and maintain sprinkler/irrigation systems
3. Fire Management	An ability to assist in fire prevention and fire control.	Demonstrated ability to: <ul style="list-style-type: none"> - Implement reduction in fire fuel build up; - Use fire fighting equipment including pumps and fire extinguishers; - Use and maintain hydrants and fire hose reels; - Implement reduction in fire fuel build up - Possess knowledge of establishing and maintaining firebreaks
4. Backhoe/Front End Loader Operation	Ability to operate a backhoe or a tractor with either a backhoe or front-end loader attachment requiring a WorkCover Authority permit.	Hold a current WorkCover approved permit for the operation of a front-end loader, backhoe or backhoe attachments to a tractor.
5. Chemical Handling	Knowledge of the safe storage, handling and use of chemicals.	Demonstrated knowledge of and ability to apply knowledge with regard to: <ul style="list-style-type: none"> - OH&S guidelines with regard to storage, handling and use of chemicals; - Materials for the control of domestic Pests - Herbicides for noxious weeds control; - Maintenance of water filtration and/or purification systems including the use of associated chemicals. <p>The employee must be certified in each of the areas outlined above.</p>
6. Drive Power Boat (for Centres that have registered powered water craft)	Ability to operate Departmental powered watercraft.	Must hold a current Recreational Boating licence where required.
7. Elevated Work Platform (Scaffold) for Centres that have this equipment	Ability to use an elevated work platform in a safe and effective manner.	Must hold a current WorkCover approved permit to operate an Elevated Work Platform.

Additional Requirements		
8. Administration (General)	Ability to maintain administrative records in relation to plant and other equipment.	Demonstrated understanding of the Department's administrative systems that relate to plant and equipment utilisation and an ability to use relevant systems.
9. Basic Cookery	Ability to undertake basic cookery in emergency situations or to assist Catering Officers.	Demonstrated application of basic cookery skills to a level satisfactory to the supervisor.
10. Resuscitation	Theoretical knowledge of Cardio Pulmonary Resuscitation (CPR) and ability to apply both with and without oxygen equipment.	Certification by the Royal Life Saving Society Australia (RLSSA) to advanced resuscitation level.
11. Chainsaw operation	Ability to utilise and maintain a chainsaw in an effective and safe manner.	Certified ability to: - Complete an appropriate course of instruction in chainsaw operation; - Undertake chainsaw maintenance including sharpening.
12. Welding	Ability to apply basic welding skills	Certified ability to: - Undertake silver and normal soldering; - Undertake repairs in plastic including repairs to canoes; - Undertake repairs in aluminium including repairs to boats.
13. Greens maintenance	Ability to maintain greens	Demonstrated: - Knowledge and ability to apply knowledge of golf course preparation and maintenance including green keeping. - Ability to undertake chemical treatment of golf course.
14. Drive motor vehicle (large bus)	Ability to meet the requirements necessary to drive a Departmental bus licensed to carry in excess of 30 passengers	Hold a current Class MR or HR drivers licence
15. Drive a commercially registered power vessel	Ability to drive a power vessel that is registered under the NSW Waterways commercial survey code.	Hold commercial vessel licence (Marine Coxswain's licence) where required.
16. Advanced Road Repairs	Ability to maintain existing road facilities.	Demonstrated ability to grade and maintain gravel roads including gutters, drainage and reforming.

Notes:

Location Specific Competencies

In recognition of the fact that some Centres require Services Officers to possess competencies that are site specific, the following conditions shall be applicable:

Competency Requirements

At sites where facility uniqueness, Centre remoteness or general access conditions dictate, the Department reserves the right to stipulate which desirable competencies are to be regarded as essential at Level 2 and above. The number of competencies that may be stipulated will not exceed 2 from the following table.

Centre or Academy Feature	Competency (or Qualification) Stipulated
Golf Course Extensive Gardens	Horticulture Certificate III Horticulture (Turf Management) Certificate II or III

Exclusive Water Access	Drive commercially registered vessel
Bus Exceeding 30 Passengers	Drive Motor Vehicle (Large Bus)

In recognition of the fact that some site-specific competencies may involve training and/or certification additional to those training or qualification requirements normally considered to be applicable to Services Officers, employees may be required to demonstrate the ability and willingness to undertake such training in order to acquire the necessary competencies.

SCHEDULE 3

Assistant Services Officer - Competencies

Assistant Services Officer Level 1

Competencies marked with an * are essentials. Manager to determine requirements for Assistant Service Officer Level 1 according to Centre requirements.

Key Task	Competency Required	Competency/Measurement
1. Understanding of OH&S*	Perform tasks/duties required at this level to OH&S regulations.	Demonstrated ability to follow safe work practices consistent with appropriate guidelines.
2. Basic grounds and workplace maintenance using minor plant	Perform duties to OH&S regulations and Departmental policy and procedure requirements.	Demonstrated ability to: - Maintain playing fields including marking; - Maintain existing gardens - Undertake mowing and brush cutting using minor plant to manufacturers specifications including refuelling and usage recording - Utilise and maintain basic irrigation equipment - Maintain drainage systems including sewer and storm water blockages.
3. Minor building maintenance	Perform duties to OH&S regulations.	Demonstrated ability in areas such as: - Repairing and maintaining flyscreens - Maintaining light bulbs and fluorescent tubes - Building cleaning not covered by contracted services (eg. spillage)
4. Handling of goods and stores	Perform duties to OH&S regulations and Departmental policy and procedure requirements.	Demonstrated ability to: - Transport materials and equipment - Lift and handle goods and stores in a safe manner (manual handling)
5. Awareness of the Department's Child Protection Policy*	An ability to work in a manner consistent with the principles and guidelines outlined in this policy.	Policy and guidelines are read, understood and are followed. Departmental training in child protection is completed.
6. Work in a manner consistent with equity principles*	Work in a manner consistent with equity principles.	Equity guidelines are followed.
7. Client liaison*	Present a professional appearance and manner.	Demonstrates a consistent level of professional appearance and manner in all liaison and interaction with clients. Comply with Departmental uniform policies and guidelines.
8. Work as a member of a team*	Perform tasks requiring coordination and harmony within a team.	Constructive contribution to team.

9. Kitchen and dining room duties	General knowledge of kitchen operations and an ability to assist Catering Officers.	Knowledge of and ability in: - Basic hygienic food preparation; - Hygiene and waste disposal processes; - Hygienic food storage and handling; - Kitchen safety. - Fine and other dining room procedures. - Safe operation of commercial dishwashers - Handling kitchen cleaning chemicals
10. Maintenance of Minor Plant	Maintain a range of Minor plant to operational level.	Demonstrated ability to undertake routine maintenance to ensure that minor plant is maintained in operational condition (eg. Change mower blades).
11. Receive and handle cash from clients and visitors	Receive and reconcile cash transactions and provide receipts where required.	Demonstrated ability to perform tasks including documentation with accuracy and timeliness.
12. Assist in preparing and maintaining residential and client facilities	Undertake household chores including making beds, changing and laundering linen and general cleaning.	Perform tasks in a hygienic and timely manner.
13. Basic swimming pool maintenance	An ability to maintain and supervise a swimming pool to institutional and small public pool level.	Undertake relevant modules of the TAFE Statement of Attainment Aquatic Operations, or an equivalent qualification.
14. Control groups of visitors to sporting events	Ensure orderly and safe crowd control	Hold security licence.
15. Make and look up client bookings	Document bookings for Centre facilities such as tennis court.	Ability to operate CIMS or equivalent system.
16. Drive motor vehicles	Operate general Centre vehicles including recording usage.	Must hold an RTA Class C drivers licence.

Assistant Services Officer Level 2.

Officers must possess essential competencies from Level 1 and additional competencies from Level 1 & 2 as determined as being required by the Manager.

Key Task	Competency Required	Competency/ Measurement
1. Supervision skills	Direct and oversight the operations of staff performing duties within area of responsibility.	Demonstrate an ability to: - plan work priorities in a team based environment; - provide clear direction in the completion of tasks; - monitor the performance of accountable staff; and - provide training to accountable staff. - roster staff equitably.
2. Large scale laundering	Ensure Centre linen supply is laundered and hygienic	Demonstrate an ability to handle large volumes of linen to ensure continuity and hygiene maintained.
3. Resuscitation	Theoretical knowledge of Cardio Pulmonary Resuscitation (CPR) and ability to apply both with and without oxygen equipment.	Certification by the Royal Life Saving Society Australia (RLSSA) to advanced resuscitation level.

4. First aid	Undertake St. John Ambulance Certificate or equivalent.	Certification
5. Basic swimming pool maintenance.	An ability to maintain and supervise a swimming pool to institutional and small public pool level.	Undertake relevant modules of the TAFE Statement of Attainment Aquatic Operations, or an equivalent qualification.
6. Undertake stock control.	Order stock and maintain inventory	Demonstrate ability to ensure stock is adequate and accountable documents are maintained.

PART B

MONETARY RATES

Table 1

Salary scale for Services Officers prior to competency attainment

Classification and Grades	1.7.07 Per annum \$	1.7.07 Per hour \$
Level 1	36,332	18.32
Level 2	38,321	19.32
Level 3	39,970	20.17
*Level 4	41,622	21.00

*Services Officer (Groundsperson) and Services Officer (Gardener) salary rate

Table 2

Salary scale for Services Officers after competency attainment

Classification and Grades	1.7.07 Per annum \$	1.7.07 Per hour \$
Level 1	37,422	18.88
Level 2	39,472	19.92
Level 3	41,172	20.77
*Level 4	42,870	21.62

*Services Officer (Groundsperson) and Services Officer (Gardener) salary rate

Table 3

Salary scale for Assistant Services Officers

Classification and Grades	1.7.07 Per annum \$	1.7.07 Per hour \$
Level 1	36,332	18.32
Level 2	38,321	19.32

Annexure A

- (i) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The

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

- (a) The Department Head must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (A) the employee or employee's spouse is pregnant; or
 - (B) the employee is or has been immediately absent on parental leave.

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

(ii) Personal Carers entitlement for casual employees

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

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

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

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

- (a) a spouse of the employee; or
- (b) a de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or

- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or a relative of the employee who is a member of the same household, where for the purposes of this definition:

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

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

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

(iv) Bereavement entitlements for casual employees

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

R. W. HARRISON *D.P.*

CROWN EMPLOYEES (TECHNICAL OFFICERS - TREASURY) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 581 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
5.	Dispute Resolution Procedure
6.	Anti-Discrimination
7.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Title

This award shall be known as the Crown Employees (Technical Officers - Treasury) Award 2007.

2. Definitions

"Act" shall mean the *Public Sector Employment and Management Act 2002*.

"Award" shall mean the Crown Employees (Technical Officers - Treasury) Award 2007.

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

"Officer" means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002*, or other appropriate Acts, and who, as at the operative date of this award, were occupying one of the positions covered by this award or who, after that date, are appointed to or employed in one such position.

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

"Treasury", "Office of Financial Management" or "OFM" refers to the Office of Financial Management, New South Wales Treasury.

3. Salaries

- (i) All officers shall be paid in accordance with the salary structure set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (ii) Work value alone is not sufficient to have a position classified and graded as a Grade 1 or Grade 2 Technical Officer - Treasury. Other factors must also be satisfied such as skill shortage, specialist skills and use on the job of higher level competencies.
- (iii) Pay movements within each grade will be based on a pre-defined matrix comprised of competency, performance, market relationship and degree of speciality.
- (iv) Progression is not incremental in nature.

4. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) 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 2007) Award or any variation or replacement Award.
- (ii) Further to the salary packaging outlined in Premiers Department Circular No.2007-11 Salary Packaging for Non-SES Employees, the DPE has approved salary packaging of the private use component of motor vehicles subject to the benefit's monetary value being determined in accordance with the methodology applicable to Senior Executive Service officers under the *Public Sector Employment and Management Act 2002*.

5. Dispute Resolution Procedure

- (i) All disputes or difficulties 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 Treasury, if required.
- (ii) An officer is required to notify (in writing or otherwise) their Director as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager, the notification may occur to the next appropriate level of management, including, where required, to the appropriate Department Head or Delegate.
- (iv) The Director shall convene a meeting in order to resolve the grievance, dispute or difficulty within two days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the Director, the officer may request to meet the appropriate Executive Director in order to resolve the matter. This manager shall respond within 2 days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the member of staff until the matter is referred to the Secretary, NSW Treasury.
- (vi) The Secretary, NSW Treasury may refer the matter to the DPE for consideration.
- (vii) In the event that the matter remains unresolved, the Secretary, NSW Treasury shall provide a written response to the member of staff and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter.
- (viii) An officer may request to be represented by an Association representative.

- (ix) The officer or Association on their behalf, or the Secretary, NSW Treasury may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (x) The officer, Association, Treasury and the DPE shall agree to be bound by any lawful recommendation, order or determination by the Industrial Relations Commission of New South Wales in relation to the grievance, dispute or difficulty.
- (xi) Whilst the procedures are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or in the case of a dispute involving Occupational Health and Safety. If practicable, normal work shall proceed in such a manner as to avoid any risk to the health and safety of any officer or member of the public.

6. Anti-Discrimination

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

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

7. Area, Incidence and Duration

- (i) This Award shall apply to all staff employed as Technical Officers in the Office of Financial Management, New South Wales Treasury.
- (ii) Technical Officers are entitled to the conditions of employment provided by this Award, the *Public Sector Employment and Management Act 2002*, and the *Public Sector Management (General)*

Regulation 1996. The provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and the Crown Employees (Public Sector - Salaries 2007) Award or any replacement award, also apply to officers covered by this Award, except where specifically varied by this Award.

- (iii) The salaries rates in Table 1 - Salaries, of Part B, Monetary Rates, are set in accordance with the Crown Employees (Public Sector - Salaries 2007) Award and any variation or replacement Award.
- (iv) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the Crown Employees (Technical Officers - Treasury) Award published 12 November 2004 (347 I.G. 294) and all variations thereof.
- (v) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 31 July 2007.

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

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Per Annum Defined Salary Points effective from first full pay period after 1 July 2007 \$
Technical Officers	
Treasury, Grade 1	112,421 117,434 122,609 127,708
Treasury, Grade 2	129,785 134,964

R. W. HARRISON *D.P.*

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CROWN EMPLOYEES (SENIOR OFFICERS SALARIES) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 580 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Salary Packaging Arrangements
5.	Grievance and Dispute Settling Procedure
6.	Savings of Rights
7.	Anti-Discrimination
8.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

1. Title

This Award shall be known as the Crown Employees (Senior Officers Salaries) Award 2007.

2. Definitions

"Act" shall mean the *Public Sector Employment and Management Act 2002*.

"Award" shall mean this Crown Employees (Senior Officers Salaries) Award 2007.

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

"Officer" means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002*, or other appropriate Acts, and who, as at the operative date of this Award were occupying one of the positions covered by this Award or who, after that date, are appointed to or employed in one such position.

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

3. Salaries

- (i) All officers will be paid in accordance with the salary structure as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (ii) Pay movements within each grade will be incremental (12 months) subject to satisfactory conduct and service.
- (iii) There is to be no broadbanding of grades.

4. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

An officer 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 2007) Award or any variation or replacement Award.

5. Grievance and Dispute Settling Procedures

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

shall proceed in a manner which avoids any risk to the health and safety of any officer or member of the public.

6. Savings of Rights

- (i) At the time of the making of this Award, no officer covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.
- (ii) Should there be a variation to the and Crown Employees (Public Sector - Salaries 2007) Award or an Award replacing that Award, Senior Officers will maintain the same salary relationship to the rest of the public service. Any such salary increase will be reflected in this Award either by variation to it, or by the making of a new Award.

7. Anti-Discrimination

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

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

8. Area, Incidence and Duration

- (i) This award shall apply to all Senior Officers of the New South Wales Public Service.
- (ii) Officers are entitled to the conditions of employment provided by this award and by the *Public Sector Employment and Management Act 2002* and the *Public Sector Employment and Management (General)*

Regulation 1996. The provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and Crown Employees (Public Sector - Salaries 2007) Award or any replacement awards, also apply to officers covered by this award, except where specifically varied by this award.

- (iii) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Senior Officers Salaries 2004) Award published 11 March 2005 (349 I.G. 103) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 31 July 2007.

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

PART B

MONETARY RATES

Table 1 - Salaries

Senior Officer Classification

Classifications and Grades	First pay period to commence on or after 1/7/07 Per Annum \$
Grade 1	
Year 1	118,519
Year 2	127,708
Grade 2	
Year 1	129,868
Year 2	139,025
Grade 3	
Year 1	143,678
Year 2	157,716

R. W. HARRISON *D.P.*

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CROWN EMPLOYEES (ADMINISTRATIVE AND CLERICAL OFFICERS - SALARIES) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 569 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

Arrangement

PART A

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

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Title

This award shall be known as the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007.

2. Definitions

"Employee" means all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002*, who are appointed to positions classified under this award. It does not include any person who is engaged in the New South Wales Government Offices in London or New York or any other office established for identical purposes in a foreign country, State or Territory by the Government of New South Wales.

"Service" means continuous service.

"Department" means a department of the Public Service specified in Part 1 of Schedule 1 of the *Public Sector Employment and Management Act 2002*.

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

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

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

3. Salaries

- (a) The salary rates for employees on the General Scale and on Grades 1 to 12 are set out in Table 1 of Part B, Monetary Rates.
- (b) An employee on the General Scale qualified at Higher School Certificate standard at 19 years of age is paid not less the amount set in Table 1 - Salaries.
- (c) An employee on the General Scale at 20 years of age is paid at not less than the amount for the 2nd year of service.
- (d) An employee on the General Scale at 21 years of age is paid at not less than the amount for the 3rd year of service.
- (e) Positions are classified within the General Scale and Grades 1 to 12 in accordance with the classification and grading system approved by the Director of Public Employment.
- (f) An employee temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002* is paid the weekly equivalent of the annual salary prescribed in Table 1.

4. Adjustment of Salaries

The salaries of employees employed at the operative date of this award are adjusted to the appropriate scale prescribed by the award on the basis of years of service in position or grade. Employees are deemed to have the years of service indicated by the salary received under the scale in force immediately prior to the operative date of this award.

5. Promotion

Promotion to a grade and from grade to grade is subject to the occurrence of a vacancy in such grade.

6. Calculation of Service

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

- (a) Any period in respect of which an increment is refused in accordance with clause 16, Increments, of Part 3, Conditions of Service of the Public Sector Employment and Management (General) Regulation 1996;
- (b) Any leave of absence without pay exceeding five days in any incremental year;
- (c) Any period necessary to give full effect to a reduction in salary imposed under sections 52 and 48 of Part 2.7, Management of conduct and performance, of the *Public Sector Employment and Management Act 2002*.

7. Anti-Discrimination

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

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

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

8. Grievance and Dispute Settling Procedures

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) The Department Head may refer the matter to the DPE for consideration.

- (g) 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.
- (h) An employee, at any stage, may request to be represented by the Association.
- (i) The employee or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (j) The employee, Association, department and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (k) Whilst the procedures outlined in subclauses (a) to (j) 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.

9. Area, Incidence and Duration

This award applies to employees defined in clause 2, Definitions.

Employees are entitled to the conditions of employment provided by this award and by the *Public Sector Employment and Management Act 2002* and the *Public Sector Employment and Management (General) Regulation 1996*. The provisions of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006* and *Crown Employees (Public Sector – Salaries 2007) Award* or any replacement awards, also apply to employees covered by this award, except where specifically varied by this award.

The salary rates in Table 1 of Part B, Monetary Rates, are set in accordance with the *Crown Employees (Public Sector - Salaries 2007) Award* and any variation or replacement award.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Administrative and Clerical Officers - Salaries 2003) Award* published 23 April 2004 (344 I.G. 155) and all variations thereof.

The changes to the award are made in accordance to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) to take effect from 31 July 2007.

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

PART B

MONETARY RATES

Table 1 - Salaries

The salary rates are effective from the beginning of the first pay period to commence on or after 1 July 2007.

Classification and Grades	1/7/07 Per Annum \$
Clerks General Scale	
1st year of service or 18 years	27,055
2nd year of service Minimum at 20 years	32,723
3rd year of service Minimum at 21 years	35,266
4th year of service	36,229
5th year of service	37,762
6th year of service	38,448

7th year of service	39,400
8th year of service	40,857
9th year of service	42,338
10th year of service	43,903
<hr/>	
Minimum for employee with Higher School Certificate Qualification at 19 years of age	30,656
Grade 1	
1st year of service	46,320
Thereafter	47,682
Grade 2	
1st year of service	49,012
Thereafter	50,356
Grade 3	
1st year of service	51,784
Thereafter	53,344
Grade 4	
1st year of service	55,010
Thereafter	56,701
Grade 5	
1st year of service	61,128
Thereafter	63,056
Grade 6	
1st year of service	65,527
Thereafter	67,448
Grade 7	
1st year of service	69,468
Thereafter	71,546
Grade 8	
1st year of service	74,527
Thereafter	76,896
Grade 9	
1st year of service	79,188
Thereafter	81,414
Grade 10	
1st year of service	84,738
Thereafter	87,263
Grade 11	
1st year of service	91,589
Thereafter	95,472
Grade 12	
1st year of service	101,454
Thereafter	105,923

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (INTERPRETERS AND TRANSLATORS, COMMUNITY RELATIONS COMMISSION) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 571 of 2007)

Before Commissioner Ritchie

13 September 2007

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Parties to the Award
5.	Exhibition of Award
6.	Salaries
7.	Appointment and Progression
8.	Casual Interpreters
9.	Casual Translators
10.	No Extra Claims
11.	Anti-Discrimination
12.	Grievance/Dispute Resolution Procedures
13.	Deduction of Union Membership Fees
14.	Savings of Rights
15.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Allowances

2. Title

This Award shall be known as the Crown Employees (Interpreters and Translators, Community Relations Commission) Award.

3. Definitions

"Interpreting Assignment" means a single interpreting task, or a number of interpreting tasks within any twenty four hour period, provided the time lapse between the scheduled conclusion of one task and the commencement of the next is not greater than two and a half hours. The time lapse between interpreting tasks will not be paid.

"Officer" means and includes all persons permanently appointed under the provisions of the *Public Sector Employment and Management Act 2002*, and who at the date of operation of this award were occupying one of the positions prescribed herein or who, after that date, are appointed to one of such positions but does not include any person who resigned or whose services were terminated prior to the date of the operation of the award.

"Employee" means and includes all persons temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002*.

"Service" means continuous service for salary purposes.

"CRC" means the Office of Community Relations Commission of New South Wales.

"Employer" means the Director of Public Employment (DPE).

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

"NAATI" means the National Accreditation Authority for Translators and Interpreters.

"Interpreter/Translator" means a person with either Interpreting or Translation qualifications as specified under subclauses 7.1, 7.2 or 7.3 of clause 7, Appointment and Progression, or means a person with both interpreting and translation qualifications which are as specified under the said subclauses 7.1, 7.2 or 7.3.

4. Parties to the Award

The parties to this award are the Employer and the Association.

5. Exhibition of Award

A copy of this Award is to be accessible to all Interpreters/Translators.

6. Salaries

Salary rates shall be paid in accordance with the rates set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.

Provided that an officer temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002*, in any of the positions covered by this award, shall, unless otherwise determined by the Employer, be paid the weekly equivalent of the annual and hourly rates specified for the relevant position.

7. Appointment and Progression

7.1 The Interpreting/Translating Officer is an entry level position for the relevant community languages that NAATI neither accredits nor recognises. Appointment to the Interpreting/Translating Officer level shall be dependent upon the assessment of the ability, qualifications and skills in the community language of the applicant by an independent committee coordinated by the Community Relations Commission.

7.2 Appointment to Interpreter/Translator shall be dependent upon:

- (a) the officer or employee having been accredited at Interpreter level or Translator level as demonstrated by way of the NAATI accreditation or equivalent accreditation authority at the time; or
- (b) meeting the qualifications/standards determined by the Employer.
- (c) Progression - there are 5 levels of Interpreter/Translator and progress through the 5 levels of salary scale is dependent upon years of satisfactory service as an Interpreter/Translators with the CRC. Satisfactory service is certified by the supervisor through the compilation of an

incremental progression report, in accordance with the requirements under the *Public Sector Employment and Management Act 2002*. The effective date of progression shall be the anniversary date of appointment to the position of Interpreter/Translator.

7.3 Appointment to Senior Interpreter/Translator shall be dependent upon:

- (a) the officer or employee having received accreditation at Conference Level (Interpreter) or Advanced Translator (Translators or above as demonstrated by way of NAATI accreditation or equivalent accreditation authority at the time; or
- (b) meeting the qualifications/standards determined by the Employer.
- (c) Progression - There are three levels of Senior Interpreter/Senior Translator and progress through the 3 levels of salary scale is dependent upon the years of satisfactory service as a Senior Interpreter/Senior Translator with the CRC. Satisfactory service is certified by the supervisor through the compilation of an incremental progression report, in accordance with the requirements under the *Public Sector Employment and Management Act 2002*. The effective date of progression shall be the anniversary date of appointment to the position of Senior Interpreter/Senior Translator.

8. Casual Interpreters

The parties agree that the employment of Interpreters on a casual basis shall not prejudice the employment of any permanent Interpreters/Translators.

- 8.1 Rates of Pay - Rates of pay for Casual Interpreters are based on the Interpreter/Translators fifth year of service rate and includes a 20 per cent loading in lieu of all leave entitlements excluding extended leave plus a 34.5 per cent loading to cover the itinerant nature of the work carried out within the normal work areas as specified under subclause 8.2 of this clause. This loading compensates Casual Interpreters for travel, meals, waiting time and travel time, and shall be paid in accordance with the rates set out in Part B, Monetary Rates. The 20 per cent loading in lieu of leave will not be paid in the overtime rates. The base overtime rate is to be used to calculate all overtime payments.
- 8.2 Day Work Outside Normal Work Area - A Casual Interpreter shall be entitled to payment for travel time as per the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 for distances travelled when required to carry out day work outside their normal work area.
- (a) for interpreters classed as Sydney interpreters the normal work area is the County of Cumberland as defined by the Crown Lands Office being the boundaries of the Sydney metropolitan area.
 - (b) for interpreters classed as regional interpreters, the normal work area is the area within an 80 km radius one way of either the Newcastle or Wollongong offices of the Community Relations Commission or the home address of the interpreter, whichever is closest to the assignment.
- 8.3 Minimum Hours of Work - A casual Interpreter directed to work any interpreting assignment shall be paid a minimum of three ordinary hours work for such assignment between the hours of 7.30 a.m. and 6.00 p.m. Monday to Friday. An assignment exceeding three hours but less than eight hours between 7.30 a.m. and 6.00 p.m. Monday to Friday shall be paid the additional hourly rate of pay for every hour or part thereof for those extra hours. During work performed between the hours of 7.30 a.m. and 6.00 p.m. Monday to Friday an officer shall be entitled to take an unpaid luncheon period of a minimum of one half hour.
- Work performed outside the hours of 7.30 a.m. and 6.00 p.m. Monday to Friday shall be paid at overtime rates and receive meal allowance provisions in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.
- 8.4 Cancellation Fees - Where a Casual Interpreter has been booked to work any assignment to be completed in a single day and the assignment is cancelled within 1 working day (24 hours) of the work due to commence, the Casual Interpreter shall be paid for three ordinary hours work.

Where a Casual Interpreter has been booked for court or tribunal work exceeding a single day and the assignment is cancelled within 1 full working day (24 hours) of the work due to commence, the Casual Interpreter shall be paid three ordinary hours work per day for a maximum of two days that the assignment was booked. No cancellation fee is payable to the casual interpreter if alternative assignment(s) are allocated by the CRC during the period of the original assignment.

- 8.5 Travel Requiring Overnight Accommodation - Casual Interpreters required to travel to an assignment necessitating overnight accommodation shall receive payment in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

9. Casual Translators

The parties agree that the employment of Casual Translators shall not prejudice the employment of any permanent Interpreter/Translator.

For the purposes of this Award, 200 words of translation equate to one hour of translation, 45 minutes of editing, 30 minutes of proof reading and 45 minutes of checking.

Casual translators work using their own equipment, work at a time suitable to themselves and are not accommodated in the workplace to carry out their duties therefore travel is not incurred.

- 9.1 Definitions - Translations are made up of two types which are defined herewith:

"Standard Documents" these documents include personal documentation relating to an individual. They are not limited to but include a birth certificate, marriage certificate, baptismal/christening certificate, death certificate, driver's licence, passport and are deemed to be equal to one hundred words of translation. Standard documents exclude educational qualifications.

"Non-Standard Documents" these are all other documents including educational qualifications, medical certificates, reports, letters and information pamphlets.

"Editing" editing is the process of revision by translators of translations of texts and personal documents into English/target language and is performed by other translators. It includes verifying the spelling and grammar of the English/target language translation of the document.

"Proof Reading" proof reading is the correction, with the aid of standard proof reading symbols, of typographical errors in printers proofs, or, using the same method, the revision of passages because the client has made minor changes to the source text.

"Checking" checking is an independent linguistic comparison of a translation with the source text and with the preparation of an assessment report.

- 9.2 Rates of Pay - Rates of pay for casual translators are based on the Interpreter/Translator fifth year of service rate and includes a 20 per cent loading in lieu of all leave entitlements excluding extended leave plus a 34.5 per cent loading covering use of their own equipment and premises.

Salary Rates shall be paid in accordance with the rates set out in Part B, Monetary Rates.

10. No Extra Claims

Parties to this award are obliged not to pursue any extra claims except those allowed by Part 2, Division 3, of the *Industrial Relations Act 1996*.

11. Anti-Discrimination

- 11.1 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.

- 11.2 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.
- 11.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an officer or employee because the officer or employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 11.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 11.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (a) Employers and officers/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."

12. Grievance/Dispute Resolution Procedures

All grievances, disputes or difficulties relating to the provision of the 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 including the Chair CRC, if required.

- 12.1 Officers and employees are required to notify (in writing or otherwise) their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible state the remedy sought.
- 12.2 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 12.3 The immediate supervisor or manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within one working day, or as soon as practicable, of the matter being brought to their attention.
- 12.4 If the matter remains unresolved with the immediate supervisor or manager, the officer or employee may require to meet with the appropriate person at the next level of management in order to resolve the matter. This manager should respond within one working day, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the officer or employee until the matter is referred to the Chair, CRC.

- 12.5 In the event that the matter remains unresolved, the Chair, CRC, shall provide a written response to the officer or employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter.
- 12.6 An officer or employee may at any stage request to be represented by the Association representative.
- 12.7 The officer or employee or Association on his/her behalf, or the Chair, CRC, may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 12.8 The officer or employee, Association, Chair CRC and Employer shall agree to be bound by any lawful recommendation, order or determination by the New South Wales Industrial Relations Commission in relation to the grievance, dispute or difficulty.
- 12.9 Whilst the procedures are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or, in the case of a dispute involving Occupational Health and Safety, if practicable, normal work shall proceed in such a manner to avoid any risk to the health and safety of any officer or employee or member of the public.

13. Deduction of Union Membership Fees

- 13.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 13.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 13.3 Subject to subclauses 13.1 and 13.2 of this clause, the employer shall deduct union fortnightly membership fees from the pay of any officer or employee who is a member of the union in accordance with the union's rules, provided that the officer or employee has authorised the employer to make such deductions.
- 13.4 Monies so deducted from the employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to officer/employees' union membership accounts.
- 13.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 13.6 Where an officer or employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the officer or employee to make a fresh authorisation in order for such deduction to continue.

14. Savings of Rights

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

Should there be a variation to the Crown Employees (Public Sector - Salaries 2007) Award, or an Award replacing it, officers of the CRC will maintain the same salary relationship to the rest of the public service. Any such salary increase will be reflected in this Award either by variation to it, or by the making of a new Award.

15. Area, Incidence and Duration

This award shall apply to the classifications as defined herein.

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

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Interpreters and Translators, Community Relations Commission) Award 2003 published 12 March 2004 (343 I.G. 620) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 13 September 2007.

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

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

Classification and Grades	Common Salary Point	Per annum \$
Interpreting/Translating Officer		
Year 1	49	47,682
Year 2	56	50,829
Year 3	63	54,480
Interpreter/Translator		
Year 1	56	50,829
Year 2	63	54,480
Year 3	70	58,341
Year 4	76	61,801
Year 5	81	64,827
Senior Interpreter/Translator		
Year 1	84	66,749
Year 2	87	68,784
Year 3	91	71,546
Casual Interpreter		
Base Hourly Rate (Unloaded)	-	35.48
Hourly Rate (Base + 54.5%)	-	54.82
Base Overtime Rate (Base + 34.5%)	-	47.72
Casual Translator		
Standard Document	-	27.44
Non Standard Document		
Translation		
First 200 words or part thereof	-	54.83
Then 100 words thereafter or part thereof	-	27.44
Editing		
First 200 words or part thereof	-	41.13
Then 100 words thereafter or part thereof	-	20.56

Proof Reading		
First 200 words or part thereof	-	27.44
Then 100 words thereafter or part thereof	-	13.71
Checking		
First 200 words or part thereof	-	41.13
Then 100 words thereafter or part thereof	-	20.56

Table 2 - Allowances

Effective from 1 July 2007

Overtime Meal Allowances		\$
Breakfast	After 6.00 a.m. and before 8.00 a.m.	22.60
Lunch	After 10.00 a.m. and before 6.00 p.m.	22.60
Dinner	After 6.00 p.m. and before 6.00 a.m.	22.60

D. W. RITCHIE, Commissioner.

 Printed by the authority of the Industrial Registrar.

STATE WATER CORPORATION (STORAGES, OPERATIONS AND RIVER INFRASTRUCTURE STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 589 of 2007)

Before Commissioner Ritchie

13 September 2007

REVIEWED AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Parties
5.	Conditions of Employment
6.	Coverage
7.	Grading Structure, Classifications and Salaries
8.	Hours of Work
9.	Overtime
10.	Allowances
11.	Temporary Storage Officers
12.	Learning and Development
13.	Ongoing Award Review
14.	Anti-Discrimination
15.	Secure Employment
16.	Grievance and Dispute Settling Procedures
17.	Area, Incidence and Duration

2. Title

This Award shall be known as the State Water Corporation (Storages, Operations and River Infrastructure Staff) Award.

3. Definitions

"Asset Officer" means the person delegated the responsibility of maintaining and operating State Water river infrastructure.

"Duty Officer" means the person delegated the responsibility for management of a storage, weir or the water operations functions and is directly accountable for the outcomes.

"Chief Executive Officer" means the Senior Executive Officer in charge of State Water.

"On-Call" means being directed to be available for emergency or other duties outside ordinary working hours.

"Operations Officer" means the person delegated to carry out river operations.

"State Water" means the State Water Corporation as established by the *State Water Corporation Act* 2004.

"Storage Officer" means the person delegated the responsibility of maintaining and operating State Water Storage or Major Weir infrastructure.

"Temporary Storage Officer" means a person who is not employed as a storage, weir or asset officer as part of their normal duties but may be required to act as such and may be delegated responsibility to act as Duty Officer from time to time.

"Union" means Public Service Association of New South Wales and Professional Officers Association Amalgamated Union of New South Wales (PSA).

4. Parties

This award was negotiated between State Water Corporation and the Public Service Association of New South Wales and Professional Officers Association Amalgamated Union of New South Wales (PSA).

5. Conditions of Employment

Except where specifically varied by this award, the conditions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 will apply.

6. Coverage

The provisions of this award will apply to all salaried officers employed within the Water Storage, River Operations and River Infrastructure areas of State Water previously classified as:

Assistant Weir Attendant

Weir Attendant

Assistant Lock Keeper

Lock Keeper

Water Superintendent

Operation Superintendent

Officer in Charge (OIC) Major Storage

Assistant Officer in Charge (2IC) Major Storage

Officer in Charge (OIC) Medium Storage

Assistant Officer in Charge (2IC) Medium Storage

Officer in Charge (OIC) Minor Storage

Assistant Officer in Charge (2IC) Minor Storage

and to those staff employed in the same areas when trained and acting as Temporary Storage Officers (storages and weirs) or Asset Officers.

7. Grading Structure, Classifications and Salaries

Classification	Previous Position Title	New Position Title	Salary at 1/7/07
State Water Officer 1	Assistant Weir Attendant (Hay, Moree, Narrabri, Gogeldrie) Weir Attendant (Lake Cargelligo)	Assets Field Officer (Coastal, Hay, Leeton, Moree, Narrabri, North, Warren, Lake Cargelligo)	Year 1 40,466
			Year 2 42,743
			Year 3 45,188
			Year 4 46,320
			Year 5 47,682
			Year 6 49,012
State Water Officer 2	Assistant Lock Keeper (Euston and Wentworth)	2IC Major Weirs (Euston & Wentworth)	Year 1 49,012
			Year 2 50,356
			Year 3 51,784
			Year 4 53,344
State Water Officer 3	2IC Minor Storage	2IC Minor Ungated Storage (Brogo, Carcoar, Chaffey, Glennies Creek, Lostock, Pindari, Split Rock, Toonumbar, Windamere)	Year 1 50,356
			Year 2 51,784
			Year 3 53,344
			Year 4 55,010
State Water Officer 4	Lock Keeper (Euston and Wentworth)	OIC Major Weirs (Euston & Wentworth)	Year 1 56,701
			Year 2 60,041
			Year 3 61,128
			Year 4 63,056
			Year 5 65,527
State Water Officer 4	2IC Medium Storage	2IC Major Ungated Storage (Blowering & Glenbawn)	Year 1 56,701
			Year 2 60,041
			Year 3 61,128
			Year 4 63,056
			Year 5 65,527
State Water Officer 4	Assistant Lock Keeper	Lowbidgee Assets Officer (Balranald)	Year 1 56,701
			Year 2 60,041
			Year 3 61,128
			Year 4 63,056
			Year 5 65,527
State Water Officer 5	OIC Minor Storage	OIC Minor Ungated Storage (Brogo, Carcoar, Chaffey, Glennies Creek, Lostock, Pindari, Split Rock, Toonumbar, Windamere)	Year 1 66,166
			Year 2 67,448
State Water Officer 5	Lowbidgee Operations Officer	Lowbidgee Operations Officer (Balranald)	Year 1 66,166
			Year 2 67,448

State Water Officer 5	Weir Attendant (Hay, Leeton, Narrabri, Warren, Gogeldrie, Operations Superintendent (Hay) Water Superintendent (Lake Cargelligo)	Senior Assets Officer (Coastal, Hay, Leeton, Moree, Narrabri, North, Warren, Lake Cargelligo)	Year 1 66,166 Year 2 67,448
State Water Officer 6	OIC Medium Storage	OIC Major Ungated Storage (Blowering & Glenbawn)	Year 1 69,468 Year 2 70,862
State Water Officer 6	2IC Major Storage	2IC Major Gated Storage (Burrendong, Burrinjuck, Copeton, Hume, Keepit, Wyangala, Menindee)	Year 1 69,468 Year 2 70,862
State Water Officer 7	Water Superintendent	Operations Officer (Deniliquin, Dubbo, Forbes, Goondiwindi, Moree, Narrabri, Leeton, Warren)	Year 1 71,546 Year 2 74,527 Year 3 76,896
State Water Officer 8	OIC Major Storage	OIC Major Gated Storage (Burrendong, Burrinjuck, Copeton, Hume, Keepit, Wyangala, Menindee)	Year 1 78,427 Year 2 81,414

8. Hours of Work

Except as provided elsewhere in this Award the ordinary working hours shall be thirty eight per week and shall be worked in accordance with the following provisions for a four week work cycle:

- (1) The ordinary working hours shall be worked as a twenty-eight-day, four-week cycle, Monday to Sunday inclusive.

All Storage Officers will work a 10 on 4 off roster of 8.5 hours Monday to Friday and 4 hours rostered on Saturday and Sunday every second weekend. Every second Friday and Monday will be a Rostered Day Off (RDO). These days can be taken at an alternative mutually convenient time or accumulated (banked) up to a maximum of 10 days. An allowance to compensate for penalty rates on Saturdays, Sundays and Public Holidays will be added to the yearly salary for superannuation purposes. The Duty Officer will work the full rostered hours required on Saturdays, Sundays and Public Holidays. All Storage Officers working this roster will receive additional annual leave pursuant to paragraph (g) (6) clause 88 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 (as varied).

All Operations Officers will work an 11 on 3 off roster of 7.6 hours Monday to Friday with 4 hours rostered on Saturday and Sunday every second weekend. Every second Monday will be a Rostered Day Off (RDO). These days can be taken at an alternative mutually convenient time or accumulated (banked) up to a maximum of 10 days. An allowance to compensate for penalty rates on Saturdays, Sundays and Public Holidays will be added to the yearly salary for superannuation purposes. The Duty Officer will work the full rostered hours required on Saturdays, Sundays and Public Holidays. All Operations Officers working this roster will receive additional annual leave pursuant to paragraph (g) (6) of clause 88 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 (as varied).

Those Asset Officers who regularly act in Operations positions will be paid an allowance to compensate for regular overtime worked on weekends and Public Holidays.

- (2) A majority of the employees concerned and the CEO (or the CEO's representative) may mutually agree upon starting and ceasing times between the hours of 6.00 a.m. and 6.00 p.m.
- (3) Provided that the majority of employees and the CEO (or the CEO's representative) agree, an alternative day or days in the four-week cycle may be substituted for the nominated Friday or Monday (the day-off paid as though worked). Where such agreement is reached, all provisions of this Award shall apply as if such day was the prescribed rostered-day-off (RDO).
- (4) Where such nominated Friday, Monday or agreed rostered day off prescribed by sub paragraph (3) falls on a proclaimed public holiday, the next working day shall be taken in lieu of the RDO, unless an alternative day in that four-week cycle (or the next four week cycle) is agreed between the employees concerned and their Manager.
- (5) Each day of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- (6) An employee who has not worked, or is not regarded by reason of subclause (5) as having worked, a complete four week cycle shall receive pro-rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the RDO or, in the case of termination of employment, on termination.
- (7) The accrued RDO prescribed in subclauses (1), (3) and (4) shall be taken as a paid day off provided that the day may be worked if required by State Water and such work is necessary to allow other employees to be employed productively or to carry out duties outside ordinary working hours or because of unforeseen delays to a particular project of a section of it or for other reasons arising from unforeseen or emergency circumstances. In such cases, subject to the provisions of subclause (8), in addition to accrued entitlements the employee shall be paid overtime at the rates prescribed for Saturday work in clause 10.
- (8) Wherever practicable the provisions of this subclause shall operate in lieu of subclause (7). The accrued RDO prescribed in subclause (1), (3) and (4) shall be taken as a paid day off provided that the day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out duties outside ordinary working hours or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances. In such cases, the employee shall take one paid day off before the end of the succeeding work cycle.
- (9) Notwithstanding the above subclause (1) to (8), the CEO or the CEO's representative may agree to the accumulation of up to 10 Rostered Days Off which may be taken at a time mutually convenient to both but no later than the end of February in each calendar year.

9. Overtime

- (1) A staff member may be directed by the CEO to work overtime, provided it is reasonable for the staff member to be required to do so. In determining what is reasonable, the staff member's prior commitments outside the workplace, particularly their family responsibilities, community obligations or study arrangements shall be taken into account. Consideration shall be given also to the urgency of the work to be performed during overtime, the impact on the operational commitments of the organisation and the effect on customer service.
- (2) Payment for overtime shall be made only where the staff member works directed overtime.

Rates - Overtime shall be paid at the following rates:

- (a) Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the ordinary

working hours unless local arrangements have been negotiated in terms of clause 8 Hours of Work of this award apply;

- (b) Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
- (c) Sundays - All overtime worked on a Sunday at the rate of double time;
- (d) Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.

A staff member who works directed overtime on a Saturday, Sunday or public holiday, in excess of the times compensated for in subclause (1) Ancillary Payment, of clause 10, Allowances, shall be paid the actual hours worked at the appropriate rate.

- (3) Payment for overtime worked and/or on-call allowance shall not be made under this clause for that proportion of the overtime and/or period of being on-call, if the staff member is eligible to be paid an allowance for overtime and/or on-call allowance under Clause 10 Allowances.
- (4) Call-out

Any staff member who is recalled to duty outside the normal hours of duty will be paid in accordance with subclause (2) above and/or with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

Except in exceptional circumstances as previously agreed in the Call-Outs in Exceptional Circumstances, State Water Policy, self initiated recall to duty will not generate payment. In such an exceptional circumstance or condition initiating a recall to duty, payment will be made.

At no time will any person place themselves or other people in danger by responding to an event with a recall to duty.

10. Allowances

- (1) Ancillary Payment

A payment to compensate for work patterns described in clause 8 being:

4 hours on 23 Saturdays, 4 hours on 24 Sundays, 4 hours on Easter Saturday and 8.5 hours on 5 Public Holidays for Storage and Major Weirs Staff; and;

4 hours on 23 Saturdays, 4 hours on 24 Sundays, 4 hours on Easter Saturday and 7.6 hours on 5 Public Holidays for Operations Officers.

An Ancillary Payment will be paid to those staff required to work the patterns described above at the rate of:

time and one half for all ordinary rostered time worked on a Saturday;

time and one three quarters for all ordinary rostered time worked on a Sunday;

when rostered off on a Public Holiday, ordinary salary plus an additional day's pay;

when rostered on and works on a Public Holiday, ordinary salary plus an additional day's pay at time and one half.

Such payment will be considered to be part of the salary for Superannuation purposes.

(2) On-Call Allowance

An employee who is directed to be available for emergency or breakdown work shall be designated as being "On Call". An allowance to compensate for being "on-call" for all hours off duty when acting as Duty Officer at the appropriate rate as prescribed in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 (as varied) will be paid and considered to be part of the salary for Superannuation purposes. Officers when on call may leave their place of work but must be contactable and capable of returning to the site within 1 hour (1½ Hours in the case of Burrinjuck Dam and Menindee Lakes).

(3) Additional Responsibility Allowance

An allowance to compensate for the additional responsibility involved in a major construction or modification project. Such allowance will be within defined guidelines and must be approved in advance by the CEO.

(4) Travelling Allowances and Expenses

The Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 (as varied) will apply. State Water's circulars and written conditions for Meal, Travel and Related Allowances and expenses will apply.

(5) Remote Areas Allowance

The allowance to compensate staff for living in Remote Areas contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 will apply to staff covered by this award.

(6) Isolation Allowance

Staff required to reside on-site will be paid an allowance to compensate for the isolated circumstances. This may also be considered to be part of the salary for Superannuation purposes.

Isolation Category	With dependants Per Annum \$	Without dependants Per Annum \$
Grade 1 Blowering Dam, Hume Dam	264	185
Grade 2 Carcoar Dam, Glenbawn Dam, Tareelaro Weir	443	308
Grade 3 Brogo Dam, Berembled Weir, Burrendong Dam, Burrinjuck Dam, Chaffey Dam, Copeton Dam, Gogelderie Weir, Glennies Ck Dam, Keepit Dam, Lostock Dam, Maude Weir, Menindee Lakes, Pindari Dam, Redbank Weir, Split Rock Dam, Toonumbar Dam, Windamere Dam, Wyangala Dam	622	431

(7) Licence Payments

State Water will reimburse employees for the cost of boat licences or other specialist licences required for the execution of their duties.

(8) Higher Duties

When the CEO directs that the duties of a position which is vacant, or the holder of which is suspended, sick or absent, are to be performed by one or more other members of staff they will be paid by way of Higher Duties Allowance to the higher position in accordance with clause 34 Division 2 Part 5 of the Public Sector Employment and Management (General) Regulation 1996.

Provided that they may be paid the Higher Duties Allowance after one day.

11. Temporary Storage Officers

A number of staff will be identified and fully trained as Storage Officers. When they are performing the duties of positions covered by this award, they will be paid by way of Higher Duties Allowance to the higher position in accordance with clause 34 Division 2 Part 5 of the Public Sector Employment and Management (General) Regulation 1996 as if they were salaried officers.

Provided that they may be paid the Higher Duties Allowance after one day.

Provided further that no staff will perform the duties of a Storage Officer unless they are competent in at least Dam Surveillance and Dam Operations.

12. Learning and Development

Training and Accreditation

All staff will participate in good faith in the State Water Training and Accreditation program.

13. Ongoing Award Review

- (1) An Award Review Committee (ARC) will be established to monitor the viability of this award and ensure adherence to the terms contained herein.
- (2) The appropriateness of this award and the clauses contained within to the State Water and the Union will be reviewed by the ARC between nine and twelve months from the date of this award and annually thereafter.
- (3) This award will continue to operate after its nominal expiry date unless State Water or the Union provide one month's notice that it is to expire.
- (4) The ARC will be responsible for initiating and formulating any amendments to be developed and approved to this award, or replacement award.
- (5) An award developed by the ARC under subclause (4) of this clause will replace this award on:
 - (a) the expiry of this award,
 - (b) the date of commencement of such award, or
 - (c) another date,as agreed between State Water and the Union.
- (6) Notwithstanding subclause (5) of this clause, if this award expires without a replacement having been negotiated, then the parties agree to continue to be bound by the conditions of this award, amended to incorporate the current wage and allowance rates specified in clauses 7 and 10.

14. Anti-Discrimination

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

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

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

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

15. Secure Employment

- (1) Objective of this Clause

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

- (2) Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph (2)(a), upon receiving notice under paragraph (2)(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert

an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (2)(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (2)(c), discuss and agree upon:
 - (i) whether the employee will convert to full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (g) Following an agreement being reached pursuant to paragraph (f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (3) Occupational Health and Safety
- (a) For the purposes of this subclause, the following definitions shall apply:
 - (i) A “labour hire business” is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (ii) A “contract business” is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer’s own employees.
 - (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer’s premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (ii) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause (3) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (4) Disputes Regarding the Application of this clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the Grievance and Dispute Settling Procedures of this award.

- (5) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

16. Grievance and Dispute Settling Procedures

- (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 State Water Corporation, if required.
- (2) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (3) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act, 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the CEO or delegate.
- (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.
- (5) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the CEO.
- (6) If the matter remains unresolved, the CEO shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (7) A staff member, at any stage, may request to be represented by the Union.
- (8) The staff member, or the Union on their behalf, or the CEO may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

- (9) The staff member, Union, and State Water Corporation shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (10) Whilst the procedures outlined in subclauses (1) to (9) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

18. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (State Water - Storages Operations And River Infrastructure Staff) Award published 30 April 2004 (344 I.G. 268) and all variations thereof.

The changes made to the Award pursuant to the award review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on and from 13 September 2007.

The Award will remain in force until varied or rescinded, the period for which it was made having already expired.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES HISTORIC HOUSES TRUST (GARDENS - HORTICULTURE AND TRADES STAFF) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 596 of 2007)

Before Commissioner Ritchie

13 September 2007

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Conditions of Employment
5.	Classification Standards
6.	Progression
7.	Appeals Mechanism
8.	Grievance and Dispute Handling Procedures
9.	Anti Discrimination
10.	Deduction of Union Membership Fees
11.	Consultative Committee
12.	Area, Incidence and Duration

PART B

MONETARY RATES

Rates of Pay

PART A

1. Title

This Award shall be known as the Crown Employees Historic Houses Trust (Gardens - Horticulture and Trades Staff) Award 2007.

2. Definitions

“Act” means the *Public Sector Employment and Management Act 2002*.

“Association” means the Public Service Association and Professional Officers’ Association Amalgamated Unions of New South Wales.

“Broad Banded position” means a position whose grading, skills and range of duties extends beyond those defined for a single level and will occur in levels 2 to 11 as determined by the Director.

“Director” means the Director of the Historic House Trust of NSW.

“Skills” means the appropriate qualifications, relevant experience/demonstrated ability and completion of the training modules appropriate to each level or equivalent, as determined by the Director.

“Member of staff” has the same meaning as in the *Public Sector Employment and Management Act 2002*.

3. Salaries

The rates of pay for members of staff are set out in Part B - Monetary Rates of this award and are set in accordance with the Crown Employees (Public Sector-Salaries 2007) Award and any variation or replacement award.

4. Conditions of Employment

All members of staff are employed under the Act and conditions of employment will be in accordance with the Act and Regulations, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and the Personnel Handbook and the Crown Employees (Public Sector - Salaries 2007) Award.

5. Classification Standards

5.1 For the purpose of this clause:

Staff includes members of staff and people on special job creation and/or training programs

Supervision means, in addition to normal supervisory responsibilities, the assessment, evaluation and training of staff.

5.2 A position falling within the scope of this Award shall have assigned to it a classification level determined in accordance with:

- (a) the classification standards detailed below; and
- (b) where such a system has been implemented, the accredited job evaluation.

5.3 The following classification levels will apply:

Level 1

Positions established at this level are to be used to accommodate staff employed for limited periods of time on special training programs. The occupation of a position established at Level 1 of this Award will:

- (a) Work under close direct supervision and therefore will not be required to use individual judgement in following direction; and
- (b) Have as a minimum, basic communication skills and the ability required to:
 - (i) perform basic tasks, (such as digging and weeding) using basic hand tools or equipment (such as spades and picks) for which either no previous training or experience is required or for which no detailed on the job training will be required; and
 - (ii) communicate with supervisors and other staff.
- (c) Be prepared to undertake appropriate introductory and non-technical training.

Level 2

The occupant of a position established at level 2 of this Award will:

- (a) Work under general supervision and therefore will not be required to exercise individual judgement in following direction; and
- (b) Have completed the TAFE Horticulture Skills 1 technical and the introductory non-technical training modules or equivalent, or be able to demonstrate equivalent prior learning, so that they have the basic communications skills and other relevant experience required to:
 - (i) Perform basic work processes (such as mowing, planting, trenching) using equipment requiring basic training (such as brush cutters, cement mixers, power tools): and
 - (ii) Communicate with supervisors and other staff; and/or
 - (iii) Communicate non-technical and non-interpretive information to the public.

Level 3

The occupant of a position established at Level 3 of this Award will:

- (a) Work under minimal supervision and therefore be required to exercise limited individual judgement in following instructions; and
- (b) Have completed the TAFE Horticulture Skills 2 technical training modules and Fundamental non-technical training modules or equivalent, or be able to demonstrate equivalent prior learning and possess, if required, a current class 1A drivers licence, so that they have the basic communication skills and other skills and relevant experience required to:
 - (i) Perform work processes of limited complexity (such as framework, concrete finishing, bitumening, soil mixing, potting) using equipment of limited complexity (such as a chainsaw, soil-mixing and pasteurising equipment, tractors, vehicles up to 2 tonne, ride-on mowers, street sweepers) requiring detailed training but not requiring special licences; and
 - (ii) Communicate with supervisors and other staff: and/or
 - (iii) Communicate non-technical and non-interpretive information to the public.

Level 4

The occupant of a position established at level 4 of this Award will:

- (a) Work under minimal supervision and therefore be required to exercise independent judgement at a semi-trade level or maintain equipment and ensure the safety of the parks/grounds/gardens, and
- (b) Have completed the TAFE Horticultural Skills 3 technical and fundamental non- technical modules or equivalent, or be able to demonstrate equivalent prior learning, and possess the special licences and basic communication skills and relevant experience required to:
 - (i) Perform work processes at semi-trade level (such as construction, stone work, pesticide spraying, garden bed preparation) and/or
 - (ii) Operate complex equipment requiring special licences or certificates (such as trucks over 2 tonnes, front end loaders) and/or
 - (iii) Perform routine monitoring of conditions of entry to properties, such as locking and unlocking of buildings, general property/estate patrol; and

- (iv) Communicate with supervisors and other staff and to pass on instructions to apprentices and/or to communicate non-technical and/or minimal property specific interpretive information to the public.

Level 5

The occupant of a position established at level 5 of this Award will:

- (a) Work under minimal supervision and therefore be required to exercise independent judgement at trade level; and
- (b) Have a recognised horticultural or carpentry trades certificate or equivalent and have completed the Transitional non-technical training modules, or be able to demonstrate experience in stock control, purchasing procedures and management of government stores, so that they have the developed communication and interpretation skills and other skills and relevant experience require to:
 - (i) Perform trade level horticultural and carpentry duties; and/or
 - (ii) Implement conditions of entry to Property/grounds; and/or
 - (iii) Perform visitor service duties; and/or
 - (iv) Manage a store of a park or garden; and/or
 - (v) Supervise apprentices and volunteers; and
 - (vi) Communicate with supervisors and other staff; and/or
 - (vii) Assist in conducting a guided tour; and/or
 - (viii) Communicate semi-technical information and general property specific information to the public.

Level 6

The occupant of a position established at Level 6 of this Award will;

- (a) Work under minimal supervision and therefore be required to exercise independent judgement at an advanced trade level and exercise initiative with regard to matters of minor complexity; and
- (b) Have a recognised horticultural or carpentry trades certificate or equivalent and have completed the transitional non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the developed communication skills, interpretation skills and other skills and relevant experience required to:
 - (i) Perform advanced trade level horticultural duties (such as development of botanical collections including detailed plant recording and documentation, field collection); or
 - (ii) Implement conditions of entry and liaise with relevant outside bodies where the safety of people or property is at risk; and/or
 - (iii) Supervise apprentices, volunteers and/or other staff; and
 - (iv) Communicate with supervisors and other staff; and/or
 - (v) Conduct a guided tour; and/or

- (vi) Communicate semi-technical information and specific property interpretation to the public.

Level 7

The occupant of a position established at Level 7 of this Award will:

- (a) Work independently on assigned specialist work and/or lead a small work team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) Have a recognised horticultural or carpentry trades certificate or equivalent and have completed the Intermediate non-technical training modules or be able to demonstrate equivalent prior learning, so that they have the skills and relevant supervisory experience required to:
 - (i) Manage a small specialist plant collection or work area as an individual or as a team leader of a small team of staff (normally less than 6 staff) supervising and training staff; and
 - (ii) Be accountable for completion of work to agreed standards; and/or
 - (iii) Solve technical problems of limited complexity; and
 - (iv) Document and communicate technical data and information to other staff and/or public; and/or
 - (v) Participate in the development of tours or talks in conjunction with other relevant staff.
 - (vi) Present tours or talks to the public and/or specialist groups.

Level 8

The occupant of a position established at Level 8 of this Award will:

- (a) Work independently on assigned specialist work and/or lead a work team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) Have a recognised horticultural or carpentry trades certificate or equivalent and have completed the Intermediate non-technical training modules or be able to demonstrate equivalent prior learning, or have demonstrated experience in running a large park or grounds of an estate, so that they have the skills and relevant supervisory experience required to:
 - (i) Manage a specialist garden or work area as an individual or as the leader of a team of staff (normally more than 5 staff), supervising and training staff; and
 - (ii) Be accountable for completion of work to agreed standards; and/or
 - (iii) Solve technical problems of some complexity; and
 - (iv) Develop and present tours or talks as a representative of the organisation; and
 - (v) Document and communicate technical data and information to staff and/or the public.

Level 9

The occupant of a position established at Level 9 of this Award will:

- (a) Work independently on assigned specialist work programs or projects or manage a small number of work teams (normally up to four); and
- (b) Exercise independent judgement in areas of management and/or technical expertise; and
- (c) Have a recognised trades qualification or equivalent and have completed Advanced non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high level of technical and/or organisational and project co-ordination and well developed supervisory skills and relevant experience required to:
 - (i) Manage works programs or projects; and
 - (ii) Supervise staff; and
 - (iii) Be accountable for completion of work to agreed standards, time frames and budgets; and
 - (iv) Provide advice on technical matters and/or communicate technical information to the public and fellow staff; and
 - (v) Develop and present specialist tours, talks or programs for the public and/or for outside groups/organisations.

Level 10

The occupant of a position established at Level 10 of this Award will:

- (a) Work independently on assigned specialist work programs or projects or manage several (normally five or more) work teams; and
- (b) Exercise independent judgement in areas of management and/or technical expertise; and
- (c) Have a recognised horticultural or carpentry trades certificate or equivalent and have completed Advanced non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high level of technical, organisational and project co-ordination and well developed supervisory skills and relevant experience required to:
 - (i) Manage works programs or projects; and
 - (ii) Supervise staff; and
 - (iii) Be accountable for completion of work of technical complexity to agreed standards, time frames and budgets; and
 - (iv) Provide advice on technical matters and/or communicate technical information to the public, fellow members of staff and outside specialist bodies.

Level 11

The occupant of a position established at Level 11 of this Award will:

- (a) Work independently developing and implementing specialist projects or programs and/or manage a number of specialists or work teams; and
- (b) Exercise independent judgement in areas of management and/or technical expertise; and

- (c) Have a recognised horticultural or carpentry trades certificate or equivalent and have completed Advanced non- technical training modules, or be able to demonstrate equivalent prior learning, so that they have a high level of technical and organisational knowledge, management skills and relevant experience required to:
 - (i) manage works projects or programs; developing and co-ordinating work programs and schedules; and
 - (ii) supervise staff; and
 - (iii) be accountable for meeting agreed standards, time frames and budgets; and
 - (iv) provide advice on technical matters and/or communicate technical information to the public, peers, other members of staff and outside specialist bodies.

6. Progression

- 6.1 Appointment to a vacant position, other than progression through broad-banded positions, shall be by merit selection.
- 6.2 Progression through levels where there are broad-banded positions established within levels 2 to 11, shall be subject to satisfactory conduct and performance and the member of staff acquiring the skills and demonstrating the ability to perform the tasks defined for the next level and where those tasks are required to be performed.
- 6.3 The assessment of the suitability of a member of staff to progress to the next level within an established broad banded position shall normally be undertaken one month prior to the anniversary of the member of staff's appointment to the year 2 salary rate of their current level or by application by the member of staff or at any other time at the discretion of the Director. The initial assessment shall be made by the member of staff's supervisor and forwarded to the Director or another member of the Executive for approval.
- 6.4 Progression from year 1 to year 2 within a level shall be by way of an annual increment and be subject to satisfactory conduct and performance, as certified by the member of staff's supervisor and being approved by the Director or member of the Executive. The assessment of the member of staff's suitability of incremental progression shall normally be undertaken one month prior to the anniversary of their appointment to their current level. The member of staff must be promptly notified in writing of any decision to defer payment of an increment.
- 6.5 A member of staff shall have the right of internal appeal to the Director on progression matters through the established grievance procedures (refer Clause 7, Appeals Mechanism).
- 6.6 Nothing in this clause shall preclude a member of staff from exercising their right of an external appeal to the Government and Related Employees Appeal Tribunal.

7. Appeals Mechanism

- 7.1 A member of staff of the Historic Houses Trust shall have the right to appeal any decision made by their Agency in relation to their performance assessment review or in relation to promotion on merit from one level to another where this is available under the provision of this Award.
- 7.2 A member of staff shall submit a written submission outlining their case to the Director within twenty-eight (28) days of the decision being appealed.
- 7.3 The Director shall constitute an Appeals committee made up of one (1) management representative, one (1) relevant Public Service Association representative and one (1) peer who is acceptable to both Management and the Association.

- 7.4 The appeal shall be heard within twenty-eight (28) days of it being lodged and the recommendation of the committee shall be forwarded to the Director.
- 7.5 The decision of the Director shall be forwarded to the member of staff concerned within seven (7) days of the appeal being heard.
- 7.6 The appeals mechanism shall not cover matters that are dealt with either by the New South Wales Industrial Relations Commission or the Government and Related Employees Appeal Tribunal.

8. Grievance and Dispute Handling Procedures

- 8.1 The aim of this Procedure is to ensure that, during the life of this Award, industrial grievances or disputes are prevented, or resolved as quickly as possible, at the level at which they occur in the workplace. For the purpose of this Procedure, industrial grievances are distinguished from a grievance dealt with under public service grievance handling procedure (eg, complaints or discrimination).
- 8.2
- (a) In the first instance, the member of staff(s) will notify (in writing or otherwise) the immediate supervisor, or other appropriate person, as to the substance of the grievance/dispute, request a bilateral meeting to discuss it, and state the remedy sought.
 - (b) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act, 1977*) that makes it impractical for the member of staff to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Division Head or delegate.
 - (c) The immediate supervisor, or other appropriate member of staff shall convene a meeting in order to resolve the grievance/dispute within 48 hours (two (2) working days), or as soon as practicable, of the matter being brought to attention.
 - (d) If the matter remains unresolved, the matter shall be further discussed by the member of staff(s) and, at their request, the appropriate union delegate, the immediate supervisor, the supervisor's manager, and a more senior management representative. This should take place within 48 hours of the completion of step (b).
 - (e) If the matter remains unresolved and the member of staff(s) is/are union members, it should be discussed/ negotiated between representatives of the State Branch of the union(s) concerned, and relevant senior management of the employer. These actions should take place as soon as it is apparent that the earlier discussions will not resolve the grievance/dispute. In addition, in the case of a grievance, if the matter has not been resolved at the conclusion of this stage of discussions, the employer must provide a written response to the grievance, including reasons for not implementing any proposed remedy.
 - (f) A matter relating to the conditions of employment fixed by this Award may be submitted by one or the other of the parties when all other steps (a) to (d) above, have been exhausted, to the relevant industrial tribunal which may exercise its functions under the *Industrial Relations Act, 1996*.
 - (g) Where the issue in dispute relates to a change of work or management practice, the pre-existing practice shall be allowed to continue until the issue has been finally resolved. Neither party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.

9. Anti-Discrimination

- 9.1 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.

- 9.2 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.
- 9.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because they have made or may make or have been involved in a complaint of unlawful discrimination or harassment.
- 9.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 9.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

10. Deduction of Union Membership Fees

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

11. Consultative Committee

- 11.1 The Historic Houses Trust's Staff and Management Participation and Advisory Committee (SAMPAC) shall be used to monitor the implementation of this Award.
- 11.2 SAMPAC consists of, amongst other staff and management representatives, a representative of senior management and the Trust's Association delegate.

12. Area, Incidence and Duration

- 12.1 This award shall apply to Horticultural and Trades staff of the Historic Houses Trust in the Department of the Arts, Sport and Recreation.
- 12.2 This Award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees Historic Houses Trust (Gardens - Horticulture and Trades Staff) Award published 18 March 2005 (349 I.G. 282).
- 12.3 The changes made to the Award pursuant to the Award Review to give effect to s19 of the *Industrial Relations Act* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 13 September 2007.
- 12.4 The Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Effective from the first pay period commencing on or after 1/7/07

Horticultural/Trades Officer	Per Annum \$
Level One	34,010
Level Two Year 1	37,762
Level Two Year thereafter	38,759
Level Three Year 1	40,146
Level Three Year thereafter	41,575
Level Four Year 1	43,099
Level Four Year thereafter	44,396
Level Five Year 1	45,967
Level Five Year thereafter	47,196
Level Six Year 1	48,518
Level Six Year thereafter	49,863
Level Seven Year 1	51,277
Level Seven Year thereafter	52,810
Level Eight Year 1	54,480
Level Eight Year thereafter	56,701
Level Nine Year 1	58,925
Level Nine Year thereafter	61,128

Level Ten Year 1	63,056
Level Ten Year thereafter	64,827
Level Eleven Year 1	70,167
Level Eleven Year thereafter	74,527

Apprentice Gardeners shall be paid a percentage of the rate of pay applicable to Level Five, year 1:

Year One	=	45%
Year Two	=	60%
Year Three	=	75%
Year Four	=	85%

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (EXHIBITION PROJECT MANAGERS AND PROJECT OFFICERS) AUSTRALIAN MUSEUM AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 574 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Salaries
4.	Progression from level 5 to 6: Assessment Procedures
5.	Hours of work
6.	Overtime
7.	Anti- Discrimination
8.	Grievance and Dispute Settling Procedures
9.	Consultative Committee
10.	Conditions of Employment
11.	Required Skills
12.	Training Commitment
13.	Work Arrangements
14.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

- Attachment 1 - Nominated Organisational Skills
- Attachment 2 - Nominated Exhibition Skills
- Attachment 3 - General Fundamental Exhibition Skills
- Attachment 4 - Specific Fundamental Exhibition Skills
- Attachment 5 - Skills Listing - Exhibition Project Officer Level 2 - 5
- Attachment 6 - Skills Listing - Exhibition Project Officer Level 6 - 8
- Attachment 7 - Training Arrangements

2. Definitions

“Act” means the *Public Sector Employment and Management Act 2002*.

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

"Director" means the Director of the Australian Museum.

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

"DPE" means the position of Director of Public Employment under Chapter 6 of the *Public Sector Employment and Management Act 2002*.

"Exhibition Project Officer Level 1" means a staff member appointed as such and engaged in routine exhibition projects under general supervision of a more senior Project Officer; and who possesses a trade certificate in areas of Carpentry/ Joinery, Cabinet Making, Electronics, Radio Technology or equivalent plus a minimum of five years experience in a relevant field of exhibition production; or who possesses a recognised degree, diploma in Art/Communication, Architecture, Applied Arts, Design (Industrial, Interior, Graphic), Engineering or qualifications deemed equivalent; or who has relevant work experience of not less than nine years.

"Exhibition Project Officer Level 2 - 5" means a staff member appointed as such and engaged in both routine and complex exhibition projects and who gains skills in NOS; NES and both General FES (GFES) and Specific FES (SFES) as outlined in Attachment 5 and who possesses at least minimum qualifications required for Project Officer Level 1

"Exhibition Project Officer Level 6 - 8" means a staff member appointed as such and engaged in both routine and complex exhibition projects and who gains skills in NOS; NES and both General FES (GFES) and Specific FES (SFES) as outlined in Attachment 6 and who possesses at least minimum qualifications required for Project Officer Level 1 and has undergone skills training required for Project Officer Level 2 - 5.

"Exhibition Project Manager" means a staff member responsible for the control and direction of defined exhibition projects, including management of production teams and who possesses at a minimum qualifications required for Exhibition Project Officer, or relevant experience in Project Management; plus a demonstrated ability in management of exhibition projects.

"Nominated Organisation Skills" (NOS) means those skills required within the Museum to enhance the general abilities of staff as outlined in Attachment 1.

"Nominated Exhibition Skills" (NES) means those skills required within the Museum exhibition field acquired by all Exhibition Project Officers, as outlined in Attachment 2.

"General Fundamental Exhibition Skills" (GFE) means those skills which cover the major areas of specialisation within the Exhibition Division requiring a general working knowledge gained through work experience, exchange of ideas within/between project teams and/or short-term placement in the relevant area, as well as external course work. GFES are outlined in Attachment 3 - General Fundamental Exhibition Skills.

"Specific Fundamental Exhibition Skills" (SFES) means those more specialised skills which require specialist knowledge gained through tertiary and trade courses or relevant experience. Specific FES skills are required in one of the four components of the Division under separate categories of Design; Electronics and Media; Fabrication and Construction; and Preparation. SFES are outlined in Attachment 4.

“Staff member” means an officer, temporary employee or casual employee engaged under the Act.

3. Salaries

The salaries payable are prescribed in Part B, Monetary Rates, of this award.

Staff members appointed to the positions specified shall be paid the following salaries subject to the provisions of the *Public Sector Employment and Management Act 2002* and Regulation.

Progression from Level 1 to Level 2 shall be subject to satisfactory conduct and performance and demonstrated willingness by the staff member to undergo a skills training program as defined and certified by the supervisor and approved by the Head, Exhibitions and Creative Services.

Progression from Level 2 to Level 5 shall be subject to satisfactory conduct and service plus demonstrated ability and competence in the skills required at each level, as certified by both the supervisor and the Manager, Human Resources and approved by the Head, Exhibitions and Creative Services. This review shall be undertaken annually based on the anniversary of service of the staff member.

Appointment above the minimum rate to an advertised vacancy shall be determined by the Director (or delegated staff member) on recommendation of an established selection committee as long as the staff member can demonstrate possession of the required qualifications, experience and skills, including any overseas qualifications/ experience and any relevant voluntary experience.

A staff member who has served for twelve months on the rate prescribed for Exhibition Project Officer Level 5 may be advanced to Level 6 provided that the review panel has certified to the Director that

- (a) the staff member concerned has completed the necessary training and skills development and is able to demonstrate their ability to undertake such work; and
- (b) the staff member has indicated a willingness to participate in further skills training and development.

Progression from Level 6 to Level 8 shall be subject to satisfactory conduct and service plus demonstrated ability and competence in the skills required at each level, as certified by the Exhibition Project Manager and approved by the Head, Exhibitions and Creative Services. This review shall be undertaken annually.

Progression shall be by way of increments paid at 12 month intervals, subject to satisfactory conduct and services as certified by the Head, Exhibitions and Creative Services.

4. Progression from Level 5 to Level 6: Assessment Procedures

- (a) A review panel consisting of the Head, Exhibitions and Creative Services, the Assistant Director (Corporate Services) or their nominated delegate and a representative from the Association and/or a Union representative from the Museum elected for this purpose by Exhibition Project Officers for the term of this Award, shall be constituted to consider and recommend to the Director the progression of a staff member from Exhibition Project Officer Level 5 to Exhibition Project Officer Level 6. Panel membership may be expanded to ensure representation of relevant EEO target groups.
- (b) The members of the panel shall examine a written statement prepared by the staff member in support of their progression, as well as any other Museum papers or completed projects illustrating either the type of work performed by the staff member or are otherwise relevant to the question of progression of the staff member.
- (c) In the event that the committee members disagree on a recommendation, a written report shall be furnished to the Director from each individual committee member stating the reasons why progression is considered appropriate, or not as the case may be. The Director shall make a determination, which is binding on all parties.
- (d) The staff member shall have right of appeal to the Director, who shall be empowered to appoint an independent senior staff member to review the panel's decision-making process and make further recommendations to the Director regarding the staff member's appeal.

5. Hours of Work

The ordinary hours of work shall be thirty-five hours per week. Flexible working hours are provided in accordance with provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

6. Overtime

Overtime will be paid in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and the Personnel Handbook of New South Wales.

7. Anti-Discrimination

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

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

8. Grievance and Dispute Settling Procedures

- (a) 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.
- (b) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.

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

9. Consultative Committee

The Australian Museum's Joint Consultative Committee will be responsible for the implementation of this Award.

Changes to this Award that are considered appropriate during the term of this Award will be recommended by the Joint Consultative Committee to the Director for consideration.

10. Conditions of Employment

All conditions of employment for Exhibition Project Officers will be in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and the Personnel Handbook of New South Wales.

11. Required Skills

The Museum is required to annually review the NOS, NES, GFES and SFES skills listing to ensure continuing applicability and to add or delete skills where necessary. This will be carried out by a committee of the Head, Exhibitions and Creative Services, an Exhibition Project Manager, an Exhibition Project Officer who is a union member and a representative of the Association at their discretion and the Manager, Human Resources.

12. Training Commitment

Upon entering this Award the Museum has undertaken a commitment to provide resources and opportunities for the training of Exhibition Project Officers as far as reasonable within the Museum's overall Training and Staff Development budget and requirements.

Training shall be undertaken as outlined in Attachment 7.

13. Work Arrangements

It is agreed that the focus of day-to-day work arrangements for staff members covered by this Award will be on a project team basis, led by an Exhibition Project Manager.

There will be flexibility in the composition of project team members, depending on the core skill requirements of particular projects, but emphasis shall be given to encouraging the multi-skilling of staff members and broadening of work experience.

14. Area, Incidence and Duration

This award shall apply to all staff of the Australian Museum employed under the classification of Exhibition Project Manager or Exhibit Project Officer as defined in Clause 2 Definitions.

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

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Exhibition Project Managers and Officers Australian Museum Award published 28 May 2004 (344 I.G. 688) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect from 31 July 2007.

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

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

Classification	Annual Salary \$	Existing Common Salary Points
Exhibition Project Officer		
Skill Level 1	46,320	46
Skill Level 2	49,012	52
Skill Level 3	51,784	58
Skill Level 4	55,010	64
Skill Level 5	56,701	67
Skill Level 6	63,056	78
Skill Level 7	66,166	83
Skill Level 8	69,468	88

Exhibition Project Manager		
Year 1	74,527	95
Year 2	76,896	98
Year 3	79,947	102

ATTACHMENT 1

NOMINATED ORGANISATIONAL SKILLS

Nominated Organisational Skills (NOS) are those skills required within the Museum to enhance the general abilities of staff include:

Literacy Skills - ability to read and comprehend written material.

Numeracy Skills - ability to use basic principles of mathematics.

Manual Skills - skills in "hands-on" tasks.

Motor Skills - ability to use necessary tools, equipment, etc. required to complete tasks.

Oral Communication Skills - ability to articulate thoughts or ideas into words.

Written Communication Skills - ability to express thoughts or ideas in written form (including report writing, submissions, correspondence, text and other material).

Team Work Skills - ability to work as part of a group, to take directions and give input to the group process.

Occupational Health and Safety Knowledge & Application - understanding relevant legislation and safe work practices, including identification and removal of hazards and using this knowledge on the job.

Computing Skills - basic DOS, basic WordPerfect and use of Apple Mackintosh equipment and software.

On-the-Job Training Skills - ability to impart knowledge and skills applicable on-the-job to another person, including ability to teach and gauge when knowledge and skills have been acquired.

Train the Trainer Skills - ability to prepare and present a structured training program, setting measurable objectives, preparing visual and written training material and undertaking evaluation of the training.

Management & Supervision Skills:

Understanding of EEO Principles

Selection Techniques

Staff Appraisal

Planning/Organisational Skills

Time Management

Presentation Skills

Negotiating/Influencing Skills

Stress & Change Management

Decision Making/Problem Solving

Leadership & Team Building Skills

Project Management

ATTACHMENT 2

NOMINATED EXHIBITION SKILLS

Nominated Exhibition Skills (NES) are those skills required within the Museum exhibition field and acquired by all Exhibition Project Officers. Parts of certain NES skills will be acquired at different levels whilst a Project Officer is progressing through each level, with the end result that the total NES skill will be gained by the time the staff member has reached the required incremental level referred to in the agreement. These skills will need to be reviewed and updated with changes in technology development. This area also includes use and maintenance of audio visual equipment and methods. NES skills include:

Artefact Handling & Mounting - Placing objects within an exhibition, taking into account physical constraints and limitations for rare, fragile or otherwise precious artefacts. This includes object handling, other objects or materials that it may come into contact with, lighting levels, chemical sensitivity, etc. as well as taking into account the aesthetics of the exhibition as a whole. Artefact handling skills need to be gained before mounting skills can be acquired.

Lighting Techniques - Balancing both the function of the exhibition and the object itself in terms of lighting levels within a particular exhibition, as well as the levels the object can take and having regard for the aesthetic presentation of the object.

Maintenance Operations & Management - Foreseeing problems over time and building in solutions into the physical construction of displays, e.g. in the maintenance of an object considering the ease of access to it, environmental conditions, pest control, etc. during production of the exhibition. Maintenance operations refers to the actual hands-on activities involved in maintenance (e.g. signage, lighting, general repairs, etc.) and these skills would be gained prior to maintenance management skills.

Estimating & Costing - Planning for amount of material (foam, resin, etc.), equipment, staffing requirements for exhibition projects, including costing and estimating for any field trips and sub-contracting that needs to be undertaken.

Network Planning - Analysing and planning the multifaceted activities required to put together an exhibition from planning to construction to future maintenance and linking these activities together in the correct sequence.

Packing & Transport-Planning and undertaking packing and moving either parts or whole exhibitions to other institutions, taking into account conservation issues.

Electronics Operations & Applications - The use and application of electronics technology to exhibitions development, including computing (advanced software applications); laser disc; videodisc; general programming.

ATTACHMENT 3

GENERAL FUNDAMENTAL EXHIBITION SKILLS

General Fundamental Exhibition Skills (GFES) are those skills which cover the major areas of specialisation within the Exhibition division requiring a general working knowledge gained through work experience, exchange of ideas within/ between project teams and/or short-term placement in the relevant area, as well as external course work. General FES skills. are acquired by all Project Officers and include:

Painting, Finishing and Woodworking - Knowledge of methods and issues relating to selection and processes.

Drafting & Detailing - Plan and document reading and ability to convey technical instruction.

Presentation Mock-ups/Models - Design/build preliminary models and components used at visualisation stage of gallery projects.

Plastics Fabrication - Knowledge of methods and issues relating to selection and processes.

Metal Fabrication - Knowledge of methods and issues relating to selection and processes.

Exhibition Component Design - Knowledge of methods and issues relating to graphics; showcase and furniture design; models and interactives.

ATTACHMENT 4

SPECIFIC FUNDAMENTAL EXHIBITION SKILLS

Specific Fundamental Exhibition Skills (SFES) are those more specialised skills which require specialised knowledge gained through tertiary and trade courses or equivalent experience. Specific FES skills are required in one of the four components of the Division under separate categories of Fabrication and Construction; Electronics and Media: Preparation; and Design.

The skills required are:

Fabrication and Construction

Cabinet Making - includes furniture/showcase design; - K.D. techniques; security locks and fittings; glazing; laminating; lighting; linings, mounts and props; jib and cutters; special detailing doors, panels, etc.

General Construction - includes set out major sites; framing in timber and steel; floor setting timber and sheeting; wall sheeting gyprock, customwood, hardboard.

Painting and Finishing - includes spray enamel, lacquers, epoxy; antique wood colouring and finishings; wall painting; paper hanging and special effects.

Metal Fabrication - includes welding, bending, cutting, forming; finishing: sheet metal.

Partitions and Office Fitting - includes fabrication walls and ceiling panels; door fitting/sliding/suspended; concertina moveable partitioning; glazing and sound proofing.

Floor Coverings - includes carpet laying; vinyl flooring; underlay installation.

Restorations - includes investigating styles and materials; repairing antique furniture and fittings; undertaking upholstery, caning etc.

Electronics and Media

Systems Design - includes audio systems; video systems; multi-vision photo transparency systems; cinematic systems; integrated control systems; electronic signage/displays; interactive exhibits.

Systems Manufacture & Installation - includes electronic switching and control systems; microprocessor controls; installation and commissioning documentation.

Program Development - includes sound recording; video recording; post production; titling; special effects

Software Management - includes mastering and archival transcription; copyright and licensing; storage systems; transmission duplications.

Event Services - includes conference design and co-ordination; theatre screenings; media launch co-ordination; social functions; seminar services; transcriptions.

Electronic Servicing includes preventative maintenance; breakdown repairs: modification and upgrading existing hardware; back-up system.

Preparation

Preservation Techniques - includes invertebrate; plant preservation; tanning and finishing; maceration; freezer drying; study skin preparation.

Fabrication Techniques - includes thermoplastic fabrication; metal fabrication; timber fabrication; glass and ceramic.

Mechanical & Animated Effects - includes moving exhibits; prototypes; timed sequences; interactive exhibits, etc.

Moulding and Casting - includes polyesters; epoxies; urethanes; silicones; fillers plasticisers and colorants.

Diorama and Foregrounding Construction & Presentation - design and construction of environments.

Taxidermy - includes mounting of skins on modelled form and various other forms of presenting mammals, birds and fish skins.

Biological Model Making - includes models of cells, organs and biological systems (animals, plants or parts thereof).

Topographical Model Making - includes scale models of buildings and galleries Sculpture - includes modelling and carving.

Painting & Scenic Art - includes murals, rock art, surfaces of rock castings, caves, etc.

Fieldwork - includes flora, fauna, geological collecting, firearm handling, trapping, driving.

Photography - includes environments and landscapes, etc.; specimens - for reference.

Replication - includes creative substitutes in a wide variety of materials of man-made artefacts and objects from nature.

Research - includes new materials, techniques and approaches and exhibit specific research such as is used for the interpretation of scientific presentations.

Chemical Handling - includes safety and proper storage, shelf life, contaminants, etc.

Adhesives - includes the full range of specialised bonding applications for all materials used in exhibition construction.

Paints, Lacquers & Coatings - includes knowledge of surface finish applications and equipment.

Animal Husbandry - includes fauna maintenance as required by live exhibits.

Biological Presentation - includes wetbox presentation, osteological presentation, skeletal articulation. etc.

Design

Reprographic Camera Skills - line and screen work, program setting and manipulations (3-dimension work, time over-ride etc.)

Layout Skills - placement of text, photos and graphics and/or 3-dimensional objects to meet a design concept; as well as production of mock-ups or visuals to give a good representation of final product and for presentation to management, etc.

Paste-up/Finished Art Skills - accurate placement of copy including registration, cut, crop and fold marking; accurate photo scaling and cropping; accurate technical pen work; colour separation and overlays; and specifications for printers.

Drafting & Detailing Skills - preparing specifications for contractors, etc.; and documentation for exhibition projects and publications.

Desktop Publishing Skills - the production of documents using computer for layout of text, photos and graphics.

Computer Graphics - the production of graphics using specific computer graphic programs.

Typography Skills - understanding the use of faces point size, kerning, leading, spacing, column widths and type styles and copyfitting.

Print Media Skills - understanding of the printing processes; knowledge of paper types, weights and surfaces for ink hold; knowledge of colours and how to achieve them using screens, pms colours and colour separation; knowledge of Publication printing including pagination, photo placement, colour page placement and binding; knowledge of photo printing techniques (screens, mezzotints, duotints); knowledge of special effects such as deep etching, dye cutting, folding, embossing and gloss varnishing; knowledge of instructions for printers in all of the above; checking of printer proofs.

Colour Theory Skills - the use of harmonies, contrasts, hues and discords to meet a concept.

Illustration Skills - undertaking scientific illustrations, maps, posters and publication illustrations, mock-ups drafting and perspective illustration; and knowledge of illustration equipment (pencil, technical pen, air brush. etc.)

Three Dimensional Display Skills - knowledge of screen-printing, light box displays, exhibition lighting, large scale bromides, photo mural and mounding, directional signage in metal plastics, etc.

Editing - undertaking proof reading, label writing and text concepts.

Picture Research - undertake research for graphic and photo requirements for exhibitions; undertake research to gain a working knowledge of exhibition or graphic design subject matter; undertake research into new exhibition techniques.

ATTACHMENT 5

SKILLS LISTING - EXHIBITION PROJECT OFFICER LEVEL 2-5

NOS Skills Required:

Literacy

Numeracy

Manual Skills

Motor Skills

Oral Communication

Written Communication

Team Work

Occupational Health and Safety [Knowledge and Application]

Computing

On-the-Job Training

NES Skills Required:

Artefact Handling

Artefact Mounting

Lighting Techniques

Maintenance Operations

Packing and Transport

Electronics Operations

Electronics Applications

GFES Skills:

Painting and Finishing

Drafting and Detailing

Presentation Mock-ups/Models

Plastics Fabrication

Metal Fabrication

Exhibition Component Design

SFES Skills Required:

Exhibition Project Officers are required to gain skills in one of the four components of the Division under separate categories of Fabrication and Construction; Electronics and Media; Preparation; and Design, as outlined in Attachment 4.

ATTACHMENT 6

SKILLS LISTING EXHIBITION PROJECT OFFICER LEVEL 6-8

NOS Skills Required:

All skills as listed Attachment 5, as well as:

Train the Trainer

Management & Supervision Skills:

Understanding of EEO Principles

Staff Appraisal

Planning/Organising Skills
Presentation skills
Negotiating/Influencing Skills
Stress & Change Management
Decision Making/Problem Solving
Leadership & Team Building Skills
Selection Techniques
Time Management
Project Management

NES Skills Required:

All skills as listed in Attachment 5 as well as:

Maintenance Management
Estimating & Costing
Network Planning

GFES Skills Required:

All skills as listed in Attachment 3

SFES Skills Required:

Exhibition Project Officers are required to have a very high level of skills in one of the four components of the Division (Fabrication and Construction; Electronics and Media; Preparation; and Design), as outlined in Attachment 4.

ATTACHMENT 7

TRAINING ARRANGEMENTS

As per the Training Commitment in this Award (Clause 12), training shall be undertaken as follows:

Internal Courses - Courses will be designed as modules, particularly for NES skills. There will be a theoretical component developed by exhibitions staff with the expertise in the area and this material will be presented by the Museum's Training Officer. There will also be a practical component which will consist of project assignments, under supervision of the relevant exhibition staff member. Each course will have a set of instructional objectives and staff will be required to meet set performance standards.

It is also envisaged that the senior Exhibitions staff who may be called on to present courses will undertake a modified "Train the Trainer" program to both increase their skills in training and to meet the requirements of the Training Guarantee Legislation.

All NOS skills required in the Award will be covered by internal courses, which are planned for in the Museum's Staff Development Program prepared every six months by the Human Resource Manager.

There will be cases where external experts will be brought in to conduct specific training, for example in new equipment and technology, where this cannot be accommodated by Museum staff.

External Courses - There are several courses that may be undertaken externally. The Museum already has contacts with the relevant institutions, including TAFE and we will be liaising further with these bodies where the need arises for a specific course that cannot be dealt with in-house.

On-the-Job Training - This is an integral part of the Award. Many skills, particularly NES and GFES can best be learnt by direct work experience, rotation between Project Teams, participating in different kinds of projects (e.g. both small temporary and large semi-permanent exhibitions) and short-term placement with other staff specialists. At times, work activity and the exhibitions program may not be able to provide the range of skills needed through direct work experience. Therefore, the training will be undertaken through other means and be included in the Museum's Staff Development Program.

The Museum's Staff Appraisal Scheme will be used as a means of planning the training that needs to be undertaken by each staff member and an individual development and training program prepared on an annual basis by the staff member and supervisor, that will encompass the three different training options.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES CASINO CONTROL AUTHORITY - CASINO
INSPECTORS (TRANSFERRED FROM DEPARTMENT OF GAMING
AND RACING) AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 575 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Increments
4.	Leave
5.	Annual Leave Loading
6.	Family and Community Service Leave/Personal Carer's Leave
7.	Hours
8.	Overtime
9.	Shiftwork Arrangements
10.	Car Parking
11.	Higher Duties
12.	Grievance and Dispute Settling Procedures
13.	Anti-Discrimination
14.	Deduction of Union Membership Fees
15.	Secure Employment
16.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
17.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1- Rates of Pay

1. Definitions

"Act" means the *Casino Control Act 1992*.

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

"Authority" means the New South Wales Casino Control Authority constituted under the Act.

"Casino" means premises or part of premises, defined as a casino under section 19 of the Act.

"Chief Executive" means the Chief Executive of Casino Control Authority.

"Employee" means and includes persons employed on a full-time or part-time shift work basis in the position of Inspector or Supervising Inspector within the Casino.

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

"Personnel Handbook" means the Personnel Handbook of the NSW Public Service as published on the Department of Premier and Cabinet website and updated from time to time.

"Preliminary Training Rate" means the salary rate paid to Inspectors and/or Supervising Inspectors during their initial training period. Payment of this rate will cease immediately Inspectors and/or Supervising Inspectors commence shiftwork.

"Roster Cycle" means working 15 shifts at the casino and attending one training day of five hours over a five week cycle.

"Shift" means a period working 11 hours 20 minutes plus a 40 minute unpaid meal break but including two 15 minute paid crib breaks.

"Training Day" means one day of five hours for the purposes of providing additional training during a roster cycle.

"Working Day" under Clause 12 means any day except Saturday, Sunday or a public holiday in New South Wales.

"Family" under Clause 6 is the person who needs the employee's care and support and is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis.

"Relative" under Clause 6 is a member of the same household of the employee, where for the purposes of this definition:

- (a) "relative" means a person related by blood, marriage, affinity or aboriginal kinship structures;
- (b) "affinity" means a relationship that one spouse or partner has to relatives of the other; and
- (c) "household" means a family group living in the same domestic dwelling.

2. Salaries

Salaries for employees covered by this Award are set out at Part B Monetary Rates Table 1 - Rates of Pay of the Award. These salaries shall move in accordance with the Crown Employees (Public Sector - Salaries 2007) Award or any variation or replacement award.

The salary rates expressed in this award include a 30% allowance in full compensation for shift penalties which includes work on nights, weekends, and public holidays.

3. Increments

- (a) The payment of increments under the scale of salaries prescribed by Part B, Table 1 Rates of Pay shall be subject to satisfactory performance and the approval of the Chief Executive.
- (b) Subject to satisfactory performance, including training and development requirements for employees, permanent employees will progress along the relevant incremental rate of pay scale at the completion of each year of continuous employment.

4. Leave

Annual Leave:

Employees shall be entitled to 140 hours annual leave per annum plus the dollar equivalent of 35 hours recreation leave in lieu of work performed on Sundays and public holidays. This payment shall commence from 1/12/98 with the payment to be made, at the end of each leave year. All other provisions for annual leave are as contained in the Personnel Handbook and/or *Public Sector Employment and Management Act 2002* and General Regulation.

Other Leave:

The provision for all other forms of leave as prescribed by the Personnel Handbook and/or *Public Sector Employment and Management Act 2002* shall apply except that the time shall accrue and be taken as hours not days.

5. Annual Leave Loading

Employees are entitled to payment of an annual leave loading of 17.5% of the monetary value of 140 hours recreation leave accrued in a leave year. This annual leave loading is based on the salaries as prescribed in clause 2, Salaries.

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

The Chief Executive may grant family and community service leave to an employee:

- (a) for reasons related to the family responsibilities of the employee; or
- (b) for reasons related to the performance of community service by the employee; or
- (c) in a case of pressing necessity.

Family and community service leave replaces short leave.

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

- (a) 24.50 hours during the first 12 months of service and 49 hours in any period of 2 years after the first year of service; or
- (b) 7 hours for each year of service after 2 years' of continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period.

Family and community service leave is available to part-time employees on a pro rata basis, based on the number of hours worked.

Where family and community service leave has been exhausted, additional paid family and community service leave of up to 14 hours may be granted on a discrete "per occasion" basis on the death of a person defined in clause 1 Definitions.

When family and community service leave is exhausted, sick leave provisions may be used by an employee to care for a sick family member.

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

- (a) The entitlement to use sick leave in accordance with this clause is subject to
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined in clause 1 Definitions.
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement, minus any sick leave taken from that year's entitlement, to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) In special circumstances, the Chief Executive may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in paragraph (c) of this subclause.
- (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (g) Wherever practicable, the employee shall give the Chief Executive prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Chief Executive beforehand, notification should be given by telephone at the first opportunity on the day of absence.
- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

7. Hours

- (a) The normal hours of work for full-time employees shall be 175 hours per five week cycle.
- (b) The standard shift starting and finishing times shall be 7 am and 7 pm respectively. Nevertheless the starting and finishing time may be staggered by up to one hour as determined by the Chief Executive or delegate in consultation with the employee.
- (c) Normal hours of work shall be structured to avoid broken periods of duty (i.e. there shall be no split shifts).
- (d) Part-time employees shall work the same shift duration as full-time employees but the number and frequency of shifts shall be negotiated having regard to the exigencies of the Casino Control Authority and then fixed on the same basis as full-time employees.

8. Overtime

An employee may be directed by the Chief Executive 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 employees prior commitment outside the workplace, particularly the employees family and carers 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 Authority and the effect on client services;
- (d) the notice (if any) given by the Chief Executive regarding the working of the overtime, and by the employee of their intention to refuse the working of overtime; or
- (e) any other relevant matter.

9. Shift Work Arrangements

- (a) When rostered for shift work the employees shall be at the Casino for 12 hours which comprises of 11 hours 20 minutes on duty and an unpaid 40 minute meal break. There will also be included two 15 minute paid crib breaks.
- (b) Employees are not on duty during a meal break and are not required to answer calls. Employees shall not be required to work in excess of five hours without a crib break or a meal break. The meal break should be taken as near as possible to the middle of the shift.
- (c) The rostered time of a meal break may be varied by up to 15 minutes to suit operational needs.
- (d) Shift rosters once fixed can only be varied, with the approval of the Chief Executive or delegate. Employees shall ordinarily be given a minimum of eight calendar days notice of roster change and may voluntarily agree to a change in roster in a shorter time frame.
- (e) Where less than 48 hours notice is given of changed shift arrangements, employees will be paid overtime rates for that shift.
- (f) There shall be a minimum of 10 hours break between shifts.

10. Car Parking

Free parking shall be provided for employees at the Casino. It is not available for employees on training days at locations other than the Casino.

11. Higher Duties

- (a) Higher duties allowance may be paid on a shift by shift basis dependent on operational requirements.
- (b) Where an employee performs the whole of the duties and assumes all of the responsibilities of that more senior position he or she will, subject to satisfactory performance, be paid the difference between the employee's present rate of pay and the rate of pay that the employee would be paid if appointed to that position.
- (c) Where an employee does not possess the skills necessary to perform the whole of the duties and responsibilities of the more senior position at the time of relieving the employee will be paid subject to satisfactory performance an allowance based upon the proportion of duties actually performed.

12. Grievance and Dispute Settling Procedures

- (a) 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 Authority, if required.
- (b) 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.
- (c) 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 Chief Executive or delegate.
- (d) The immediate manager, or other appropriate employee, 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.
- (e) 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 Chief Executive.
- (f) The Chief Executive may refer the matter to the DPE for consideration.
- (g) If the matter remains unresolved, the Chief Executive 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.
- (h) An employee, at any stage, may request to be represented by the Association.
- (i) The employee or the Association on their behalf or the Chief Executive may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (j) The Employee, Association, Authority and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (k) Whilst the procedures outlined in subclauses (a) to (j) 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.

13. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the objective in section 3(f) of the *Industrial Relations Act 1996*, to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age and responsibilities as a carer;
- (b) It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

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

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

14. Deduction of Union Membership Fees

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

15. Secure Employment

- (a) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to

supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

- (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
 - (iii) Nothing in this subclause (a) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (b) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (c) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

16. 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 16(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 16(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 16(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.

17. Area, Incidence and Duration

This award covers Casino Inspectors transferred to the Casino Control Authority as a result of the *Casino Control Act 1992* from the Department of Gaming and Racing on 1 July 2001. Casino Inspectors recruited after 30 June 2001 are not under this award but are employed under the *Casino Control Act 1992*.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Casino Control Authority - Casino Inspectors (Transferred from Department of Gaming and Racing) Award 2004 published on 17 September 2004 (346 I.G. 430) and all the variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) and take effect on and from 31 July 2007.

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

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

- (a) Preliminary Training Rates - Inspectors

Classification	\$
Inspector - 1st Year of Service	55,010
Inspector - 2nd Year of Service	56,701
Inspector - 3rd Year of Service	61,128
Thereafter	63,056

(b) Salary Rates - Inspectors

Classification - Inspector	\$
1st Year of Service	71,514
2nd Year of Service	73,710
3rd Year of Service	79,466
Thereafter	81,974

(c) Preliminary Training Rates - Supervising Inspectors

Classification	\$
Supervising Inspector - 1st Year of Service	69,468
Supervising Inspector - 2nd Year of Service	71,546
Supervising Inspector - 3rd Year of Service	74,527
Thereafter	76,896

(d) Salary Rates - Supervising Inspector

Classification - Supervising Inspector	\$
1st Year of Service	90,309
2nd Year of Service	93,009
3rd Year of Service	96,886
Thereafter	99,965

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NSW DEPARTMENT OF PRIMARY INDUSTRIES) MINE SAFETY AND ENVIRONMENT OFFICERS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 576 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Preamble
3.	Definitions
4.	Parties to the Award
5.	Salaries
6.	Scope of Employment
7.	Appointment of Officers
8.	Progression of Officers
9.	Mine Safety and Environment Committee
10.	Review of Qualifications and Competencies
11.	Qualifications and Competencies - Acquisition and Maintenance
12.	Hours of Duty
13.	Mine Backshift Inspections
14.	Overtime, On Call and Call Out Arrangements
15.	Grading and Evaluation of Positions
16.	Department Induction Seminars
17.	Grievance and Dispute Settling Procedures
18.	Anti-Discrimination
19.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

SCHEDULES

Schedule 1 - Appropriate Qualifications

Schedule 2 - Statutory Requirements, Tertiary Qualifications and Competency-based Training Programme

PART A

1. Title

This award shall be known as the Crown Employees (NSW Department of Primary Industries) Mine Safety and Environment Officers Award.

2. Preamble

This award is made in recognition by the parties of the major structural reform resulting from the implementation of the Mine Safety Review Report tabled in the NSW Parliament on 9 April 1997. The award also recognises:

changes in duties, work practices, responsibilities, accountabilities;

appointment and promotion based on the acquisition of competencies;

creation of the classification of Mine Safety Officer;

separation of the occupational health and safety and environmental functions; and

in establishing rates of pay in this award, regard has been had to the rates of pay applicable to the mining industry,

for officers employed under the award.

3. Definitions

- (i) "Act" means the *Public Sector Employment and Management Act 2002*.
- (ii) "Appropriate Qualifications" are those qualifications relevant to the classifications under this award, which are:
- required by officers in order to fulfil the Department's responsibilities under the *Mines Inspection Act 1901*, *Coal Mines Regulation Act 1982*, or any relevant legislation enacted by the NSW Parliament during the term of this award; or
- from time to time identified and agreed as appropriate by the Department Head, following a review carried out by the Mine Safety and Environment Committee in accordance with clause 10, Review of Qualifications and Competencies; or
- otherwise recognised for progression purposes by the Department Head, in accordance with subclause (3) of clause 8, Progression of Officers.
- Current qualifications deemed appropriate to be held by officers under this award are set out in Schedule 1.
- (iii) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (iv) "Backshift", for the purpose of this award, is a mine-working shift which either commences or finishes outside the Department's business hours of 8.30 a.m. and 4.30 p.m., Monday to Friday.
- (v) "Department" means the NSW Department of Primary Industries, as specified in Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- (vi) "Department Head" means the Director-General of the NSW Department of Primary Industries.
- (vii) "Director" means Director of Mine Safety Operations.

- (viii) "DPE" means the Director of Public Employment, as established under the *Public Sector Employment and Management Act 2002*.
- (ix) "Inspector" means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002* who occupy positions of Inspector of Coal Mines, Inspector of Mines (Metalliferous), Electrical Inspectors and Mechanical Inspectors with the Department as described in the *Mines Inspection Act 1901*, *Coal Mines Regulation Act 1982*, and *Mining Act 1992* or may be classified as an Inspector or described by a new definition or description resulting from a variation or amendment to the aforesaid Acts and Regulation, or by new or other legislation.
- (x) "Job Evaluation" means an accredited system agreed to between the parties, to grade the positions of officers employed under this award.
- (xi) "Mine", for the purposes of this award, is the description contained in the *Mines Inspection Act 1901*, *Coal Mines Regulation Act 1982* and the *Mining Act 1992*.
- (xii) "Committee" means the Mine Safety and Environment Committee comprising the Director, or nominee, two Grade 4 Inspectors and three representatives of the Association or as otherwise comprised by agreement between the Department and the Association with the functions and responsibilities described in clause 9, Mine Safety and Environment Committee.
- (xiii) "Normal Work", for the purposes of clause 17, Grievance and Dispute Settling Procedures, will be work carried out in accordance with the officer's position or job description at the location where the officer was employed at the time the grievance or dispute was notified by the officer.
- (xiv) "Normal Working Hours" are the ordinary hours of work performed in accordance with clause 12, Hours of Duty.
- (xv) "Officer" means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002* who are appointed to positions classified under this award in the NSW Department of Primary Industries.
- (xvi) "Position" means a position as dealt with in s.9 of the *Public Sector Employment and Management Act 2002*
- (xvii) "Public Service" means the Public Service of New South Wales as defined in the *Public Sector Employment and Management Act 2002*.
- (xviii) "Regulation" means the Public Sector Employment and Management (General) Regulation 1996.
- (xix) "Service" means continuous service.
- (xx) "Salary Rates" means the ordinary-time rate of pay for the officer's grading and includes allowances for work conducted during a mine backshift, and for being on call outside normal working hours for the Grade 2, 3 and 4 officers described in subclause (1) of clause 12, Hours of Duty.

4. Parties to the Award

The parties to this award are the DPE and the Association.

5. Salaries

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

6. Scope of Employment

- (1) Employment will be either on a full-time, permanent part-time, part-time (on part-time leave without pay), or part-time (with part-time maternity leave) basis. Temporary staff may be employed as Inspectors should the need arise.
- (2) Officers may be required to undertake the full range of related work activities within the classification and grading.

7. Appointment of Officers

Appointment to any position covered by this award will be subject to a person or officer satisfying the requirements of the *Public Sector Employment and Management Act* 2002, Section 361 of the *Mining Act* 1992, or Section 32(2) of the *Mines Inspection Act* 1901, or clause 7(1) (a)-(d) inclusive of the *Coal Mines Regulation Act* 1982, or as may be otherwise determined or prescribed by legislation enacted by the NSW Parliament, or in accordance with the recommendations of the Mine Safety Review.

8. Progression of Officers

- (1) Progression Between Grades - Progression of officers between each Grade in this award will be on the basis of merit selection, and subject to a vacancy, provided officers meet the qualifications criteria listed in Schedule 1 applicable to the Grade to which they are appointed, or as otherwise determined in accordance with paragraph (a) of subclause (3) of this clause.
- (2) Progression Within Grades - Progression of officers within a Grade of this award will be subject to completion of 12 months' satisfactory service at each level within a Grade, with the following exceptions:
 - (a) Officers who have completed 12 months' satisfactory service at Grade 1 Level 7 will only progress to Grade 1 Level 8 if they possess the qualifications prescribed in Schedule 1, or have their qualifications or competencies accepted for progression from Grade 1 Level 7 to Grade 1 Level 8, in accordance with subclause (2) of clause 10, Review of Qualifications and Competencies.
- (3) Progression of Grade 1 Officers following a Qualifications or Competencies Review -
 - (a) An officer may apply to the Director in writing to request a review of their qualifications or competencies for progression from Grade 1 Level 7 to Grade 1 Level 8. Following receipt of the officer's application, the Director will convene a meeting of the Committee established in accordance with clause 9, Mine Safety and Environment Committee, to consider an officer's qualifications, not listed in Schedule 1, or to determine whether an officer possesses the competencies described in Schedule 2, and the relevant experience required, for progression to Grade 1 Level 8.
 - (b) The Committee will review the officer's application for progression in accordance with procedures and timeframe established by the Committee, in consultation with the officer, and make recommendations to the Department Head.
 - (c) The Department Head may approve, or not approve, the Committee's recommendation on an officer's qualifications within 15 working days of receipt of the Committee's report.

The Department Head will provide officers who fail to have their qualifications accepted for progression with written grounds and reasons for the decision within 15 working days of the determination.
 - (d) The date of progression for an officer from Grade 1 Level 7 to Grade 1 Level 8, recommended for progression in accordance with this subclause, will be:
 - (i) in accordance with paragraph (a) of subclause (2) of this clause; or

- (ii) following any lawful order or determination by the Industrial Relations Commission of New South Wales.
- (e) Nothing in this clause will prevent the Department Head progressing any officer(s) from Grade 1 Level 7 to Grade 1 Level 8, who meets any new, varied, amended or otherwise altered qualifications introduced after this award is made, in accordance with legislation enacted by the NSW Parliament.

9. Mine Safety and Environment Committee

- (1) A Mine Safety and Environment Committee will be formed by the parties to this award, with the following functions and responsibilities:
 - (a) The Committee will act as a forum of consultation between the Department and Association for the implementation of the recommendations of the Mine Safety Review Report, and for:
 - (b) the development of a team structure and team management approach to the organisation of officers' work and the discharge of their responsibilities:
 - (i) officers' workplan development, trialling, review and implementation;
 - (ii) the review of officers' work practices; and
 - (iii) the development, implementation, and ongoing review of training, professional development, competency units and elements, competency curriculum development, competencies acquisition, competency assessment, and competency maintenance programs, considered appropriate for officers employed under this award; and
 - (c) a review of appropriate qualifications and competencies for the appointment, progression and promotion of officers employed under this award in accordance with clause 10, Review of Qualifications and Competencies.
- (2) The Committee will meet every month, or as otherwise agreed between the parties to this award, or as otherwise required in accordance with this clause, paragraph (a) of subclause (3) of clause 8, Progression of Officers, or the said clause 10. The business of the meeting will be conducted as follows:
 - (a) The Director, or nominee, will be the Committee chairperson.
 - (b) The Department will provide a person, other than a management representative, to record the Committee's minutes. Minutes will be circulated to Committee members within 10 working days of each meeting.
 - (c) A draft Committee agenda will be circulated at least seven working days, or as otherwise agreed by the Committee, prior to a Committee meeting. Agenda items will be accepted up until two working days prior to a meeting.
 - (d) The Committee will, as far as possible, attempt to reach decisions and resolve outstanding issues by consensus.
 - (e) The Committee may co-opt any other officer employed by the Department, or invite any person to assist the Committee in carrying out its functions and responsibilities or to assist in resolving a grievance or dispute. The Committee will make recommendations to the Department Head arising from its functions and responsibilities.
- (3) If a dispute or grievance between representatives on the Committee remains unresolved, the Association and Department representatives will attempt to resolve a grievance or dispute with the Department Head, and in accordance with clause 17, Grievance and Dispute Settling Procedures.

10. Review of Qualifications and Competencies

- (1) The Committee will review the suitability of existing and future qualifications and/or competencies for the appointment and progression of officers employed by the Department.
 - (a) The Department Head will receive recommendations agreed to by the Committee before making a decision to:
 - (i) vary, amend, or otherwise alter qualifications or competencies for officers employed under this award listed in Schedules 1 and 2, respectively; or
 - (ii) identify new competency requirements for any group of officers employed under this award; and

all such matters will be determined within three calendar months, or as otherwise agreed to by the Committee.
- (2) The Committee will also make recommendations to the Department Head:
 - (a) to recognise, or not recognise, an officer's qualifications or competencies for progression from Grade 1 Level 7 to Grade 1 Level 8, following a review of the officer's qualifications or competencies in accordance with the provisions of paragraph (a) of subclause (3) of clause 8, Progression of Officers; and
 - (b) on resolving any difficulty, grievance, dispute or special circumstances related to the acquisition or maintenance of qualifications or competencies by any officer employed under this award.

11. Qualifications and Competencies - Acquisition and Maintenance

- (1) The Department Head will, subject to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, be responsible for providing suitable study leave arrangements for officers to either acquire qualifications prescribed in Schedule 1, or determined by the Committee in accordance with clause 10, Review of Qualifications and Competencies, for:
 - (a) an officer's progression, within a grade, in accordance with paragraph (a) of subclause (2) or paragraph (a) of subclause (3) of clause 8, Progression of Officers; or
 - (b) an officer to be eligible for promotion to a higher grade.
- (2) The Department Head will grant paid study leave necessary for officers to maintain any qualifications or competencies for the officers to comply with any legislative requirement imposed on an officer in the *Mines Inspection Act 1901*, *Coal Mines Regulation Act 1982*, or *Mining Act 1992* or any new legislation related to the officers regulating either safety and/or environmental standards at mine sites in NSW, or occupational health and safety for persons employed in the mining industry in NSW.
- (3) An officer who has not acquired, or maintained, competencies which are required in Schedule 2, through circumstances beyond their control, will continue to be employed at the same Grade and Level, and have their service recognised, for a maximum of 12 months.

12. Hours of Duty

- (1) All officers employed full-time under this award, occupying a Grade 2, 3 or 4 position, other than officers who occupy a position as Grade 2, Inspector (Environment), will be required to work 35 hours between Monday and Sunday of any week, unless otherwise directed, or required to work additional hours in accordance with clause 14, Overtime, On Call and Call Out Arrangements. These provisions also apply to the grades and classifications of officers described in subclause (2) who act in a higher graded position or classification.

- (2) All officers employed full-time under this award who occupy a Grade 1 position, or; a Grade 2 position, classified as Inspector (Environment), will be required to work 35 hours during the Department's normal business hours, Monday to Friday. Officers, with the approval of the Director, may work either standard hours or under the flexible working hours agreement applicable to the Department.
- (3) The Department Head may permit any officer employed under the provisions of subclause (1) of clause 6, Scope of Employment, who enters into a permanent part-time work agreement with the Department to vary the hours of work on any day, alter the days or number of days during a week, in which the officer previously carried out full-time work or was normally on duty, and alter any other work arrangement pursuant to clause 13, Mine Backshift Inspections, and/or subclauses (1) or (4) of clause 14, Overtime, On Call and Call Out Arrangements.

13. Mine Backshift Inspections

- (1)
 - (a) All officers whose hours of duty are prescribed in accordance with subclause (1) of clause 12, Hours of Duty, who are required to carry out an inspection of a mine, may be required to conduct 25 per cent of their total number of inspections in a calendar year, during the operation of a backshift at a mine, on any day a mine backshift is operating.
 - (b) All officers whose hours of duty are prescribed in accordance with subclause (2) of the said clause 12 may be directed, or rostered, to carry out an inspection of a mine during the operation of a mine backshift.
- (2) An officer whose hours of duty are prescribed in subclause (1) of clause 12, who carries out inspections of a mine during the operation of a mine backshift at any time outside the Department's normal business hours, will not be required to be on duty, either at a mine or at the officer's headquarters, after completing seven hours of duty on any day between 12.00 midnight Sunday and 12 midnight Friday, inclusive, unless otherwise directed by a senior officer or other person, or they are otherwise required to meet a provision of the *Mines Inspection Act 1901* or the *Coal Mines Regulation Act 1982*.
 - (a) The time required for the officer to carry out an inspection of a mine during the operation of a mine backshift on any Saturday, Sunday or public holiday will count as part of the officer's hours of duty performed in accordance with subclause (1) of clause 12.
 - (b) All time during which an officer is directed to carry out inspections at a mine during a backshift, in accordance with paragraphs (a) and (b) of subclause (1) of this clause, in excess of the 25 per cent of the officer's total number of inspections occurring in any calendar year, will be calculated in accordance with paragraph (ii) of subclause (2) of clause 14, Overtime, On Call and Call Out Arrangements.

14. Overtime, on Call and Call Out Arrangements

- (1) All officers who occupy, or temporarily act in, Grades 2, 3 and 4 positions, other than Grade 2 Inspector (Environment), who are required to carry out inspections or investigations at mines, are required to be available to be contacted outside the Department's normal business hours to ensure that the provisions of the *Mines Inspection Act 1901* and the *Coal Mines Regulation Act 1982* are met, unless unavailable due to any form of approved leave, approved Departmental activity or agreed permanent part-time work arrangement.
- (2) An officer, as described in subclause (1) of this clause, who is either directed or required by a senior officer of the Department, or requested by another person, to inspect mines, carry out investigations at mines or deal with any matter pursuant to the *Mines Inspection Act 1901* or *Coal Mines Regulation Act 1982* other than in accordance with clause 13, Mine Backshift Inspections, will be compensated with time off in lieu provisions in accordance with subclause (3) of this clause for overtime where the officer is directed or required to work on a Saturday, Sunday, public holiday or outside the Department's normal business hours.

Overtime will be calculated from the time the officer leaves their normal place of residence, any other place where the officer has finished work on a normal working day, or place where the officer is contacted outside the Department's normal business hours, and will be calculated to the nearest quarter hour; and

- (a) overtime for an officer in accordance with the said subclause (1) will finish at the time the officer returns to their normal place of residence, or other place where the officer commenced work, outside the Department's normal business hours; or
 - (b) all time during which an officer is directed to work in excess of ten hours on a normal working day, or in excess of 35 hours in a normal working week shall be calculated as overtime.
- (3) An officer may accumulate time in lieu entitlements worked in accordance with this clause and exhaust time in lieu entitlements separately or, with any period of recreation or extended leave subject to Department approval. An officer shall make every reasonable effort to exhaust accumulated leave in lieu entitlements progressively. Officers may also be directed to exhaust any accumulated entitlement at a time that is convenient to the Department.

The Department will require an officer to exhaust any outstanding leave in lieu entitlement following notice of resignation or retirement, and prior to the resignation or retirement of the officer.

- (4) The Department Head may remunerate any officer whose overtime arrangements are prescribed in subclause (2) of this clause for all, or part of, overtime worked in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 if it is mutually agreed between the officer and the Department Head. For all other purposes, other than the provisions stated in subclauses (2) and (3) of this clause, the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 will continue to apply to officers described in subclause (1) of this clause.
- (5) All officers whose hours of duty are prescribed in subclause (2) of clause 12 who are either required or directed or rostered to carry out an inspection of a mine during the operation of a mine backshift, or otherwise directed to work overtime, shall be subject to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 for all overtime worked, to meet the test case standards in regard to reasonable hours. All officers who elect to be compensated by time in lieu may accumulate and exhaust entitlements in accordance with subclause (3) of this clause.

15. Grading and Evaluation of Positions

Positions will be graded and evaluated according to an appropriate accredited job evaluation methodology or any other system agreed between the parties during the term of this award.

16. Department Induction Seminars

The Department will give the Association a minimum of two weeks written notice of proposed induction seminars for new officers.

The Department will allocate an agreed period of time during induction seminars for a member of the Association's Departmental Committee, or an officer of the Association, to address officers on the Association's role as an industrial organisation of employees and distribute Association membership forms and publications relating to membership benefits and services.

17. Grievance and Dispute Settling Procedures

- (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.
- (2) An officer is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.

- (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 officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (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.
- (5) If the matter remains unresolved with the immediate manager, the officer may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The officer may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (6) The Department Head may refer the matter to the DPE for consideration.
- (7) If the matter remains unresolved, the Department Head shall provide a written response to the officer and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (8) An officer, at any stage, may request to be represented by the Association.
- (9) The officer or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (10) The officer, Association, Department and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (11) Whilst the procedures outlined in subclauses (1) to (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 officer or member of the public.

18. Anti-Discrimination

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

- (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

19. Area, Incidence and Duration

- (1) This Award shall apply to all the classifications as defined herein.
- (2) The Officers regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Public Sector Employment and Management Act 2002*, Public Sector Employment and Management (General) Regulation 1996, Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and the Crown Employees (Public Sector - Salaries 2007) Award; or any awards replacing these awards.
- (3) This Award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Mine Safety and Environmental Officers - Department of Mineral Resources) Award published on 11 March 2005 (349 I.G. 36) and all variations thereof.
- (4) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of the New South Wales on 28 April 1999 (310 I.G. 359) take effect on 31 July 2007.
- (5) This Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

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

Classification		Common Salary Point	Column A Per year \$
Inspector Grade 1 -			
Mine Safety Officer	Level 1	50	48,143
Inspector (Information and Analysis)	Level 2	57	51,277
Inspector (Mining)	Level 3	63	54,480
Inspector (Environment)	Level 4	69	57,772
	Level 5	75	61,128
	Level 6	80	64,250

	Level 7	92	72,208
	Level 8	102	79,947
	Level 9	112	88,113
Inspector Grade 2			
Inspector (Review, Enforcement and Systems)	Level 1	-	100,322
Mine Safety Officer	Level 2	-	103,692
Inspector (Mining)	Level 3	-	106,990
Inspector (Environment)	Level 4	-	109,683
	Level 5	-	113,332
	Level 6	-	116,119
Inspector Grade 3 -			
Inspector (Management and/or Systems)	Level 1	-	128,000
Inspector (Mining)	Level 2	-	132,742
Inspector (Environment)	Level 3	-	137,921
	Level 4	-	143,032
	Level 5	-	148,141
Inspector Grade 4 -			
Regional Manager Grade 4	Level 1	-	150,147
Assistant Director	Level 2	-	155,711
Deputy Chief Inspector Grade 4			

SCHEDULE 1

APPROPRIATE QUALIFICATIONS

The following qualifications apply for the purpose of employment of officers under this award, unless otherwise varied, in accordance with clause 10, Review of Qualifications and Competencies, or by legislation enacted by the New South Wales Parliament:

- (1) the qualifications for officers prescribed in s. 8, *Coal Mines Regulation Act 1982*, and s. 32, *Mines Inspection Act 1901*; and/or
- (2) an appropriate degree, diploma or associate diploma which is relevant to the *Mining Act 1992*, granted by a recognised university or other tertiary institution.

SCHEDULE 2

STATUTORY REQUIREMENTS, TERTIARY QUALIFICATIONS AND COMPETENCY-BASED TRAINING PROGRAMME

- (a) Statutory Requirements - As determined by the *Mines Inspection Act 1901* and *Coal Mines Regulation Act 1982*, listed in Schedule 1, or in accordance with further relevant legislation as enacted by the NSW Parliament as a requirement for appointment or progression of an officer in accordance with clause 7, Appointment of Officers, subclause (1) of clause 8, Progression of Officers, or may be otherwise recognised for progression in accordance with subclause (3) of the said clause 8.
- (b) Tertiary Qualifications - Qualifications obtained at a university or tertiary institution listed in Schedule 1, or which is otherwise recognised for progression purposes in accordance with subclause (3) of clause 8.
- (c) Competency-based Training Programme - Competency Units and Elements - The Department's training programme is designed for officers to progressively acquire competencies during their progression within a Grade with the aim to make each officer competent to progressively perform the full range of duties and responsibilities relevant to their Grade and be competent and eligible for promotion to a higher Grade, subject to subclause (1) of clause 8.

The competency-based training programme for each Grade and Level within a Grade is based on the competency units and elements in this subclause, and has been developed in accordance with clause 9,

Mine Safety and Environment Committee. An officer's competency- based training programme for a year shall be included in their annual Performance Management Workplan. The officer must be capable of demonstrating that they can effectively use all the competencies relevant to their Grade by the time the officer has completed 12 months' service at the last Level of each Grade. All competencies described for each Grade in this subclause are relevant to the Grade.

The competency elements and units which constitute the competency-based training programme for each Grade of Mines Inspectors (M) and Environment Inspectors (E) covered by this award, are listed as follows:

- (i) Gathering and analysing information - Grades 1, 2, 3 and 4 (M and E) - Identify, gather and analyse relevant information and draw logical conclusions.

Competency elements:

build co-operative working relationships with industry;

identify actual and potential deficiencies in site occupational health and safety management/environmental degradation;

accurately collate data from field observations;

prepare clear and concise written reports, which include conclusions and recommendations.

- (ii) Enforcement - Grades 1, 2, 3 and 4 (M and E) - The competencies for this element are abilities to police and utilise the legislative and statutory provisions, when required, to explain to all persons employed at a mine the employer and employee responsibilities under these provisions, and to prosecute any employer, employee or other person at a mine whom the officer has reason to believe has committed an offence under the legislation and/or statutory provisions.

Competency elements:

detailed understanding of the Department and an officer's statutory requirements and responsibilities;

written and verbal communication skills to be able to communicate requirements and suggest solutions;

knowledge and skills to assist Department legal officers, or counsel, to prosecute a matter before a Court;

interpret legislation into "user friendly" language.

- (iii) Safety Management Systems Reviews - Grades 2, 3 and 4 (M) - Skills, knowledge and experience to conduct high level reviews of management systems for comprehensive mine safety systems. The term "review", in this instance, relates to audit, analysis, critique and correction.

Competency elements:

build and maintain co-operative working relationships with mining industry management at a senior level;

interpersonal and technical knowledge and skills to advise, guide and lead junior officers and employers and employees engaged in the mining industry;

effectively plan, anticipate and identify issues, opportunities, implications and solutions;

use personal initiative and knowledge, skills and experience to advise mine management and mine employees on implementing solutions;

can successfully assess and analyse the design, development, management, control, documentation and communication of work practices, policies, programmes, procedures, training and resourcing;

effectively review progress of projects against planned and statutory obligations for occupational health and safety, provide a clear and concise analysis of the findings and implement corrective strategies with mine management and employees;

successfully audit operational safety monitoring systems, provide a clear and concise analysis of the findings and implement corrective strategies;

identify, monitor and acknowledge sustained improvements in mine site safety and work practices.

- (iv) Audit and Assessment Training (Safety/Environment) - Grades 2, 3 and 4 (M and E) - Successful completion of an Audit and Assessment Course, approved by the Mine Safety and Environment Committee, conducted by an external body.

Competency elements:

satisfactory completion of a course with an emphasis on safety management systems.

- (v) Field Exercise - Grades 2 and 3 (M) - Completion of a safety management systems review, approved by the Mine Safety and Environment Committee, conducted at a mine site and assessed in accordance with Schedule 3.

Competency elements:

successfully review, assess and analyse an approved safety management system under implementation at a mine site and document corrective strategies.

- (vi) Integrated Management Systems Analysis - Grades 2, 3 and 4 (M and E) - Knowledge, experience and skill required to investigate, analyse, judge and redirect integrated management systems influencing or acted upon by industry and legislative external factors, which may include occupational health and safety considerations.

Competency elements:

work with industry management at a senior level;

use interpersonal and technical knowledge and skills to advise, guide and lead junior officers, mine management and employees;

effectively plan, anticipate and identify issues, opportunities, implications and solutions, use personal initiative and knowledge, skills and experience to implement solutions;

successfully assess and analyse the design, development, management, control, documentation and communication of work practices, policies, programmes, procedures, training and resourcing;

effectively review progress of projects against planned and statutory obligations covering environmental issues at mine sites, provide a clear and concise analysis of the findings and implement corrective strategies;

successfully audit operational environmental monitoring systems, provide a clear and concise analysis of the findings and assist mine management and employees to implement corrective strategies;

identify, monitor and acknowledge sustained improvements in environmental performance and mining practices;

knowledge of emergency safety procedures and operations in a mine.

- (vii) Understanding of Safety Management Systems - Grades 1 to 4 (E) - Demonstrated knowledge and understanding of the role of the Department's inspection and support services and the safety management system review process.

Competency element:

knowledge and understanding of mining occupational health and safety issues, how improvements are influenced and achieved by Inspectorate initiatives, and how occupational health and safety programmes relate to other Department programmes.

- (viii) Management Requirements Grades 3 and 4 (M and E) - An officer will be required to exhibit the knowledge, experience and skills required to successfully pursue the implementation of best practice by the mining industry in occupational health and safety, environmental protection and resource management.

Competency elements:

can take responsibility and be accountable for decisions;

successful promotion of the Department and enhance its credibility with stakeholders;

persuade others on major issues and encourage and manage debates with stakeholders.

effectively delegate responsibility, empower other officers and build co-operative working relationships;

experience and knowledge to actively contribute to the training and skills acquisition of junior officers, and professional development;

inspire team cohesion and maintain good morale and motivation of individual officers and teams;

communicate to junior officers and the industry the Department's direction and purpose, and the ability to sponsor and direct major initiatives;

maintain focus in reviewing progress of Department or industry initiatives;

develop, or adapt to and communicate on, changes of policy or new strategies, methods or initiatives which identify new solutions or contribute to continuous improvement in resolving mine occupational health and safety or environmental issues;

knowledge, experience and understanding of Department management practices and their application;

apply objective judgement in balancing potential industry gains with potential industry risks; communication skills to liaise, communicate and negotiate with all stakeholders to achieve effective outcomes;

understanding and knowledge to apply Public Service procedures, protocols and requirements to junior officers and other stakeholders.

- (ix) Advanced Team Leadership Training (Grade 3 M and E) -

Competency element:

Officers will have attended and successfully completed an externally conducted Advanced Team Leadership Course, approved by the Mine Safety and Environment Committee.

- (x) Mine Safety Management Systems Abilities - Grade 2 (M) - Officers will have to demonstrate a high level of knowledge and understanding of the operation and function of the Department's inspection and support services and the safety management system review process, and further demonstrate knowledge and understanding in industrial safety management systems generally.

Competency elements:

high level of knowledge and understanding of mining occupational health and safety Issues, and how improvements can be either influenced or achieved by the Department's Inspectorate;

comprehensive knowledge and experience in industrial safety management systems;

attendance at a combination of internal and external training courses in relation to safety management systems.

- (xi) Major Project Capabilities - (Grade 3 M and E) - Skills required to design, implement, manage and successfully conclude a project which has significant impact on the mining industry, or the operations of the Department's Mine Safety and Environment Division.

Competency elements:

effectively design a complex project using technical skills and experience;

modify the project design to suit alternative suggestions without compromising the project;

accept full management responsibility for the project;

develop and maintain an efficient programme of work;

implement and maintain best practice occupational health and safety/environmental standards;

maintain probity and complete the project;

achieve project completion within set timeframe and budget parameters.

R. W. HARRISON *D.P.*

**CROWN EMPLOYEES (NSW ATTORNEY GENERAL'S
DEPARTMENT - REPORTING SERVICES BRANCH) SOUND
REPORTERS AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 582 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

PART A

**INTRODUCTION, INTENTIONS AND COMMITMENTS, PARTIES, ARRANGEMENT AND
DEFINITIONS**

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Introduction, Intentions and Commitments, Parties
3.	Definitions
4.	Salary and Classification Levels for Multi-Skilled Reporters and Sound Reporters Dual Remote
5.	Competencies required of Multi-Skilled Sound Reporters and Sound Reporters Dual Remote
6.	Progression of Multi-Skilled Sound Reporters and Sound Reporters Dual Remote
7.	Variation of Employment Conditions
8.	Benefits and Efficiencies
9.	Response to Technological Changes
10.	Grievance and Dispute Settling Procedures
11.	Anti-Discrimination
12.	Occupational Health and Safety
13.	Area, Incidence and Duration

2. Introduction, Intentions and Commitments, Parties

- 2.1 This Award shall be known as the "Crown Employees (NSW Attorney General's Department - Reporting Services Branch) Sound Reporters Award 2007".
- 2.2 The intentions and commitments of this Award are to:
- 2.2.1 Provide a link between the competencies and the salaries of employees being trained for and holding the positions of Multi-Skilled Sound Reporter and Sound Reporter Dual Remote.
- 2.2.2 Provide the competencies, which must be held by each employee in order to progress through the classification structure.
- 2.3 The parties to this Award are the NSW Attorney General's Department, the Director of Public Employment, the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

2.4 This Award shall be in four parts as follows:

Part A - Introduction, Intentions and Commitments, Parties, Arrangement and Definitions

Part B - Arrangements for Salary and Classification Levels

Part C - Technological Changes

Part D - Dispute Resolution, Anti-Discrimination, Occupational Health and Safety, Incidence and Duration.

3. Definitions

“Act” means the *Public Sector Employment and Management Act 2002*.

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

"Competencies" means the list of skills which must be possessed by the individual at the time of recruitment or acquired during the training period.

"Continuous Monitoring" means the actual recording of proceedings before two Courts or Tribunals simultaneously. "Micro pauses" form part of the continuous period.

"Department" means the NSW Attorney General's Department.

"Departmental standards" means the standards agreed to by the Department and the Association which form the basis for the production of transcript and monitoring and logging of proceedings.

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

"Log Notes" means the written or electronic record of the progress of proceedings.

"Monitoring" means to record the proceedings.

"Multi-Skilled Sound Reporter" means a reporter trained and able to perform the duties of both monitoring and logging court proceedings and transcribing court proceedings.

"Recruitment" means merit based recruitment in accordance with the provisions of the *Public Sector Employment and Management Act 2002*.

"Reporting Services Branch" means a business centre of the NSW Attorney General's Department.

"Sound Reporter Dual Remote" means a Multi-Skilled Sound Reporter who accurately records dual court proceedings from a location outside the courtroom and monitors and logs to ensure that the transcription of proceedings meets Departmental Standards.

"Sound Reporter (monitor)" means a sound reporter who is trained and able to perform the duty of monitoring and logging court proceedings only.

"Sound Reporter (typist)" means a sound reporter who is trained and able to perform the duty of transcribing court proceedings only.

"Trainee Multi-Skilled Sound Reporter" means a temporary member of staff under a contract of employment who has gained a position as a result of recruitment action and is undergoing training in both monitoring and logging of court proceedings and the transcription of court proceeding.

"Transcribe" means to produce a typed record of recorded proceedings.

PART B**ARRANGEMENTS FOR SALARY AND CLASSIFICATION LEVELS****4. Salary and Classification Levels for Multi- Skilled Reporters and Sound Reporters Dual Remote**

- 4.1 The following salary and classification structure will apply to those persons who are successful in being employed to the following positions:

Classification Level	Year	From first pay period on or after 1/7/2007 \$
Trainee Multi-Skilled Sound Reporter	1	46,320
Multi-Skilled Sound Reporter	2	49,012
Multi-Skilled Sound Reporter	3	50,356
Multi-Skilled Sound Reporter	4	51,784
Multi-Skilled Sound Reporter	5	53,344
Sound Reporter Dual Remote		55,010

- 4.2 All salary rates will be increased in accordance with the Crown Employees (Public Sector - Salaries 2007) Award and any variation or replacement award. The rates contained in subclause 4.1 equate to those of Clerk, Grade 1, first year of service, Clerk Grades 2 to 3, and Clerk Grade 4, first year of service, of the Administrative and Clerical Officers - Salaries schedule of that Award.
- 4.3 These salary rates will be used to determine superannuation employer contributions made to each employee under this Award.

5. Competencies Required of Multi-Skilled Sound Reporters and Sound Reporters Dual Remote

- 5.1 The following competencies must be met by Trainee Multi-Skilled Reporters to be eligible for appointment as a Multi-Skilled Sound Reporter. Upon completion of training and having met the following required competencies, permanent appointment will be confirmed:
- 5.1.1 Keyboard typing at fifty words per minute with ninety eight percent accuracy.
- 5.1.2 English literacy skills including punctuation, grammar and spelling with seventy five percent accuracy.
- 5.1.3 Satisfactorily transcribe five minutes from live court proceedings.
- 5.1.4 Undertake operation of in-court recording equipment to Departmental standards.
- 5.1.5 Keep monitoring log notes to Departmental standards.
- 5.1.6 Produce transcription production to Departmental standards.
- 5.1.7 Demonstrate satisfactory conduct and services including the ability to work in a team, the ability to work in a high volume and demanding environment and the ability to follow reasonable instructions.
- 5.2 Trainee Multi-Skilled Sound Reporters who are able to demonstrate all the competencies listed in subclause 5.1 of this Award, at the conclusion of the training period, will be appointed as Multi-Skilled Sound Reporter Year 2, in accordance with subclause 4.1 of this Award.

- 5.3 In addition to the competencies to be met for the position of Multi-Skilled Sound Reporter, listed in subclause 5.1 of this Award, the following competencies must be met to qualify for appointment to the position of Sound Reporter Dual Remote:
- 5.3.1 Demonstrated ability to monitor proceedings in dual courts simultaneously while maintaining concentration over protracted periods of time subject to the provisions of Clause 12 of this Award.
 - 5.3.2 Demonstrated superior knowledge of court room procedure.
 - 5.3.3 Demonstrated ability to work in isolation whilst monitoring and transcribing.
 - 5.3.4 Demonstrated ability to understand diverse voices, accents, languages, and meanings in the court.
 - 5.3.5 Demonstrated ability to work in the limited confines of a remote booth while maintaining physical dexterity.
- 5.4 Other competencies may be added to the position of Sound Recorder Dual Remote by agreement between the Department and the Association as the position of Sound Reporter Dual Remote evolves.

6. Progression of Multi-Skilled Sound Reporters and Sound Reporters Dual Remote

- 6.1 Progression through Years 2 to 5 as shown in subclause 4.1 of this Award will be incremental and dependent upon satisfactory performance and conduct.
- 6.2 Incremental progression will be in accordance with clause 16 of the Public Sector Employment and Management (General) Regulation and the Personnel Handbook.
- 6.3 Multi-Skilled Sound Reporters employed by the Department as Clerk Grade 1 at the time this Award takes effect will automatically progress to Multi-Skilled Sound Reporter Year 2, as set down in subclause 4.1 of this Award.
- 6.4 Multi-Skilled Sound Reporters employed by the Department as Clerk Grade 2 and being paid at the maximum rate at the time this Award takes effect will automatically progress to Multi-Skilled Sound Reporter Year 4, as set down in subclause 4.1 of this Award.
- 6.5 Multi-Skilled Sound Reporters employed by the Department as Clerk Grade 2 and being paid at the minimum rate at the time this Award takes effect will automatically progress to Multi-Skilled Sound Reporter Year 3, as set down in subclause 4.1 of this Award.
- 6.6 Employees of the Department who are qualified as Multi-Skilled Sound Reporters will be eligible to apply for the advertised positions of Sound Reporter Dual Remote. Multi-Skilled Sound Reporters will only progress to this level upon merit based appointment.
- 6.7 Applications for the positions of Sound Reporter Dual Remote will be on a voluntary basis.
- 6.8 External applicants may also apply and be recruited by the Department to be trained for the position of Sound Reporter Dual Remote. The Department will invite applications internally in the first instance in any recruitment process. Where the Department is unable to attract a sufficient field of applicants for the positions of Sound Reporter Dual Remote, external recruitment will proceed. Successful external applicants for the position of Sound Reporter Dual Remote will be eligible for temporary appointment at Year 1 as set down in subclause 4.1 of this Award. Upon completion of training and having attained all the required competencies set down in this Award, remuneration will be at the level of Sound Reporter Dual Remote.
- 6.9 Following implementation of this Award, subsequent recruitment for the positions of Multi-Skilled Sound Reporter and Sound Reporter Dual Remote will be in accordance with the merit based selection processes under the *Public Sector Employment and Management Act NSW 2002*.

7. Variation of Employment Conditions

- 7.1 Subject to the satisfactory conduct and performance of duties, the Department will not take any action to vary the employment of a Multi-Skilled Sound Reporter whilst there remains work to be performed which is associated with the duties of the Multi-Skilled Sound Reporter position. If the situation occurs where the work to be performed by a Multi-Skilled Sound Reporter no longer remains, the Department will follow the prevailing policies and procedures.
- 7.2 The Department may vary the location of the employment of Multi-Skilled Sound Reporters on a needs basis and in accordance with the agreed terms of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and other applicable industrial instruments.
- 7.3 Any internal applicant who is appointed to the position of Sound Reporter Dual Remote on the basis of competitive merit selection may return to their position which they occupied immediately before being appointed to a Sound Reporter Dual Remote at their request immediately if made within one month of their appointment.
- 7.4 Any appointee returning to their former position in accordance with subclause 7.3 of this Award will return to the grade and salary level which applied to them immediately before being appointed to the Sound Reporter Dual Remote position.

8. Benefits and Efficiencies

- 8.1 It is acknowledged by all parties to this Award that the following benefits and efficiencies will be achieved as a result of the effect of this Award:
- 8.1.1 Ability to convert Multi-Skilled Sound Reporter positions to Sound Reporter Dual Remote positions.
- 8.1.2 Reduction in the use of private contractors to undertake the work performed by staff covered by this Award
- 8.1.3 Improved staff skill development.
- 8.1.4 Creation of a progressive career path for employees.
- 8.1.5 Implementation of new technology.

PART C

TECHNOLOGICAL CHANGES

9. Response to Technological Changes

- 9.1 Technological change affects directly the service provided by the Reporting Services Branch ("RSB"), including the way the business is conducted, the scope and number of positions providing the service and the manner in which work is organised. It is vital to the ongoing success of RSB that opportunities presented by technology be identified and introduced continually. To enable this, Parties to this Award agree to:
- 9.1.1 In consultation with the Association, review the business whenever significant technological change occurs.
- 9.1.2 The review process will take into account the changes technology has brought to the business and the probable changes that technology may bring about in the next two year period.
- 9.1.3 Create a team within RSB that will continually evaluate emerging technology and work practices in consultation with the Association, with a view to implementing these throughout the business.

9.1.4 Regular benchmarking exercises will be conducted to ensure that best practice in the delivery of reporting services is attained, consistent with the objectives of subclause 9.1.3.

9.1.5 Renegotiate this Award at the completion of two years.

PART D

DISPUTE RESOLUTION, ANTI-DISCRIMINATION, OCCUPATIONAL HEALTH AND SAFETY, INCIDENCE AND DURATION

10. Grievance and Dispute Settling Procedures

- 10.1 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.
- 10.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 10.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act, 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 10.4 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.
- 10.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- 10.6 The Department Head may refer the matter to the DPE for consideration.
- 10.7 If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 10.8 A staff member, at any stage, may request to be represented by the Association.
- 10.9 The staff member or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 10.10 The staff member, Association, Department and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 10.11 Whilst the procedures outlined in subclauses 10.1 to 10.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

11. Anti-Discrimination

- 11.1 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.
- 11.2 It follows that in fulfilling their obligations under clause 10 of 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 an application to vary any provision of this Award, which by its terms or operation, has direct or indirect discriminatory effect.
- 11.3 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.
- 11.4 Nothing in this clause is taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) and/or a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 11.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES

- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (ii) Section 56(d) of the *Anti-Discrimination Act 1997* provides:

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

12. Occupational Health and Safety

- 12.1 The parties to this Award agree to adhere to the provisions of the *Occupational Health and Safety Act 2000* (NSW).
- 12.2 Subject to the outcome of any occupational health and safety risk assessment, the Department and the Association agree that a Sound Reporter Dual Remote is entitled to a break of two hours from continuous monitoring after four hours of continuous monitoring.
- 12.3 During the break from continuous monitoring referred to in subclause 12.2, a Sound Reporter Dual Remote may be deployed to perform other duties at the direction of the Department subject to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

13. Area, Incidence and Duration

- 13.1 This Award shall apply to all employees of the Reporting Services Branch of the NSW Attorney General's Department holding the positions of Multi-Skilled Sound Reporter or Sound Reporter Dual Remote.
- 13.2 This award shall also apply to those persons who have been recruited by the Department to be trained for the position of Multi-skilled Sound Reporter and Sound Reporter Dual Remote.
- 13.3 This award will exclude employees holding the positions of Sound Reporter (typist) and Sound Reporter (monitor).
- 13.4 Where this Award is silent, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 will apply.
- 13.5 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (New South Wales Attorney General's Department Reporting Services Branch Sound Reporters) Award 2003 published 27 June 2003 (340 I.G. 139) and all variations thereof.
- 13.6 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 31 July 2007.
- 13.7 The award remains in force until varied or rescinded, the period for which it was made having already expired.

R. HARRISON *DP.*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (NEW SOUTH WALES DEPARTMENT OF
AGEING, DISABILITY AND HOME CARE) COMMUNITY LIVING
AND RESIDENTIAL AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 595 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Salaries
4.	Hours
5.	Roster of Hours
6.	Part-time Workers, Permanent Part-time Workers Temporary and Casual Workers
7.	Overtime
8.	Time in Lieu of Overtime
9.	Penalty Rates for Shift Work and Weekend Work and Special Working Conditions
10.	Sleepovers
11.	Meals
12.	Annual Leave (Recreation Leave)
13.	Public Holidays
14.	Paid Union Leave
15.	Payment and Particulars of Salary
16.	Accommodation and Amenities
17.	Uniforms and Protective Clothing
18.	New Classifications
19.	Dispute Resolution Procedures
20.	Anti-Discrimination
21.	Association Representative
22.	Notice Board
23.	Medical Examinations
24.	Deduction of Union Membership Fees
25.	Mobility of Staff
26.	General Conditions
27.	Extra Claims
28.	Area, Incidence and Duration
29.	Leave Reserved

PART B

COMPETENCY BASED SALARY STRUCTURE,
MONETARY RATES AND ALLOWANCESSchedule 1 - Competency Based Training & Classification
Structure. Residential Support WorkerSchedule 2 - Transitional Arrangements - Residential Support
WorkersSchedule 3 - Transitional Arrangements Community
Workers/Community Support Workers

Schedule 4 - Monetary Rates

Schedule 5 - Allowances

2. Definitions

"Act" means the *Industrial Relations Act 1996* and its Regulations and any replacement Act and Regulations.

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

"Casual Employee" means an employee who is engaged on a casual basis.

"Community Consultant" means a person appointed as such to a designated position in a non-residential setting who provides direct intervention and case management for clients with complex needs including the design, co-ordination and supervision of client programs that include behaviour intervention, independent social and vocational skills training and provide clients with community access support in a multi-disciplinary team setting in Community Support Teams. A person appointed to this position also participates in and facilitates consultation with other agencies.

"Community Worker" means a person appointed as such to a designated position in a non-residential setting who provides direction intervention and/or case management including designing client programs to provide independent living and social, vocational, leisure and recreation skills training and community access support in a team setting.

"Community Support Worker" means a person appointed to a position designated as such in a non-residential setting who implements intervention plans which provide independent living, social and vocational skills training, community access support, and leisure, recreation and adult education in consultation with other professional staff and Community Workers in Day Programs.

"Day Worker" means a worker who works their ordinary hours from Monday to Friday and who commences work on such days at or after 6.00 a.m. and before 10.00 a.m. otherwise than as part of a shift system.

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

"Community Residential Centre (CRC)" means any location where a direct service is provided to disability clients of the Department in a community residential environment which includes group homes, hostels, respite care centres, etc.

"Community Support Services (CSS)" means any non-residential direct service to clients including community based activity training centres, community teams, etc.

"House Manager" means a person appointed to a position designated as such and is recognised for industrial purposes as possessing the necessary competencies for a Level 2 and Level 3 Residential Support Worker.

"Officer" means and includes all persons permanently employed under the provisions of the *Public Sector Employment and Management Act 2002* who, are employed in a staff position covered by this award.

"Residential Support Worker Level 1" means a person appointed to the position of Residential Support Worker Level 1/2 who does not possess the competencies required for appointment to Level 2 in accordance with Part B Schedule 1 of this Award.

"Residential Support Worker Level 2" means a person appointed to the position of Residential Support Worker Level 1/2 who has been assessed as possessing the competencies required for appointment to Level 2 in accordance with Part B Schedule 1 of this Award.

"Residential Support Worker Level 3" means a person appointed to the position of Residential Support Worker Level 3 who has been assessed as possessing the competencies required for appointment to Level 3 in accordance with Part B Schedule 1 of this Award.

"Temporary Employee" means a Departmental temporary employee who has been engaged to carry out work in the Department on a temporary basis.

"Shift Worker" means a worker who is not a day worker as defined.

3. Salaries

- (i) Rates of pay and allowances payable to officers covered under this award shall be those specified in Part B, Schedule 4 Monetary Rates.
- (ii) The salaries of RSW's are determined in accordance with the Competency Based Training and Classification structure provisions contained at Part B Schedule 1 of this Award.
- (iii) The transitional arrangements of officers employed in the classification of RSW as at the date of this Award are determined in accordance with the Transitional Arrangements contained at Part B Schedule 2 of this Award.
- (iv) An appointee to a position of Residential Support Worker, Community Support Worker, Community Worker and Community Consultant shall possess a current Drivers Licence. In addition, an appointee the position of the Community Support Worker, Community Worker and Community Consultant will possess a current First Aid Certificate.
- (v) An appointee to a position of Community Worker shall possess in addition to the requirements set out in subclause (iv) above, a minimum of an Associate Diploma acceptable to the Department requiring a minimum of two years full-time study or equivalent part-time study thereof from a recognised University or College of TAFE. Such an officer shall be appointed on the salary rate prescribed for 1st year Community Worker and progress to the 8th year of the Community Worker salary scale by annual increments subject to satisfactory conduct and services.
- (vi) An appointee to a position of Community Worker who, in addition to the requirements set out in subclause (iv) above, possesses a Degree qualification acceptable to the Department requiring a minimum of three years full-time study or equivalent part-time study thereof, shall be appointed on the salary rate prescribed for 3rd year Community Worker and progress to the 8th year of the Community Worker salary scale by annual increments subject to satisfactory conduct and services.
- (vii) An appointee to a position of Community Consultant who, in addition to the requirements set out in subclause (iv) above, possesses a Degree qualification or higher acceptable to the Department requiring a minimum of four years full-time study or equivalent part-time study thereof, shall be appointed on the salary rate prescribed for 1st year Community Consultant and progress to the 5th year of the Community Consultant salary scale by annual increments subject to satisfactory conduct and services.
- (viii) Appointment to a position classified as Community Worker or Community Consultant shall be subject to the occurrence of a vacancy which will be filled on the basis of merit, and in accordance with subclauses (iv)-(vii) above.
- (ix) The transitional salary arrangements for existing officers as at the date of this Award transitioning into the classifications of Community Support Worker, Community Worker and Community Consultant are

contained at Part B Schedule 3 of this Award. These arrangements apply to officers employed in the classifications of Technical Assistant Grade 1/Therapy Aide, Technical Assistant Grade 2, Social Educator, Health Education Officer (Graduate), Health Education Officer (Non-Graduate), Welfare Officer Grade 1, Welfare Officer Grade 2, Vocational Instructor Rehab (Trades), Residential Care Worker, Residential Care Assistant, Residential Support Worker Level 1, Residential Support Worker Level 2.1, Residential Support Worker Level 2.2, Residential Support Worker Level 3 and Community Worker.

4. Hours

- (i) The ordinary hours of work for day workers, exclusive of meal times, shall be 152 hours per 28 calendar days, to be worked Monday to Friday, inclusive, and to commence on such days at or after 6.00 a.m. and before 10.00 a.m. Any positions that operate under a 35-hour week prior to 19 April 1999 will remain as such under this award.
- (ii) The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or an average of 38 hours per week in each roster cycle.
- (iii) Each day worker shall be free from duty for not less than two full days in each week and each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable, such rostered days off duty shall be consecutive.
- (iv) The hours of work prescribed in subclauses (i), (ii) and (iii) of this clause shall be arranged to allow variable working hours in each roster cycle of 28 days to ensure that each officer shall work his or her ordinary hours of work on not more than 19 days in the cycle.

The hours worked on each of those days shall be arranged to include a proportion of one hour (such proportion shall be on the basis of 0.4 of one hour for each eight-hour shift worked, and 0.5 of one hour for each ten-hour shift worked), which shall accumulate towards the officer's allocated day off duty on pay.

- (v) Each officer shall be entitled to 12 allocated days off per annum.
- (vi) The officer's allocated day off duty prescribed in subclause (iv) of this clause shall be determined having regard to the needs of the Service or sections thereof. Where practicable, such allocated day off duty shall be consecutive with the rostered days off duty prescribed by subclause (iii) of this clause.
- (vii) Once set, the allocated day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the allocated day off duty is changed, another day shall be substituted in the current cycle. Should this not be practicable, the day must be given and taken in the next cycle immediately following.
- (viii) There shall be no accrual of credit towards an allocated day off duty for ordinary annual leave taken in accordance with clause 12 Annual Leave (Recreation Leave). However, where an officer has accumulated sufficient time to take his/her allocated day off duty prior to entering on annual leave, and that day would have been taken if the officer had not gone on annual leave, it shall be allowed to the officer on the first working day immediately following the period of leave.

Where an officer has not accumulated sufficient time for an allocated day off duty prior to entering on annual leave, time in credit shall count towards taking the next allocated day off duty falling in sequence after the officer has returned to duty.

- (ix) An officer entitled to allocated days off duty, in accordance with subclause (iv) of this clause, shall continue to accumulate credit towards his/her allocated day off duty whilst on sick leave. Where an officer's allocated day off duty falls during a period of sick leave, the officer's available sick leave shall not be debited for that day.
- (x) Where an officer's allocated day off duty falls due during a period of workers' compensation, the officer, on returning to duty, shall be given the next allocated day off in sequence.

- (xi) Where an officer's allocated day off duty falls on a public holiday as prescribed by clause 13, Public Holidays, the next working day shall be taken in lieu thereof.
- (xii) All time between the rostered starting and ceasing times each day shall be paid for as working time, except for one unpaid meal break of no less than 30 minutes and no more than one hour.
- (xiii) A period of 20 minutes shall be allowed to officers for a morning or afternoon tea break and such period shall be included in the ordinary hours of work. Time taken for such breaks shall be without interruption to service.
- (xiv) There shall be a minimum break of eight hours between ordinary rostered shifts or a break equal in length to the shift previously worked, whichever is greater.
- (xv) The ordinary hours of work for a permanent part-time officer will be a specified number of hours which are less than those prescribed for a full-time officer as set out in subclauses (ii) and (iv) of this clause, with a minimum of three consecutive hours. The specified number of hours may be balanced over a week or fortnight, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this award. Provided, further, that there shall be no interruption to the continuity of employment merely by reason of an officer working on a "week-on, week-off" basis in accordance with this subclause.

5. Roster of Hours

- (i) The ordinary hours of work for each officer shall be displayed on a roster in a place conveniently accessible to officers. Where reasonably practicable, such roster shall be displayed two weeks, but in any case at least one week, prior to the commencing date of the first working period in any roster.

Provided that this provision shall not make it obligatory for the Department to display any roster of ordinary hours of work of members of the relieving staff.

Provided, further, that a roster may be altered at any time to enable the operation of the Service to be carried on where another officer is absent from duty on account of illness or in an emergency, but where any such alteration involves an officer working on a day which would have been their rostered day off such time worked shall be paid for at overtime rates.

Furthermore, where a change in roster occurs with less than 24 hours notice to the officer affected, all time worked outside that shown on the officer's roster (prior to the alteration) shall be paid for at overtime rates.

- (ii) Rosters providing for shift work at a location that is normally a day-work operation shall not be introduced into any Service or section thereof, until such time as the proposals relating thereto are conveyed to the Department for its approval and the opportunity has been given to the Association to discuss the matter with the Department and the Service concerned.
- (iii) The additional allocated days off duty in accordance with clause 4, Hours, are to be shown on the roster of hours for each officer.
- (iv) Any change in the displayed roster must be notified verbally or in writing to the officer concerned.
- (v) The working of more than seven consecutive shifts by officers is prohibited, except where an officer makes a special request, which is agreed to by the Department.

6. Part-Time Workers, Permanent Part-Time Workers, Temporary and Casual Workers

Subclause (A) of this clause only applies to persons employed before 1 July 1997 who have not chosen the option of transferring to permanent part-time.

(A) Part-time -

- (i) Persons employed on a part-time basis may be employed for not less than eight or more than 32 hours in any full week of seven days, such week to be coincidental with the pay period of each Service, and shall be paid for the actual number of hours worked each week an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed, plus 15 per cent thereof. Officers shall not be engaged for less than three hours for each start.
- (ii) In an emergency, part-time workers may be allowed to work more than 32 hours in one week and in such case will be paid for the hours actually worked at a rate calculated in accordance with paragraph (i) of this subclause.
- (iii) A part-time worker called upon to work in an emergency on their rostered day(s) off shall be entitled to a minimum payment of three hours at the appropriate rate calculated in accordance with paragraph (i) of this subclause, whether required for the full three hours or not.
- (iv) With respect to officers employed as part-time workers, the provisions of subclauses (v) to (xi), inclusive, of clause 4, Hours, clause 7, Overtime, clause 12, Annual Leave (Recreation Leave), and subclauses (i) and (ii) of clause 13, Public Holidays, shall not apply.

(B) Permanent Part-time -

- (i) A permanent part-time officer is one who is permanently appointed at a Service to work a specified number of hours per week which are less than the full-time hours.
- (ii) Officers engaged pursuant to paragraph (i) of this subclause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed in this award with a minimum of three hours for each start.

Permanent part-time officers are entitled to payment of overtime in accordance with the provisions of clause 7, Overtime.

- (iii) Permanent part-time officers shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

(C) Temporary Employment -

- (i) The Department may, if of the opinion that it is necessary to do so, temporarily employ a person who has appropriate qualifications to carry out the work required, in accordance with the terms of the *Public Sector Management Act 1988* or *Public Sector Employment and Management Act 2002*, whichever Act is applicable at the time of engagement.
- (ii) Temporary employees shall be entitled to all other benefits of this award, excepting where expressly provided for in this award, in the same proportion as their ordinary hours of work bear to full-time hours.

(D) Casuals -

- (i)
 - (a) A casual employee is one engaged on an hourly basis otherwise than as an officer or temporary employee; and
 - (b) A casual employee may only be engaged in the following circumstances:

for short-term periods where it is known before engagement that the period of employment will not exceed one week (five working days) in circumstances where there is a need to supplement the workforce arising from fluctuations in the needs of the

facility; or in place of another officer who is absent on short term leave; or in an emergency.

- (ii) A casual employee shall be paid on an hourly basis of one thirty-eighth of the appropriate rate prescribed, plus 15 per cent thereof, with a minimum payment of three hours for each engagement.
- (iii) A casual employee shall be entitled to the shift allowances prescribed in clause 9, Penalty Rates for Shift Work and Weekend Work and Special Working Conditions. Such employees shall only be entitled to the additional rates where their shifts commence prior to 6.00 a.m. or finish subsequent to 6.00 p.m.
- (iv) For weekend and public holiday work, casual employees shall, in lieu of all other penalty rates and the 15 per cent casual allowance, receive the following rates:
 - (a) time and one half for work between midnight Friday and midnight Saturday;
 - (b) time and three quarters for work between midnight Saturday and midnight Sunday; and
 - (c) double time and one half for work on a public holiday.
- (v) On termination, a casual employee shall be paid 4/48ths of ordinary earnings in lieu of recreation leave.
- (vi) A casual employee's contract of employment may be terminated for any reason by the giving of three hours' notice by either party.
- (vii) A casual employee may not work predetermined roster vacancies or more than five consecutive shifts without being offered a temporary term of employment in accordance with subclause (C), Temporary Employment, of this clause.
- (viii) With respect to casual employees, the provisions of subclauses (v) to (xi) of clause 4 Hours, clause 5 Roster of Hours, clause 7 Overtime, clause 8 Time in Lieu of Overtime, clause 12 Annual Leave (Recreation Leave), clause 13, Public Holidays, clause 14 Paid Union Leave, and clause 26 General Conditions of Employment, shall not apply. Casual employees shall be entitled to all other benefits of this award, excepting where expressly provided for in this award, in the same proportion as their ordinary hours of work bear to full-time hours.
- (ix) A casual employee shall also receive the following entitlements in accordance with clause 12, Casual Employment, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006:
 - (a) Unpaid parental leave in accordance with paragraph 12(iv)(d);
 - (b) Personal Carers' entitlement in accordance with subclause 12(v); and
 - (c) Bereavement entitlement in accordance with subclause 12(vi).
- (x) Subclauses (i)-(iii) of clause 12, Casual Employment, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 do not apply to a casual employee engaged under this award.

7. Overtime

- (i) All time worked by officers outside the ordinary hours in accordance with clause 4, Hours, and clause 5, Roster of Hours, shall be paid for at the rate of time and a half for the first two hours and double time for subsequent hours worked; provided, however, that all overtime worked on Sundays shall be paid for at the rate of double time and public holidays shall be paid at the rate of double time and one half.

- (ii) Officers recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours' work at the appropriate overtime rate for each time they are so recalled; provided that, except in unforeseen circumstances arising, an officer shall not be required to work the full minimum number of hours prescribed above if the job they were recalled to perform is completed within a shorter period.
- (iii) An officer recalled to work overtime as prescribed by subclause (ii) of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from their place of work.

Provided that where an officer elects to use his or her own mode of transport, he/she shall be paid an allowance equivalent to the travelling rate as described in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

- (iv) When overtime work is necessary it shall be so arranged that officers have at least eight consecutive hours off duty between the work on successive days or shifts.
- (v) An officer who works so much overtime:
 - (a) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times; or
 - (b) on a Saturday, Sunday or public holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the 24 hours preceding their ordinary commencing time on their next day or shift for each rostered day off,

shall, subject to this subclause, be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of their employer such an officer resumes or continues to work without having had such eight consecutive hours off duty, they shall be paid at double rates until they are released from duty for such period and then shall be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (vi) For the purposes of assessing overtime, each day shall stand alone; provided, however, that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
- (vii) When an officer works overtime as an extension of shift and ceases work at a time when reasonable means of transport home are not available, they shall be paid at ordinary rates for the time reasonably spent travelling from the place of work to the officer's home.
- (viii)
 - (a) All time worked by permanent part-time officers in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time officers employed on that shift in the unit concerned, or, where there is no such majority of full-time officers employed on that shift in the CRC or CSS concerned, all time in excess of eight hours per day, shall be paid for at the applicable overtime rates.
 - (b) Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time officers employed on that shift in the unit concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
 - (c) All time worked by permanent part-time officers in excess of the hours prescribed for a full-time officer in Clause 4 Hours, shall be paid for at overtime rates.
- (ix) Subject to subclause (x) below an officer may be directed by the Department Head to work overtime.

- (x) An employee may refuse to work overtime where the working of such overtime would result in the employee working hours which are unreasonable.
- (xi) For the purposes of subclause (x) above, what is unreasonable or otherwise will be determined having regard to;
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities, community obligations or study arrangements;
 - (c) the urgency of the work required to be performed, the impact on operational commitments and the effect on client services;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

8. Time in Lieu of Overtime

- (i) An officer who works directed overtime outside normal rostered hours may elect to be compensated by way of time in lieu of overtime, subject to the following:
 - (a) time off in lieu shall, whenever possible, be taken within three months of it being accrued;
 - (b) where it is not possible for an officer to take the time off in lieu within the three-month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made;
 - (c) an officer is not required to elect the taking of time in lieu of overtime until completion of the offered hours worked;
 - (d) the accrual and taking of time in lieu of overtime will be conditional on mutual agreement of the officer and their local management; and
 - (e) records of all time in lieu owing to officers and taken by officers must be maintained by local management.
- (ii) Such leave in lieu shall accrue at the rates specified for overtime in this award, i.e., such leave in lieu shall accrue at the equivalent computed overtime rate as set out in clause 7, Overtime.

9. Penalty Rates for Shift Work and Weekend Work and Special Working Conditions

- (i) Shift workers working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift; provided, however, that part-time workers shall only be entitled to the additional rates where their shifts commence prior to 6.00 a.m. or finish subsequent to 6.00 p.m.

Afternoon shift commencing at 10.00 a.m. and before 1.00 p.m.	10 per cent
Afternoon shift commencing at 1.00 p.m. and before 4.00 p.m.	12.5 per cent
Night shift commencing at 4.00 p.m. and before 4.00 a.m.	15 per cent
Night shift commencing at 4.00 a.m. and before 6.00 a.m.	10 per cent

- (ii) For the purposes of this clause, day, afternoon and night shifts shall be defined as follows:

"Day shift" means a shift which commences at or after 6.00 a.m. and before 10.00 a.m.

"Afternoon shift" means a shift which commences at or after 10.00 a.m. and before 4.00 p.m.

"Night shift" means a shift which commences at or after 4.00 p.m. and before 6.00 a.m. on the day following.

- (iii) Officers whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one-half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three-quarters. These extra rates shall be in substitution for, and not cumulative upon, the shift premiums prescribed in subclause (i) of this clause.

The foregoing paragraph shall apply to part-time workers but such workers shall not be entitled to be paid in addition to the allowance of 15 per cent prescribed in paragraph (i) of subclause (A), Part-time, of clause 6, Part-time Workers, Permanent Part-time Workers, Temporary and Casual Workers, in respect of their employment between midnight on Friday and midnight on Sunday.

10. Sleepovers

- (i) "Sleepover" means a continuous period during which an officer is required to sleepover at a community home and be available to deal with any urgent situation, which may arise during the sleepover period.
- (ii) It is expected that an officer performing sleepover work will ordinarily be able to have a reasonable night's sleep. Accordingly such work will not be performed where:
- (a) The facilities in the home, or
- (b) the activities or behaviour of the clients residing there are such that an officer could not ordinarily be expected to have a reasonable night's sleep or would be put at risk if sleeping or woken from sleep during a sleepover.
- (iii) The Department shall take all reasonable steps to enable the officer to have a reasonable night's sleep on the premises. These include:
- (a) Providing a vacant room, able to be locked by the officer.
- (b) Ensuring that the room is provided with:
- a telephone and/or other emergency communication facilities so that assistance may be summoned if required;
- a bed and other suitable sleeping requirements such as a light and clean linen;
- an ability to view outside the room when locked without opening the door, including external lighting.
- (c) Giving the officer access to the facilities within the House for the purposes of personal hygiene and the taking of meals, which shall be provided free of charge.
- (iv) An officer shall only perform sleepover work under the following conditions:
- (a) there is an agreement between the officer and the Department in regard to the sleepover and the sleepover periods required and except in the case of an emergency, the agreement is made at least one (1) week in advance;
- (b) a sleepover period shall consist of not more than eight (8) continuous hours;
- (c) an officer may be required to undertake sleepover work for no more than eight (8) nights in any period of twenty eight (28) days;

- (d) the sleepover shall not commence earlier than 10 pm and shall not finish later than 7am;
 - (e) no work other than that of an essential nature involving direct care of the residents shall be required to be performed during the sleepover;
 - (f) each period of sleepover work should follow on from an afternoon shift and should not be followed by a day shift the next day.
- (v) An officer performing sleepover work shall be paid:
- (a) A sleepover allowance equivalent to five (5) hours payment at ordinary rates.
 - (b) In the event that the officer has not received a reasonable night's sleep, the officer shall be paid:
 - (1) If disturbed to perform any necessary work, the work shall be paid for at overtime rates in addition to the sleepover allowance.
 - (2) If disturbed by residents on two or more occasions, but not in order to perform any necessary work, the officer shall be paid as for an active night shift, in lieu of the sleepover allowance.
 - (3) If disturbed by residents on two or more occasions to perform any necessary work, the work shall be paid for at overtime rates, with a minimum payment of an amount equal to the rate for an active night shift, in addition to the sleepover allowance.
- (vi) An officer who is required by the Department to accompany residents on excursions, etc. which necessitate overnight stays shall be paid a minimum allowance equivalent to eight (8) hours pay at ordinary rates for each overnight stay. If the officer is required to perform any necessary work during the night, the work shall be paid for at overtime rates.
- (vii) Officers shall comply with the Department's reasonable requirements in relation to the recording of resident's behaviour during sleepover periods. Claims for the additional payments provided under paragraph (v)(b) of this clause may be declined if such records have not been maintained for the particular night.
- (viii) Before sleepover work is introduced at a community group home, the Department shall assess the suitability of the home and residents for such arrangements. Such arrangements shall be monitored and shall be reviewed, if new residents move into the home or in the event that a resident's health or behaviour alters in such a way that concerns arise as to the continuing suitability of sleepover arrangements, or if officers as a result are unable to achieve a reasonable night's sleep during sleepover work. A timely review shall also be conducted if a written request identifying the reason the review is sought is made by officers performing such work at a group home or by the union. Whilst such reviews are conducted, sleepover work shall not be performed at the home.
- (ix) In the event that a dispute arises as to the suitability of a particular home, group of clients or employee for sleepover work, the dispute shall be discussed by the parties on an urgent basis, in accordance with the award dispute resolution procedures.

11. Meals

- (i) Time not exceeding one hour and not less than 30 minutes shall be allowed for each meal.
- (ii) In any cases where the employer determines that the needs of the residents are such that officers cannot be permitted to leave the employer's premises during any meal break, unpaid meal breaks will not be provided and any time allowed for the partaking of a meal on the employer's premises shall be regarded as part of the ordinary hours for the shift.
- (iii) Where an officer is called upon to work any portion of an unpaid meal break, such time shall be paid for at overtime rates.

- (iv) Where an officer in the course of her or his employment partakes of a meal or light refreshment other than routine meals, in company with clients, as part of individual program requirements, the formal cost of such meal or light refreshment shall be borne by the employer upon the provision of receipts from the officer if prior approval was given.
- (v) An officer required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime. All such time shall be counted as time worked.
- (vi) An officer recalled to work overtime after leaving the employer's premises or on a rostered day off and who is required to work for more than four hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime. All such time shall be counted as time worked.
- (vii) The meals referred to in subclauses (ii) and (iii) of this clause shall be allowed to the officer free of charge. Where the employer is unable to provide such meals, an allowance as set out in Schedule 5 Allowances, shall be paid to the officer concerned.
- (viii) Where practicable, officers shall not be required to work more than five hours without a meal break.

12. Annual Leave (Recreation Leave)

- (i) All officers are entitled to four weeks leave per annum except those officers who prior to the 30.4.99 were employed in the classification of Senior/Chief/Principal Youth Worker and are in receipt of six weeks recreation leave in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.
- (ii)
 - (a) Full-time and permanent part-time officers who are rostered to work their ordinary hours on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave as follows:

Number of ordinary shifts worked on Sundays and/or Public Holidays during qualifying period of employment for Annual Leave purposes	Additional Annual/ Recreation Leave
4 to 10	1 day
11 to 17	2 days
18 to 24	3 days
25 to 31	4 days
32 or more	5 days

For permanent part-time workers, the "days" referred to in the above table will be equivalent to their pro rata contracted hours.

Provided that an officer, entitled to additional annual leave by virtue of this subclause, may elect to be paid an amount equivalent to the value of their additional leave entitlement, in lieu of taking the additional leave. Such election is to be made in writing by the officer at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

- (b) Provided further that on termination of employment officers shall be entitled to payment for any untaken annual leave due under this subclause, together with payment for any untaken leave in respect of an incomplete year of employment, calculated in accordance with this subclause.
- (iii) The employer shall give to each officer three months' notice, where practicable, and not less than one month's notice of the date upon which the officer shall enter upon annual leave.

- (iv) A shift worker, as defined in clause 2, Definitions, shall be paid whilst on annual leave their ordinary pay plus shift allowances and weekend penalties relating to ordinary time the shift worker would have worked if they had not been on annual leave.

Provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave or for days which have been added to annual leave in accordance with the provisions of clause 13, Public Holidays.

- (v) Officers shall be entitled to an annual leave loading of 17.5 per cent, or shift penalties as set out in subclause (iv) of this clause, whichever is the greater, on up to four weeks annual leave for non-shift workers and up to five weeks annual leave for shift workers.

Payment of the annual leave loading will be on the first occasion an officer takes two consecutive weeks leave for recreation purposes each calendar year.

Such leave may be a combination of annual leave, public holidays, extended leave (long service leave), leave without pay and rostered days off.

- (vi) Additional recreation leave, at the rate of five days per annum, accrues to an officer, employed in terms of the *Public Sector Employment and Management Act 2002*, who is stationed indefinitely in a remote area of the State, as defined in the Second Schedule to the *Crown Lands Consolidation Act 1913*.

13. Public Holidays

- (i)

- (a) Officers shall be allowed to have public holidays off on full pay. However, except as otherwise provided in this subclause, where an officer is required to and does work on any day of the holidays set out in this subclause, whether for a full shift or not, the officer shall be paid at time and a half extra to the weekly rate for the ordinary rostered hours of duty. Such payment is to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.

Provided that, if the officer so elects, they may be paid at half time extra to the weekly rate for the ordinary rostered hours and have the equivalent of the rostered hours added to their period of annual leave for each public holiday worked in lieu of the provisions of the preceding paragraph.

Provided further that where an officer is rostered for a shift which crosses midnight on a public holiday and the total rostered hours on the public holiday are less than the equivalent of a full shift, the shift will be deemed to have been worked on the day on which the majority of time was actually worked.

Where because of the majority of hours falling on a non-public holiday the shift is regarded as a non-public holiday shift, the officer shall be deemed to have been rostered off duty on the public holiday and shall be paid in accordance with paragraph (c) of this subclause.

- (b) For the purpose of this clause the following shall be deemed public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Queen's Birthday, Local Labour Day and any other day duly proclaimed and observed as a public holiday throughout the State of New South Wales.
- (c) Shift workers who are rostered off duty on a public holiday shall:
- (1) be paid one day's pay in addition to the weekly rate or, if the officer so elects,
 - (2) have one day added to their period of annual leave.

- (d) The elections referred to in paragraphs (a) and (c) of this subclause are to be made in writing by the officer at the commencement of each year of the officer's employment and are irrevocable during the currency of that year of employment.
- (ii) In addition to those public holidays specified in paragraph (b) of subclause (i) of this clause, officers shall be entitled to an extra public holiday each year. Such public holiday will occur on a date which is agreed upon between the Association and the Department and shall be regarded for all purposes of this clause as any other public holiday.

The foregoing will not apply in areas where, in each year, a day in addition to the ten named public holidays specified in the said paragraph (b) is proclaimed and observed as a public holiday, and will not apply in areas where, in each year, at least two half days, in addition to the said ten named public holidays, are proclaimed and observed as half public holidays.

Provided further, that in areas where in each year only one-half day in addition to the said ten named public holidays is proclaimed and observed as a half public holiday, for the purposes of this award, the whole day will be regarded as a public holiday and no additional public holiday which otherwise would, as a result of this subclause, apply, will be observed.

- (iii) In respect of those officers currently in receipt of six weeks annual leave; the provisions of subclause (i) of this clause shall not automatically apply. Those officers may elect to have the option of retaining the six weeks leave or reverting to four weeks annual leave and be entitled to the provisions of subclauses (i) and (ii) of this clause. This election may only be made once and such option is not reversible.
- (iv)
- (a) The provisions of subclauses (i) and (ii) of this clause shall apply to permanent part-time workers as set out in subclause (B), Permanent Part-time, of clause 6, Part-time Workers, Permanent Part-time Workers, Temporary and Casual Workers, provided that if such a worker is required to and does work on a public holiday as defined herein, the worker shall be paid at the rate of double time and one-half.
- (b) Subclauses (i) and (ii) of this clause shall otherwise not apply to workers engaged under the conditions of subclause (A) Part-time, of the said clause 6, but each such worker who is required to and does work on a public holiday as defined in subclauses (i) and (ii) of this clause shall be paid at the rate of double time and one-half, but such worker shall not be entitled to be paid in addition the allowance of 15 per cent prescribed in paragraph (i) of the said subclause (A) of clause 6, in respect of such work.
- (v) For the purpose of this clause "full pay" shall mean the appropriate rate prescribed for the hours which the officer would have worked had the day not been a public holiday.

14. Paid Union Leave

- (i) Members of the Association, who are accredited by the Association as Association delegates, shall, on application to the employer, be entitled to paid special leave for attendance at the following:
- annual or bi-annual conferences of the Association;
 - meetings of the Association's executive/Committee of Management;
 - annual conference of Unions NSW;
 - bi-annual conference of the Australian Council of Trade Unions;
 - Association delegates' meetings; and
 - Association witnesses in industrial or administrative proceedings.

There is no limit on the special leave that could be applied for or granted. Delegates, however, are required to establish accreditation as a delegate with the Association, provide sufficient notice of absence to the employer, and lodge a formal application for special leave. Despite there being no limit on the amount of leave, it is expected that the leave will be kept to an average of five days per year.

In general, "sufficient notice" shall be two weeks; however, where extraordinary meetings are called at short notice, a shorter period of notice would suffice, i.e., such notice to be given to the employer as soon as advice of the meeting is received by the accredited delegate.

- (ii) Travel Time - Where a delegate has to travel to Sydney, inter or intrastate, to attend a conference or meeting, special leave will also apply to reasonable travelling time to and from the venue to the conference or meeting.

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

15. Payment and Particulars of Salary

- (i) Wages shall be paid fortnightly; provided that, for the purpose of adjustments of wages related to alterations in the basic wage, from time to time affective, the pay period shall be deemed to be weekly. On each payday the pay shall be made up to a date not more than three days prior to the day of payment and shall include all payments due to the officer for that particular pay period.
- (ii) Officers shall have their salary paid into one account with a bank or other financial institution in New South Wales, as nominated by the officer, except where agreement as to another method of payment has been reached between the Association and the Department due to the isolation of the employing Service. Salaries shall be deposited by the Department in sufficient time to ensure that salaries are available for withdrawal by officers by no later than pay day.
- (iii) Officers proceeding on long service leave and annual leave shall, on request, be paid in advance prior to commencing such leave. However, where an officer wishes to receive their pay on their usual pay day, this shall be done.
- (iv) Notwithstanding the provisions of subclause (ii) of this clause, an officer should be paid all moneys due to them by the employer within 48 hours of ceasing duty on the last day of employment.
- (v) On each pay day an officer, in respect of the payment then due, shall be furnished with a statement, in writing, containing the following particulars, namely: name, the amount of ordinary salary, the total number of ordinary hours, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid, and the purpose for which they are paid and the amount of the deductions made from total earnings and the nature thereof.
- (vi) Where retrospective adjustments of wages are paid to officers, such payments, where practical, shall be paid as a separate payment to ordinary wages. Such payment shall be accompanied by a statement containing particulars as set out in subclause (v) of this clause.

16. Accommodation and Amenities

- (i) Suitable dining areas, lavatory and washing facilities and lockable facilities for staffs personal belongings shall be made available in all Departmental facilities.
- (ii) In all Services, hot and cold showers and conveniences shall also be available for officers.
- (iii) Where major additions to presently occupied buildings or new buildings are erected, the amenities to be available in such additions or new buildings shall be the subject of negotiations between the parties.

17. Uniforms and Protective Clothing

- (i) Officers shall not be required to wear a uniform or any part thereof. Therefore, no allowance in lieu of the supply of uniforms shall be payable
- (ii) Where the nature of the duties to be performed so warrants, suitable protective outer garments shall be available for use by officers.

18. New Classifications

The employer should not create any new classification within the Association's coverage, to which these conditions apply, unless the Association agrees on the rate of wages to be fixed for the duties performed.

19. Dispute Resolution Procedures

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

20. Anti-Discrimination

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

Notes -

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

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

21. Association Representative

An officer appointed Association representative shall, upon notification thereof in writing to the employer, be recognised as the accredited representative of the Association and shall be allowed the necessary time, during working hours, to interview the employer and officers on matters affecting officers.

22. Notice Board

The Department shall provide and erect a notice board of reasonable dimensions in each facility, to be erected in a prominent position and upon which the Association representative shall be able to post Association notices.

23. Medical Examinations

Officers required to work in areas where they are subject to a higher than normal risk of infection shall be given appropriate check-ups upon making application therefore to the employer.

24. Deduction of Union Membership Fees

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

25. Mobility of Staff

The movement of staff within the Service may be necessary from time to time to meet short-term exigencies when a function or service is transferred or when service requirements necessitate a relocation of functions. In such instances, the following shall be observed:

- (i) Staff should not be moved into areas or positions for which they do not have the requisite skills, experience, qualifications, etc., unless appropriate in-service education, orientation or training is provided.
- (ii) Where possible, all transfers will be undertaken on a voluntary basis.
- (iii) Where an involuntary transfer is necessary, consultation with the Association must be undertaken prior to the transfer being affected.
- (iv) No transfer shall be used as a punitive measure.

26. General Conditions of Employment

It is the intention of the parties to this Award that all other conditions not specified in this Award will be in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006; the Public Service of NSW Personnel Handbook; *Public Sector Management Act 1988* or *Public Sector Employment and Management Act 2002* (whichever is applicable); the Public Sector Employment and Management (General) Regulation 1996.

The salary rates in Part B Schedule 4 and 5, Monetary Rates and Allowances, are set in accordance with the Crown Employees (Public Sector - Salaries 2007) Award and any variation or replacement award.

27. Extra Claims

The parties to this Award agree that no extra claims will be made in relation to this award, except those allowed under Part 1, Section 17 of the *Industrial Relations Act 1996*.

28. Area, Incidence and Duration

This award applies to officers who are employed by the Department in a classification referred to in Part B Schedules 4 and 5, Monetary Rates and Allowances, of this Award in Group Homes, Hostels, Activity Training Centres and Community Based Services, who come within the constitutional coverage of the Association.

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (New South Wales Department of Ageing, Disability and Home Care) Community Living and Residential (State) Award 2004 published 18 February 2005 (348 I.G. 538) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 31 July 2007.

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

29. Leave Reserved

Leave is reserved to the Association to apply, based on the Work Value Principle, for a review of remuneration in respect to Residential Support Workers who are required to undertake additional Health Care procedures introduced subsequent to the making of this Award.

PART B

COMPETENCY BASED SALARY STRUCTURE, MONETARY RATES AND ALLOWANCES

Schedule 1 - Competency Based Training and Classification Structure: Residential Support Worker

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Table 1: Salary Rates Residential Support Worker
3.	Definitions
4.	Level 1
5.	Level 2
6.	Level 3
7.	Recognition of Prior Learning (RPL)
8.	Casual and Temporary Employees
9.	Assessment Process

2. Table 1: Salary Rates - Residential Support Worker

Level	Year	First pay period on or after 1.7.07 Per Annum \$
Level 1	1	39,306
	2	39,997
	3	41,045
Level 2	1	41,842
	2	42,633
	3	43,807
	4	44,567
	5	45,353
	6	46,870
	7	48,394

Level 3	1	50,212
	2	52,723
	3	53,856
	4	55,510
	5	58,180
	6	61,022
	7	63,466
	8	64,154
House Manager*	-	66,078

This salary rate is inserted here for information only. Schedule 1 and 2 do not apply to this classification.

3. Definitions

"Assessor" means a nationally accredited workplace assessor.

"Assessment" means the process by which an employee's competency will be determined by an accredited assessor, nominated by the Department, against the relevant competency standards identified in this Award.

"Level 2" competencies means the competencies as stated in the Department's guide "Certificate III in Disability Work Competency Standards for DADHC Employees".

"Level 3" competencies means the competencies as stated in the Department's guide "Level 3 Competency Standards for DADHC Employees".

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

"Recognition of Prior Learning (RPL)" means the process whereby the Department assesses an application by an employee for equivalence of their qualifications, skills and/or knowledge against the identified set of competencies for placement at Level 2 or Level 3 in the Residential Support Worker (RSW) salary range. RPL is assessed through a number of means including narratives, portfolio or relevant Statements of Attainment.

"Mutual Recognition (MR)" means the process whereby the Department as a RTO recognises an identical qualification gained through an alternative training provider. Mutual recognition includes the recognition of Statements of Attainment obtained through other training providers.

"RTO" means Registered Training Organisation

4. Level 1

- (i) Level 1 is the entry level for all new employees who do not possess the competencies required for appointment to Level 2.
- (ii) An exception to subclause (i) above is where an employee is appointed to a Level 3 position in accordance with clause 6 of this schedule.
- (iii) New appointments to this Level will be to an appropriate year in the scale based on years of equivalent full time service with the Department providing direct care services within an accommodation setting to clients with an intellectual disability.
- (iv) This level provides a 3 year scale during which employees may successfully complete the competencies required for appointment to Level 2.
- (v) The assessment against the competency standards for Level 2 can occur at any time during the 3 years.
- (vi) An employee is not required to remain on Level 1 for three years but the option exists for employees to complete their training and assessment over this period if they so choose.

- (vii) Progression of a Level 1 employee to Level 2 will be subject to the successful completion of formal assessment of the competencies required for Level 2. Upon successful assessment against all the competencies required for Level 2, an employee will, effective from the date of successful assessment progress to Level 2 Yr 1,
- (viii) Progression of a Level 1 employee to Level 2 Yr 1 may also occur where an employee obtains the Level 2 competencies by way of MR. MR does apply from the date that the employee notifies the Department of having attained the same qualification or Statements of Attainment as required for a Level 2 position from another RTO.
- (ix) Progression of a Level 1 employee to Level 2 Yr 1 may also occur in circumstances of RPL as provided for in clause 7(iii) of this Schedule.
- (x) Annual incremental progression throughout Level 1 will be subject to satisfactory performance in accordance with the Public Sector Employment and Management (General) Regulation 1996.
- (xi) Level 1 positions will be established, advertised and filled as RSW Level 1/Level 2.

5. Level 2

- (i) This level provides a seven (7) year scale and only applies to employees who have been successfully assessed as possessing the competencies required to be awarded the qualification of Certificate III in Disability Work.
- (ii) An employee may also be appointed to this level if they possess a Certificate III in Disability Work which has been awarded by another RTO and to which MR in accordance with subclause (iii) below applies.
- (iii) In terms of subclause (ii) above, MR does apply from the date that the employee notifies the Department of having attained the same qualification or Statements of Attainment as required for a Level 2 position from another RTO.
- (iv) MR may also apply to components of the Level 2 competencies, however an employee cannot be appointed or paid at Level 2 until such time as they have completed all Level 2 competencies.
- (v) An employee may also be appointed to this level where they have been successfully assessed as possessing the competencies required to be awarded the qualification of Certificate III in Disability Work by way of RPL in accordance with clause 7(iii) of this Schedule.
- (vi) A Level 1 employee may progress to Level 2 Yr 1 in accordance with clauses 4(vii) or 4(viii).
- (vii) New appointments to this Level, excepting those provided for in clause 7(iii), will be to an appropriate year in the scale based on years of equivalent full-time previous service as a Level 2 employee.
- (viii) Annual incremental progression throughout Level 2 will be subject to satisfactory performance in accordance with the Public Sector Employment and Management (General) Regulation.
- (ix) Level 2 positions will be established, advertised and filled as RSW Level 1/Level 2.

6. Level 3

- (i) This level provides an 8 (eight) year scale and applies only to staff who have been successfully assessed as competent against the Level 2 and Level 3 competencies as defined at clause 3 of this Schedule.
- (ii) In every case, including those to which any of the below subclauses apply, the person must possess the Level 2 competencies prior to any appointment to a Level 3 position.
- (iii) An employee may be appointed to this level if they have been awarded by another RTO the relevant statements of attainment for the Level 3 competencies and to which MR applies.

- (iv) In terms of subclause (iii) above, MR does apply from the date that the employee notifies the Department of having attained the same qualification or the Statements of Attainment as required for a Level 3 position from another RTO.
- (v) An employee may be appointed to this level where they have been successfully assessed as possessing the competencies required for Level 3 by way of RPL in accordance with Clause 7 of this Schedule.
- (vi) In recognition of prior learning, the Department will from time to time release a document which indicates the alternate qualifications that are deemed by the Department to satisfy the competency requirements for appointment to Level 3. An employee may be appointed to this level where they possess one of these qualifications.
- (vii) An employee may be appointed to this level at Yr 1 in the salary scale where they do not possess the Level 3 competencies, but the employee must obtain the competencies within 12 months of date of appointment.
- (viii) Where an employee is appointed to this level in accordance with subclause (vii) above, incremental progression beyond Yr 1 in the salary scale will not occur until after the completion of twelve (12) months service and the successful attainment of the Level 3 competencies.
- (ix) Where other than an existing permanent officer is appointed to a RSW Level 3 position, and that appointee does not possess the Level 3 competencies prior to appointment, confirmation of appointment may only occur after the person has obtained the Level 3 competencies. Nothing in this subclause effects the operation of subclause (viii) above.
- (x) Where an existing permanent officer is appointed to a RSW Level 3 position, and that appointee does not possess the Level 3 competencies prior to appointment, appointment will be on a temporary Section 24 basis under the *Public Sector Employment and Management Act 2002* for a maximum 12 month period.
- (xi) In the case of subclause (ix) above, successful assessment against the Level 3 competencies within 12 months is required for permanent appointment to the Level 3 position. Permanent appointment will be effective from the date of successful assessment against the Level 3 competencies.
- (xii) In the case of subclauses (x) and (xi) above, the officers' previous substantive position must not be filled on a permanent basis until such time as the officer is successfully assessed against the competency standards for Level 3.
- (xiii) In the case of subclauses (x) and (xii) above, if the officer fails to be successfully assessed against the Level 3 competency standards within 12 months of temporary appointment to the Level 3 position, then the temporary appointment will cease and the officer will be returned to their substantive position.
- (xiv) Appointments to this level will be subject to a competitive merit selection process and to a vacant Level 3 position designated as such by the Department.
- (xv) The Department, in accordance with guidelines developed by the parties, will determine the location and number of designated Level 3 positions.
- (xvi) Annual incremental progression throughout Level 3 will be subject to sub-clause (viii) and satisfactory performance in accordance with the Public Sector Employment and Management (General) Regulation.
- (xvii) A Level 2 Officer who is required to perform the full range of duties and responsibilities of a designated Level 3 position on a specified shift on a roster for two hours or more will be paid at Level 3 Yr 1 for all time worked. Where a Level 2 Officer acts in a Level 3 position for more than 1 calendar month, such officer should possess the Level 3 competencies.

7. Recognition of Prior Learning (RPL)

- (i) Recognition of prior learning applies where an employee can demonstrate that they possess prior learning and/or relevant experience which is equivalent to the competencies or components thereof required for appointment to Level 2 or Level 3 as defined in clause 3 of this Schedule.
- (ii) The Department will from time to time release guidelines for the assessment of recognition of prior learning.
- (iii) Progression of Existing Employees from Level 1 to Level 2 through Recognition of Prior Learning
 - (a) Where the Department assesses through the guidelines referred to in subclause (ii) above, that the prior learning and/or experience possessed by a Level 1 employee is equivalent to or exceeds the competencies required for progression to Level 2, the employee may progress to Level 2 Year 1 effective from the date of successful assessment.
 - (b) Where an existing Level 1 employee requests a recognition of prior learning assessment for progression to Level 2, they will remain at their existing salary Level until the assessment has been successfully completed against the entire competency standards for Level 2.
- (iv) Recognition of Prior Learning on New Appointments to RSW Level 1/2 Positions
 - (a) Where on appointment a new employee requests a RPL assessment, initial appointment will be as a Level 1 officer.
 - (b) If within a 3 month period the employee is successfully assessed against the Level 2 competencies, that employee will be paid at Level 2 Year 1 from the date of initial appointment.

8. Casual and Temporary Employees

- (i) All casual and temporary employees may receive assessment.
- (ii) Casual and temporary employees may receive training upon application and approval.
- (iii) Guidelines which set the priorities for the provision of training for casual and temporary staff seeking training, will be released from time to time by the Department in consultation with the Association.

9. Assessment Process

- (i) Policies and processes for assessments including time frames and appeal mechanisms, other than those stipulated in this Award variation, will be contained in the Department's Assessment Policy.
- (ii) There will be a minimum of four qualified assessors in each Area as well as additional assessors in key units within the Department.
- (iii) If for any reason an employee whom is undertaking a formal assessment has an objection to the appointed Assessor, they may request that consideration be given to the appointment of another Assessor.
- (iv) If either party believes that there is undue delay in processing assessments, the parties will consult with a view to identifying and resolving any problems identified.

Schedule 2 - Transitional Arrangements for Residential Support Workers

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Permanent Officers Employed as at 30.4.99
3.	Permanent Officers Employed as at Date of Making of this Award
4.	Permanent Officers transition to Residential Support Worker (RSW) Level 3 Positions
5.	Casual and Temporary Employees
6.	Table 1 Transitional Salary Arrangements (Excepting RSW 1/2's employed prior to 30.4.99 who have not been assessed)
7.	Table 2 Transitional Salary Arrangements RSW 1/2's Employed Prior to 30.4.99 who have not been assessed.
8.	Table 3 Transitional Salary Arrangements Salary progression for officers employed prior to 30.4.99 in the classification of Residential Care Worker
9.	Table 4: Transitional Salary Arrangements RSW Level 3's

2. Permanent Officers Employed in Previous Classifications of Residential Care Assistant (RCA), Or Youth Worker Classifications at the Date of the Making of This Award

- (i) A reference to an Officer in this clause means an officer employed on a permanent basis in the previous classifications of RCA, Senior Youth Worker (SYW) or Chief Youth Worker (CYW).
- (ii) Permanent officers who were employed in the previous classifications of RCA, SYW or CYW will retain their rights of salary progression contained in Table 2 of this Schedule.
- (iii) Permanent officers referred to in subclause (ii) above will therefore be entitled to progress by annual increments to a salary equivalent to the maximum they would have achieved under the previous Residential Care Assistant (RCA), or Youth Worker classifications, whichever is appropriate.
- (iv) Further progression beyond these points referred to in clause (iii) above, excepting those covered and provided for within Clause 4 of this Schedule, will be subject to satisfactory assessment against the competency standards applicable for the relevant level in accordance with Part B Schedule 1 Competency Based Training and Classification Structure of this Award.

3. Permanent Officers Employed as at Date of Making of This Award Other Than Those Referred to in Clause 2 Above

- (i) A reference in this clause to an officer means a permanent officer employed as at the date of making of this Award.
- (ii) Table 1 of this Schedule sets out the transitional salary arrangements which applies to all officers, excepting those covered by the transitional salary arrangements given in Table 2.
- (iii) Level 1 RSW officers who have had in excess of 12 months service on the 1st year of the Level 1 RSW salary range, may increment to the 2nd year from the date of making of this Award variation. Further annual incremental progression will occur in accordance with Clause 4(x) of Schedule 1 Competency Based Training and Classification Structure RSWs of this Award.
- (iv) Level 1 RSW officers who have less than 12 months service on the 1st year of the Level 1 RSW salary range, will progress to Level 1 Yr 2 on their next incremental date and thereafter by way of annual

increments through the Level 1 RSW salary in accordance with Clause 4(x) of Schedule 1 Competency Based Training and Classification Structure RSW's of this Award.

- (v) Level 2.1 Yr 1 officers who have not yet attained the competencies will transition to Level 1 Yr 2 and retain their existing incremental date. Progression thereafter will be by way of annual increments through the Level 1 RSW salary range in accordance with Clause 4(x) of Schedule 1 Competency Based Training and Classification Structure RSW's of this Award. These officers will not progress to Level 2 until the required competency assessment has been obtained.
- (vi) Level 2.1 Yr 2 officers who have not yet attained the competencies will transition to Level 1 Yr 3 and retain their existing incremental date. These officers will not progress to Level 2 until the required competency assessment has been obtained.
- (vii) Officers on the existing rates of RSW Level 2.1 Year 1 and Year 2 who are not covered by the previous sub-clauses (v) and (vi), will as at the date of making of this award variation, progress to the new rate of pay for a Level 2 RSW Year 1.
- (viii) Officers on the existing salary rates of RSW 2.1 or RSW 2.2 who are not covered by a grandparenting arrangement in accordance with Clause 2 to this schedule, and who have not been successfully assessed against the previous competency standards at the date of the making of this Award, will following the attainment of the required competencies and receipt of the Certificate 3 in Disability Work, which is a requirement for progression, be entitled to progress to the next increment on the Level 2 salary range and then progress through the Level 2 scale by annual increments.

The Department will ensure that officers affected by this sub clause will be given the opportunity to be assessed and awarded the Certificate 3 through the CBT Training and assessment, Recognition of Prior Learning process or Reciprocal Recognition process whichever is appropriate, within the nominal term of this Award.

- (ix) All officers, excepting those covered by the provisions contained in Clause 2 of this Schedule or by sub-clauses (v) and (vi) above, on the existing rates for Level 2.1 and Level 2.2 RSW will progress by way of annual increments to the 7th year of the new salary range for a Level 2 RSW. Future annual incremental progression will occur in accordance with Clause 5(viii) of Schedule 1 Competency Based Training and Classification Structure RSW's of this Award.
- (x) All officers to whom the provisions of Clause 2 of this Schedule apply and who are as at the date of this Award variation paid as a Level 2.1 or Level 2.2 RSW, future incremental progression will occur in accordance with the terms of that Clause.

4. Permanent Officers Transition to Residential Support Worker (RSW) Level 3 Positions

- (i) Effective from the date of this Award variation officers paid on the RSW Level 3 salary scale will be transitioned to the classification of RSW Level 3 in accordance with Table 4. These officers will thereafter progress throughout the entire salary range. Annual incremental progression throughout Level 3 will be subject to satisfactory performance in accordance with the Public Sector Management (General) Regulation.
- (ii) Officers who were prior to the date of this Award variation paid at RSW Level 3 Yr 5 for at least 12 months, shall progress to RSW Level 3 Yr 6 effective from the date of this Award variation.
- (iii) Officers who were prior to the date of this Award variation paid at RSW Level 3 Yr 6 for at least 12 months, shall progress to RSW Level 3 Yr 7 effective from the date of this Award variation.
- (iv) Officers who were prior to the date of this Award variation paid at RSW Level 3 Yr 7 for at least 12 months, shall progress to RSW Level 3 Yr 8 effective from the date of this Award variation.
- (v) All other officers not covered by subclauses (ii) - (iv) above, shall progress to the next immediate step in the Level 3 salary scale on their next annual incremental date.

- (vi) Officers transitioned to RSW Level 3 in accordance with sub-clause (i) above, will be required to perform the complete range of duties for the Level 3 classification.
- (vii) Officers transitioned to RSW Level 3 in accordance with sub-clause (i) above, will be considered for industrial purposes to possess the necessary competencies for this Level.
- (viii) The Department will consult with the Public Service Association regarding the establishment of designated RSW 3 positions throughout the Department.
- (ix) Designated RSW Level 3 positions will be filled in the first instance through voluntary transfer by employees paid at RSW Level 3 rates of pay.
- (x) Forced transfers will be avoided wherever practicable. Where an involuntary transfer is necessary, consultation with the Association must be undertaken prior to the transfer being affected.

5. Casual and Temporary Employees

- (i) A casual employee who was prior to this Award variation paid an hourly rate based on the previous classification of Residential Care Worker, will effective from the date of this variation be offered an appropriate hourly rate within either the Residential Support Worker Level 1/2 or Level 3 salary range, according to the needs of the Department for the relevant shift.
- (ii) A temporary employee who was prior to this Award variation engaged on a contract of employment based on a rate of pay within the salary range of the previous classification of Residential Care Worker, will maintain that rate of pay until the completion of that contract of employment.
- (iii) All new temporary contracts of employment entered into after the date of this Award variation, will be determined, offered and paid as either RSW Level 1/2 or RSW Level 3, according to the needs of the Department.

6. Table 1 - Transitional Salary Arrangements (Excepting RSW 1/2's Employed Prior to 30.4.99 Who Have Not Been Assessed Or RSW 1/2s Covered By subclauses (v) or (vi) of Clause 3 to This Schedule)

This Table applies to RSW's employed as at the date of this Award, excluding officers employed prior to 30 April 1999 who as at the date of this Award had not been successfully assessed against the previous Level 2.1 competencies and also excluding those RSW 1/2s covered by sub-clauses (v) or (vi) of Clause 3 to this Schedule.

Existing Classification	Salary range prior to the award \$ per annum rates were effective from first full pay period on or after 1.7.03	New Classification on or after 16.2.04	New salary range on or after 16.2.04 \$ per annum rates effective from first full pay period on or after 1.7.03
RSW Level 1	Yr 1 33,598	RSW Level 1	Yr 1 33,598
	-		Yr 2 34,190
	-		Yr 3 35,085
RSW Level 2.1	Yr 1 34,190	RSW Level 2	Yr 1 35,767
	Yr 2 35,085		Yr 1 35,767
	Yr 3 35,767		Yr 1 35,767
	Yr 4 36,442		Yr 2 36,442
RSW Level 2.2	Yr 1 37,446		Yr 3 37,446
	Yr 2 38,096		Yr 4 38,096
	Yr 3 38,768		Yr 5 38,768
	Yr 4 40,064		Yr 6 40,064
	Yr 5 41,367		Yr 7 41,367

RSW Level 3	Yr 1	42,921	RSW Level 3	Yr 1	42,921
	Yr 2	45,067		Yr 2	45,067
	Yr 3	46,037		Yr 3	46,037
	Yr 4	47,450		Yr 4	47,450
	Yr 5	49,732		Yr 5	49,732
	Yr 6	52,162		Yr 6	52,162
	Yr 7	54,251		Yr 7	54,251
	Yr 8	54,839		Yr 8	54,839

7. Table 2 - Transitional Salary Arrangements for Staff Employed in the Previous Classifications of RCA, SYW and CYW and Who Have Not Been Assessed.

This table applies to officers who transitioned to RSW Level 1 and Level 2.1 and Level 2.2 from the previous classifications of Residential Care Assistant (RCA), Residential Care Worker (RCW), Senior Youth Worker (SYW) and Chief Youth Worker (CYW). In the case of RCA's, SYW's and CYW's it applies to those who had not been successfully assessed against the previous Level 2.1 competencies.

Salary Range Pre 30.4.99		Transitioned Salary Range as at 30.4.99			Transitioned Salary Range as at 16.2.04		
<u>Residential Care Assistant</u>		<u>Residential Support Worker Level 1 / Level 2.1</u>			<u>Residential Support Worker Level 1 / Level 2</u>		
Yr 1	30,767	Level 1	Yr 1	30,767	Level 1	Yr 1	33,598
Yr 2	31,310	Level 2.1	Yr 1	31,310	Level 1	Yr 2	34,190
Yr 3	32,129	Level 2.1	Yr 2	32,129	Level 1	Yr 3	35,085
Yr 4	32,754	Level 2.1	Yr 3	32,754	Level 2	Yr 1	35,767
Yr 5	33,372	Level 2.1	Yr 4	33,372	Level 2	Yr 2	36,442

<u>Senior Youth Worker</u>		<u>Residential Support Worker Level 2.1 / Level 2.2</u>			<u>Residential Support Worker Level 2</u>		
Yr 1	32,756	Level 2.1	Yr 3	32,754	Level 2	Yr 1	35,767
Yr 2	34,291	Level 2.2	Yr 1	34,291	Level 2	Yr 3	37,446
Yr 3	34,630	Level 2.2	Yr 2	34,887	Level 2	Yr 4	38,096
Yr 4	34,887	Level 2.2	Yr 2	34,887	Level 2	Yr 4	38,096

<u>Chief Youth Worker</u>		<u>Residential Support Worker Level 2.2</u>			<u>Residential Support Worker Level 2</u>		
Yr 1	37,185	Level 2.2	Yr 5	37,882	Level 2	Yr 7	41,367
Yr 2	37,562	Level 2.2	Yr 5	37,882	Level 2	Yr 7	41,367
Yr 3	37,882	Level 2.2	Yr 5	37,882	Level 2	Yr 7	41,367

9. Table 4 Transitional Salary Arrangements Permanent Officers Employed as at the Date of This Award Transition to the Classification of Residential Support Worker Level 3 in Accordance With Clause 4 Schedule 2

Salary Range Pre 30.4.99	Transitioned Salary Range as at 30.4.99	Transitioned Salary Range as at 16.2.04
<u>Residential Care Worker</u>	<u>Residential Support Worker Level 2.1 / Level 2.2 / Level 3</u>	<u>Residential Support Worker Level 2 / Level 3</u>
Yr 1	Level 2.1 Yr 4	Level 2 Yr 2
Yr 2	Level 2.2 Yr 1	Level 2 Yr 3
Yr 3	Level 2.2 Yr 3	Level 2 Yr 5
Yr 4	Level 2.2 Yr 5	Level 2 Yr 7
Yr 5	Level 3 Yr 1	Level 3 Yr 1
Yr 6	Level 3 Yr 2	Level 3 Yr 2
Yr 7	Level 3 Yr 4	Level 3 Yr 4
Yr 8	Level 3 Yr 5	Level 3 Yr 5
Yr 9	Level 3 Yr 6	Level 3 Yr 6

Yr 10	Level 3 Yr 7	Level 3 Yr 7
Yr 10	Level 3 Yr 7	Level 3 Yr 8

Schedule 3 - Transitional Salary Arrangements Community Support Worker, Community Worker and Community Consultant

- (i) Officers employed at the operative date of this Award in the classification of Technical Assistant Grade 1, Therapy Aide, Technical Assistant Grade 2, Social Educator, Health Education Officer (Graduate), Health Education Officer (Non-Graduate), Welfare Officer Grade 1, Welfare Officer Grade 2, Vocational Instructor - Rehabilitation (Trades), Residential Care Assistant, or Residential Care Worker shall transition to the classification of Community Support Worker, Community Worker or Community Consultant, in accordance with Table 1 to this Schedule and the below sub-clauses. These staff retain their existing incremental date and increment throughout the new salary range, except where specifically addressed in the below sub-clauses.
- (ii) Residential Support Workers employed in other than a Community Residential Centre (CRC) as defined in Part A Clause 2 Definitions of this Award, shall also transition to the classifications of Community Support Worker or Community Worker, whichever is appropriate, in accordance with the provisions of Table 1 to this Schedule. These staff retain their existing incremental date and increment throughout the new salary range, except where specifically addressed in the below sub-clauses.
- (iii) Officers, who at the operative date of this Award, are in receipt of a salary at the 3rd year rate of either the classification of Technical Assistant Grade 1, Therapy Aide or Technical Assistant Grade 2, shall have their incremental date adjusted to the operative date of this Award. These officers will transition to the 3rd year of the Community Support Worker salary scale in accordance with Table 1 to this Schedule, and may, after 12 months progress by annual increments to the 5th year of the Community Support Worker salary scale.
- (iv) Officers, who at the operative date of this Award, are in receipt of a salary at the 1st to 4th years of the classification of Social Educator, shall have their incremental date adjusted to the operative date of this Award. These officers will transition to the new salary scale for Community Worker and Community Consultant in accordance with Table 1 to this Schedule, and may, after 12 months, progress by annual increments throughout the Community Worker and Community Consultant salary scale.
- (v) Officers, who at the operative date of this Award, are in receipt of a salary at the 1st to 5th years of the classification of Health Education Officer (Graduate), shall have their incremental date adjusted to the operative date of this Award. These officers will transition to the new salary scale for Community Worker or Community Consultant in accordance with Table 1 to this Schedule, and may, after 12 months, progress by annual increments throughout the Community Worker and Community Consultant salary scale.
- (vi) Officers, who at the operative date of this Award, are in receipt of a salary at the 1st to 8th years of the classification of Health Education Officer (Non-Graduate), shall have their incremental date adjusted to the operative date of this Award. These officers will transition to the new salary scale for Community Worker in accordance with Table 1 to this Schedule, and may, after 12 months progress by annual increments throughout the Community Worker salary scale.
- (vii) Officers, who at the operative date of this Award, are in receipt of a salary in the salary range for the classification of Welfare Officer Grade 1, shall have their incremental date adjusted to the operative date of this Award. These officers will transition to the new salary scale of Community Support Worker or Community Worker in accordance with Table 1 to this Schedule, and may, after 12 months, progress by annual increments to a maximum of 5th year Community Worker.
- (viii) Officers, who at the operative date of this Award, are in receipt of a salary in the salary range for the classification of Welfare Officer Grade 2, shall have their incremental date adjusted to the operative date of this Award. These officers will transition to the new salary scale of Community Worker in accordance with Table 1 to this Schedule, and may, after 12 months, progress by annual increments to a maximum of 7th year Community Worker.

- (ix) Officers, who at the operative date of this Award, are in receipt of a salary at the 1st to 2nd year of the classification of Vocational Instructor - Rehabilitation (Trades), shall have their incremental date adjusted to the operative date of this Award. These officers will transition to the new salary scale of Community Worker in accordance with Table 1 to this Schedule, and may, after 12 months, progress by annual increments to a maximum of 5th year Community Worker.
- (x) Officers, who at the operative date of this Award, are in receipt of a salary at the 4th to 9th years of the classification of Residential Care Worker, shall have their incremental date adjusted to the operative date of this Award. These officers will transition to the new salary scale of Community Worker or Community Consultant in accordance with Table 1 to this Schedule, and may progress by annual increments to a maximum of 8th year Community Worker or 3rd or 4th year Community Consultant so that they may progress to a salary equivalent to, or if there is no equivalent salary the next higher salary on the scale, the maximum they would have achieved under the previous Residential Care Worker scale.
- (xi) Officers, who at the operative date of this Award, are in receipt of a salary at the 1st year of the classification of Residential Support Worker Level 1, shall transition to 1st year Community Support Worker in accordance with Table 1 to this Schedule. Thereafter they may progress by normal annual increments throughout the Community Support Worker salary scale.
- (xii) Officers, who at the operative date of this Award, are in receipt of a salary at the 2nd to 4th years of the classification of Residential Support Worker Level 2.2, shall have their incremental date adjusted to the operative date of this Award. These officers will transition to the new salary scale of Community Worker in accordance with Table 1 to this Schedule, and may after 12 months progress by annual increments to a maximum of 5th year Community Worker. Provided that an officer who possesses the required qualifications for a Community Worker as defined in Part A Clause 3 Salaries, may progress throughout the entire salary range for a Community Worker.
- (xiii) Officers, who at the operative date of this Award, are in receipt of a salary at the 1st or 5th year of the classification of Residential Support Worker Level 2.2, shall transition to the new salary scale of Community Worker in accordance with Table 1 to this Schedule, and may progress by way of annual increments to a maximum of 5th year Community Worker. Provided that an officer who possesses the required qualifications for a Community Worker as defined in Part A Clause 3 Salaries, may progress throughout the entire salary range for a Community Worker.
- (xiv) Officers, who at the operative date of this Award, are in receipt of a salary at the 3rd, 6th and 7th years of the classification of Residential Support Worker Level 3, shall have their incremental date adjusted to the operative date of this Award. These officers will transition to the new salary scale of Community Worker or Community Consultant in accordance Table 1 to this Schedule, and may after 12 months progress by way of annual increments throughout the Community Worker and Community Consultant salary scale.
- (xv) Officers, who at the operative date of this Award, are in receipt of a salary at the 9th or 10th year of the previous salary scale for the classification of Community Worker, shall respectively transition to the 3rd or 4th year of the Community Consultant salary scale. These officers may progress by normal annual increments to a maximum of 4th year Community Consultant.
- (xvi) Officers, who at the operative date of this Award, are in receipt of a salary at the 1st to 8th years of the previous salary scale for the classification of Community Worker, shall transition to the new salary scale of Community Worker in accordance with Table 1 to this Schedule. These officers may progress by normal annual increments to a maximum salary equivalent to, or if there is no equivalent salary the next higher salary on the scale, the maximum salary they would have attained under the previous Award. This means for officers with Associate Diploma level qualifications a maximum of 8th year Community Worker and for a 3 year Degree level a maximum of 4th year Community Consultant.
- (xvii) Progression between the classifications of Community Support Worker, Community Worker and Community Consultant is subject to the possession of the necessary qualifications as defined in Part A Clause 3 and competitive merit selection to a vacant designated position.

- (xviii) Positions of Community Consultant will, in the first instance, be filled by current officers who transition to that scale and are eligible to progress to the maximum scale prescribed for the Community Consultant classification. Those staff who transition to Community Consultant by virtue of the provisions of this Award but are not eligible for appointment to a Community Consultant position shall be paid on a personal basis but perform the duties of the Community Worker classification.
- (xix) Those officers referred to in sub clause (xviii) who are ineligible for appointment to Community Consultant positions or to progress to the top of that scale due to the fact they do not hold the requisite qualifications will, upon gaining such qualification, be eligible to proceed by annual increment to the 5th year of the scale and undertake the full range of duties for Community Consultant and apply for available vacant Community Consultant positions.
- (xx) Any positions remaining unfilled through this process will be advertised internally, and if vacancies remain, external advertisement will take place.

Table 1: CSW/CW/CC Transitional Salary Arrangements

Classification	Year	Current Rate as at first pay period on or after 1/7/03 \$ per annum	Transition	New Salary Rate as at first pay period on or after 16.2.04 \$ per annum
Technical Assistant Grade 1/Therapy Aide	1	32,435	1st year CSW	33,598
	2	32,977	1st year CSW	33,598
	3	33,861	3rd year CSW	35,085
	-	-	4th year CSW	35,767
	-	-	5th year CSW	36,442
Technical Assistant Grade 2	1	32,977	1st year CSW	33,598
	2	33,861	2nd year CSW	34,190
	3	34,477	3rd year CSW	35,085
	-	-	4th year CSW	35,767
	-	-	5th year CSW	36,442
Social Educator	1	40,346	4th year CW	41,014
	2	42,623	5th year CW	42,921
	3	45,142	7th year CW	47,450
	4	47,979	8th year CW	49,732
	5	50,370	2nd year CC	50,371
	6	52,252	3rd year CC	52,252
	7	54,331	4th year CC	54,331
	8	57,057	5th year CC	57,057
Health Education Officer (Graduate)	1	38,627	3rd year CW	38,768
	2	40,346	4th year CW	41,014
	3	42,623	5th year CW	42,921
	4	45,142	7th year CW	47,450
	5	47,979	8th year CW	49,732
	6	50,371	2nd year CC	50,371
	7	52,252	3rd year CC	52,252
	8	54,331	4th year CC	54,331
	9	57,057	5th year CC	57,057
Health Education Officer (Non-Graduate)	1	33,397	1st year CSW	33,598
	2	35,208	4th year CSW	35,767
	3	37,220	2nd year CW	37,446
	4	39,291	4th year CW	41,014
	5	41,153	5th year CW	42,921
	6	43,044	6th year CW	45,067
	7	45,142	7th year CW	47,450
	8	47,023	7th year CW	47,450
	9	49,385	8th year CW	49,732

Welfare Officer Grade 1	1	33,397	1st year CSW	33,598
	2	35,208	4th year CSW	35,767
	3	37,220	2nd year CW	37,446
	4	39,291	4th year CW	41,014
	5	41,153	5th year CW	42,921
Welfare Officer Grade 2	1	43,044	6th year CW	45,067
	2	45,142	7th year CW	47,450
Vocational Instructor - Rehab (Trades)	1	39,905	4th year CW	41,014
	2	40,604	4th year CW	41,014
	3	41,022	5th year CW	42,921
Residential Care Worker	1	36,442	1st year CW	36,442
	2	37,446	2nd year CW	37,446
	3	38,768	3rd year CW	38,768
	4	41,367	5th year CW	42,921
	5	42,921	5th year CW	42,921
	6	45,067	6th year CW	45,067
	7	47,450	7th year CW	47,450
	8	49,732	8th year CW	49,732
	9	52,162	3rd year CC	52,252
	10	54,251	4th year CC	54,331
Residential Care Assistant	1	33,598	1st year CSW	33,598
	2	34,190	2nd year CSW	34,190
	3	35,085	3rd year CSW	35,085
	4	35,767	4th year CSW	35,767
	5	36,442	5th year CSW	36,442
Residential Support Worker Level 1	1	33,598	1st year CSW	33,598
		-	2nd year CSW	34,190
		-	3rd year CSW	35,085
		-	4th year CSW	35,767
		-	5th year CSW	36,442
Residential Support Worker Level 2.1	1	34,190	2nd year CSW	34,190
	2	35,085	3rd year CSW	35,085
	3	35,767	4th year CSW	35,767
	4	36,442	5th year CSW	36,442
Residential Support Worker Level 2.2	1	37,446	2nd year CW	37,446
	2	38,096	3rd year CW	38,768
	3	38,768	3rd year CW	38,768
	4	40,064	4th year CW	41,014
	5	41,367	5th year CW	42,921
Residential Support Worker Level 3	1	42,921	5th year CW	42,921
	2	45,067	6th year CW	45,067
	3	46,037	7th year CW	47,450
	4	47,450	7th year CW	47,450
	5	49,732	8th year CW	49,732
	6	52,162	3rd year CC	52,252
	7	54,251	4th year CC	54,331
	8	54,839	5th year CC	57,057
Community Support Worker	1	33,598	1st year CSW	33,598
	2	34,190	2nd year CSW	34,190
	3	35,085	3rd year CSW	35,085
	4	35,767	4th year CSW	35,767
	5	36,442	5th year CSW	36,442
Community Worker	1	36,442	1st year CW	36,442
	2	37,446	2nd year CW	37,446
	3	38,768	3rd year CW	38,768
	4	41,014	4th year CW	41,014

	5	42,921	5th year CW	42,921
	6	45,067	6th year CW	45,067
	7	47,450	7th year CW	47,450
	8	49,732	8th year CW	49,732
	9	52,162	3rd year CC	52,252
	10	54,251	4th year CC	54,331

Schedule 4 - Monetary Rates

Classification	Year	First pay period on or after 1.07.07 \$ per annum
Residential Support Worker - Level 1	1	39,306
	2	39,997
	3	41,045
Residential Support Worker - Level 2	1	41,842
	2	42,633
	3	43,807
	4	44,567
	5	45,353
	6	46,870
	7	48,394
Residential Support Worker - Level 3	1	50,212
	2	52,723
	3	53,856
	4	55,510
	5	58,180
	6	61,022
	7	63,466
	8	64,154
House Manager	-	66,078
Community Support Worker	1	39,306
	2	39,997
	3	41,045
	4	41,842
	5	42,633
Community Worker	1	42,633
	2	43,807
	3	45,353
	4	47,980
	5	50,212
	6	52,723
	7	55,510
	8	58,180
Community Consultant	1	56,129
	2	58,926
	3	61,128
	4	63,560
	5	66,749

These salary ranges are effective from the first pay period on or after 16 February 2004, however in some cases the rates are effective from 1.07.03. See Schedule 2 Table 1 for specific details including transitional salary arrangements.

Schedule 5 -Allowances

- (i) An officer who is required by the Department to accompany clients on excursions etc., which necessitate overnight stays, shall be paid an allowance equivalent to eight hours at ordinary rates for each overnight stay. If the officer is required to perform any necessary work during the night, the work shall be paid for at overtime rates.
- (ii) An officer who is nominated to supervise a team in a community based service, other than in a residential setting, shall be paid a Team Leader Allowance as follows:

No of Staff Supervised	First pay period on or after 1.7.07 Per Annum \$
5 to 10	3,020
11 to 25	5,044
26 to 40	7,069
40+	8,065

R. W. HARRISON *D.P.*

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PUBLIC HOSPITAL (TRAINING WAGE) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 725 of 2007)

Before Mr Deputy President Grayson

23 July 2007

REVIEWED AWARD

1. Delete in clause 2 Definitions, the definition "Industrial Instrument" of the award published 2 June 2000 (315 I.G. 1415) and insert in lieu thereof the following:

"Industrial Instrument" means an Award of the New South Wales Industrial Relations Commission, Determination made pursuant to section 116A of the *Health Services Act 1997* or an Agreement made pursuant to section 116A of the *Health Services Act 1997*.

2. Delete paragraphs (i) and (ii) of subclause (e) of clause 6, Training Conditions, and insert in lieu thereof the following:

- (i) the achievement of key competencies required for successful participation in the workplace where these have not previously been achieved (eg, literacy, numeracy, problem solving, team work, using technology) and as are proposed to be included in the Australian Quality Training Framework, Certificates at Level 1, or future qualifications at Level 1, as determined from time to time by the Australian National Training Authority and/or the New South Wales Department of Education and Training.

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise.

- (ii) The achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies), as are proposed to be included in the Australian Quality Training Framework, Certificates at Level 2, or future qualifications at Level 2, as determined from time to time by the Australian National Training Authority and/or the New South Wales Department of Education and Training.

3. Delete the last paragraph in clause 10, Area Incidence and Duration, and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 23 July 2007.

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

4. Delete Appendix A, and insert in lieu thereof the following:

APPENDIX A

- (i) Any Traineeship or Traineeships for a declared calling as defined by the *Apprenticeship and Traineeship Act 2001 (NSW)*.

(ii) Industry/Skill Level A

Certificate III in Aboriginal and/or Torres Strait Islander Primary Health Care
Certificate III in Allied Health Assistance
Certificate III in Basic Health Care
Certificate III in Non-Emergency Client Transport
Certificate III in Ambulance Communications (Call-Taking)
Certificate III in Dental Assisting
Certificate III in Health Services Assistance
Certificate III in Nutrition and Dietetic Assistance
Certificate III in Pathology
Certificate III in Dental Laboratory Assisting
Certificate III in Mortuary Theatre Practice
Certificate III in Hospital/Health Services Pharmacy Support
Certificate III in Prosthetic/Orthotic Technology
Certificate III in Sterilisation Services
Certificate III in Health Support Services
Certificate III in Health Administration
Certificate III in Population Health
Certificate III in Indigenous Environmental Health
Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Practice)
Certificate IV in Aboriginal and/or Torres Strait Islander Primary Health Care (Community Care)
Certificate IV in Allied Health Assistance
Certificate IV in Ambulance Communications
Certificate IV in Health Care (Ambulance)
Certificate IV in Anaesthetic Technology
Certificate IV in Audiometric Assessment
Certificate IV in Dental Assisting
Certificate IV in Operating Theatre Technical Support
Certificate IV in Neurophysiology Technology
Certificate IV in Pathology
Certificate IV in Rehabilitation and Assistive Technology
Certificate IV in Cardiac Technology
Certificate IV in Cast Technology
Certificate IV in Mortuary Theatre Practice
Certificate IV in Hospital/Health Services Pharmacy Support
Certificate IV in Sterilisation Services
Certificate IV in Health Administration
Certificate IV in Health Supervision
Certificate IV in Population Health
Certificate IV in Indigenous Environmental Health

Industry/Skill Level B

Certificate II in Aboriginal and/or Torres Strait Islander Primary Health Care
Certificate II in Emergency Medical Services First response
Certificate II in Health Support Services
Certificate II in Population Health
Certificate II in Indigenous Environmental Health

J. P. GRAYSON *D.P.*

GRADUATE-AT-LAW (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 695 of 2007)

Before Mr Deputy President Grayson

23 July 2007

REVIEWED AWARD

1. Delete subclauses (i) and (ii) of clause 2, Definitions, of the award published 16 June 2000 (316 I.G. 552) and insert in lieu thereof the following:
 - (i) "Graduate-at-Law" shall mean a person who has completed a course of study which is recognised as an academic qualification for admission by the Supreme Court of New South Wales and who is registered as a student of a Practical Legal Training Course listed in the Fourth Schedule of the Legal Profession Admission Rules 2005 in force under the *Legal Profession Act 2004*.
 - (ii) "Continuing practical training" means a course of practical legal training listed in the Fourth Schedule of the Legal Profession Admission Rules 2005.
2. Delete subclause (ii) of clause 9 Area, Incidence and Duration and insert in lieu thereof the following:
 - (ii) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Graduate-at-Law (State) Award published 16 June 2000 (316 I.G. 552) and all variations thereof.
3. Delete subclause (iii) of clause 9, Area, Incidence and Duration, and renumber existing subclauses accordingly.
4. Delete subclauses (iv) and (v) of clause 9, and insert in lieu thereof the following:
 - (iv) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 23 July 2007.
 - (v) This award remains in force until varied or rescinded, the period for which it was made already having expired.
5. Delete Schedules A and B.

J. P. GRAYSON *D.P.*

**THE CATHOLIC PRESS NEWSPAPER COMPANY PTY LIMITED
(STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 747 of 2007)

Before Mr Deputy President Grayson

24 July 2007

REVIEWED AWARD

1. Delete the clause title "Personal/Carer's Leave" in clause 9, of the award published 17 November 2000 (320 I.G. 377), and insert in lieu thereof the following:

Catholic Personal/Carer's Leave

2. Delete subclause (d) of clause 1, Area Incidence and Duration, and insert in lieu thereof the following:
 - (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 24 July 2007.
3. Delete the reference "subclause 3.1 and subclause 3.2 in subclause 9.4 of clause 9, Catholic Personal/Carer's Leave, and insert in lieu thereof the following:

"subclause 9.1 and subclause 9.2"
4. Delete the reference "clause 3" in subclause (c) of clause 10 Bereavement Leave, and insert in lieu thereof the following:

"clause 9"

J. P. GRAYSON *D.P.*

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BUTCHERS' WHOLESALE (NEWCASTLE AND NORTHERN) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 751 of 2007)

Before Mr Deputy President Grayson

24 July 2007

REVIEWED AWARD

1. Delete subclause 2.1 of clause 2, Area, Incidence and Duration of the award published 2 March 2001 (322 I.G. 727) and insert in lieu thereof the following:

- 2.1 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the:

Butchers Wholesale (Newcastle and Northern) Award published 2 March 2001 (322 I.G. 727) and all variations thereof.

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

2. Delete subclause 2.3 of clause 2 and insert in lieu thereof the following:

- 2.3 This award shall take effect, related to the conditions of workers in this industry, from 24 July 2007.

3. Delete subclause 4.1 of clause 4, Savings Provisions, and renumber existing subclauses 4.2 and 4.3 to read as 4.1 and 4.2, respectively.

4. Delete subclause 48.1 of clause 48, Accommodation and insert in lieu thereof the following:

- 48.1 Subject to the provisions of the *Occupational Health and Safety Act* 2000 each employer shall provide for the use of his/her employees:

J. P. GRAYSON *D.P.*

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BUTCHERS' WHOLESALE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 752 of 2007)

Before Mr Deputy President Grayson

24 July 2007

REVIEWED AWARD

1. Delete subclause 2.1 of clause 2, Area, Incidence and Duration of the award published 25 January 2001 (321 I.G. 1167) and insert in lieu thereof the following:

- 2.1 This award is made following a review under section 19 of the *Industrial relations Act 1996* and rescinds and replaces the:

Butchers Wholesale (State) Award published January 2001 (321 I.G. 1167) and all variations thereof.

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

2. Delete subclause 2.3 of clause 2, and renumber existing clauses accordingly.
3. Delete in subclause 2.4 of clause 2 the following:

Cargill Foods Australia	Wagga Wagga
Cowra Abattoir Limited	Cowra
Mudgee Regional Abattoir	Mudgee
Lachley Meats (Forbes) Pty Ltd	Forbes

4. Delete subclause 2.5 of clause 2, and insert in lieu thereof the following:

- 2.5 This award shall take effect, related to the conditions of workers in this industry, from 24 July 2007.

5. Delete subclause 4.1 of clause 4 Savings Provisions, and renumber existing subclauses 4.2 and 4.3 to read as 4.1 and 4.2.
6. Delete the second paragraph in subclause 12.4 and delete paragraph 12.4.1.
7. Delete subclause 48.1 of clause 48, Accommodation and insert in lieu thereof the following:

- 48.1 Subject to the provisions of the *Occupational Health and Safety Act 2000*, each employer shall provide for the use of his/her employees:

J. P. GRAYSON *D.P.*

BUTCHERS, RETAIL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 753 of 2007)

Before Mr Deputy President Grayson

24 July 2007

REVIEWED AWARD

1. Delete the words "*Occupational Health and Safety Act 1983*" in clause 25, First Aid Outfit, of the award published 11 August 2000 (317 I.G.808) and insert in lieu thereof the following:

"*Occupational Health and Safety Act 2000*"

2. Delete subclause (a) of clause 36, Basis of Award and insert in lieu thereof the following:
 - (a) In order to maintain uniformity in the industry this award is based as far as possible on the Federal Meat Industry (Retail) and Wholesale Award 2000 made by the Australian Industrial Relations Commission made for the classes of labour provided for herein.
3. Delete the first, second and third paragraphs in clause 37, Area, Incidence and Duration and insert in lieu thereof the following:

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Butchers, Retail (State) Award published 11 August 2000 (317 I.G. 808), as varied.

It shall take effect in respect to the June 2006 State Wage Case appearing in Table 1 - Wages, of Part B, Monetary Rates, from the first full pay period to commence on or 3 February 2007 and shall remain in force thereafter for a period of 12 months.

It shall apply to all persons engaged in any of the classifications named in this award within the jurisdiction of the Butchers Retail (State) Industrial Committee.

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

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

5. Delete "2006" in Table 1 Wages, and insert in lieu thereof the following:

"2007"

J. P. GRAYSON *D.P.*

(989A)

SERIAL C6084

COLD STORAGE ENTERPRISE AWARD 1998

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 756 of 2007)

Before Mr Deputy President Grayson

24 July 2007

REVIEWED AWARD

1. Delete the last paragraph in clause 2, Application of the award published 19 February 1999 (308 I.G. 375), and insert in lieu thereof the following:

The nominated companies are:

Swire Cold Storage Pty Limited, 59 Jemma Road, Lurnea 2170
Swire Cold Storage Pty Limited, 12-14 Birnie Avenue, Homebush Bay 2127

2. Delete clause 32, Date of Registration and Duration and insert in lieu thereof the following:

32. Area, Incidence and Duration

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

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

J. P. GRAYSON *D.P.*

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RURAL TRAINEESHIPS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 770 of 2007)

Before Mr Deputy President Grayson

24 July 2007

REVIEWED AWARD

1. Delete the words "Is the training is partly on-the-job" in subparagraph (2) of paragraph (ii) of subclause (b) of clause 10, Part-time Traineeships, of the award published 16 June 2000 (316. I.G. 605), and insert in lieu thereof the following:

"If the training is partly on the job"

2. Delete the last paragraph in clause 11, Area, Incidence and Duration, and insert in lieu thereof the following:

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

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

J. P. GRAYSON *D.P.*

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CLERICAL AND ADMINISTRATIVE EMPLOYEES LEGAL INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 704 of 2007)

Before Mr Deputy President Grayson

23 July 2007

REVIEWED AWARD

1. Delete the Arrangement of the award published 10 December 1999 (312 I.G. 703) and insert in lieu thereof the following:

Clause No.	Subject Matter
1.	Definitions
2.	Terms of Engagement
3.	Classification Structure and Salaries
4.	Hours
5.	Meal Breaks
6.	Overtime
7.	Meal Allowance
8.	Shift Work
9.	Public Holidays
10.	Payment of Salaries
11.	Bereavement Leave
11A.	Parental Leave
12.	Annual Leave Loading
13.	Sick Leave
14.	Termination of Employment
15.	Higher Duties
16.	Finishing at Night
17.	Personal/Carer's Leave
18.	Training
19.	Travelling Expenses
20.	Jury Service
21.	Exemptions
22.	Redundancy
23.	Grievance and Dispute Settlement Procedure
24.	Anti-Discrimination
25.	Savings Clause
26.	Statutory and Other Award Provisions
27.	Area, Incidence and Duration

2. Insert in alphabetical order in clause 1, Definitions, the following new definitions:

"Barrister shall have the same meaning as in the *Legal Profession Act* 2004.

"Law practice" shall have the same meaning as in the *Legal Profession Act* 2004.

3. Delete in clause 1 the definition "Solicitor".
4. Delete in clause 1 the definition "Solicitor Corporation".

5. Delete in clause 1 the definition "Solicitor Service Trust" and insert in lieu thereof the following:

"Solicitor Service Trust" means a trust formed for the sole purpose of employing administrative services for a law practice.

6. Delete in clause 1 the definition "Solicitor Service Company" and insert in lieu thereof the following:

"Solicitor Service Company" means a corporation formed for the sole purpose of supplying administrative services to a law practice.

7. Delete in clause 1 the definition "Solicitor Service Partnership" and insert in lieu thereof the following:

"Solicitor Service Partnership" means a partnership formed for the sole purpose of supplying administrative services to a law practice.

8. Delete in the newly renumbered clause 27, Area, Incidence and Duration the words " Solicitors, Solicitor Corporations" and insert in lieu thereof the following:

"Law practices"

9. Insert at the end of clause 27, the following paragraphs:

excepting clerical and administrative employees employed by a barrister, a barrister service company, a barrister service partnership or a barrister service trust.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 23 July 2007.

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

J. P. GRAYSON *D.P.*

HORTICULTURAL INDUSTRY (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 769 of 2007)

Before Mr Deputy President Grayson

24 July 2007

REVIEWED AWARD

1. Delete the words " Table 2 - Other Rates and Allowances" in subparagraph (i) of subclause (3) of clause 2 Hours of Work, of the award published 14 May 2004 (344 I.G. 412) and insert in lieu thereof the following:

Table 2 - Allowances

2. Delete the words "Table 2 - Other Rates and Allowances" in subclause (b) of clause 22 Travelling Time and Allowances, and insert in lieu thereof the following:

Table 2 - Allowances.

3. Delete the last two paragraphs in clause 33 Area Incidence and Duration, and insert in lieu thereof the following:

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

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

J. P. GRAYSON *D.P.*

(011)

SERIAL C5941**ANIMAL WELFARE, GENERAL (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 998 of 2007)

Before Commissioner Ritchie

9 July 2007

VARIATION

1. Delete subclause (vi) of clause 5, Wages, of the award published 23 February 2001 (322 I.G. 531), and insert in lieu thereof the following:
 - (vi) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent over award payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Table 1 - Wages, and Table 2 - Other Rates and Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Rate Per Week \$
Animal Nurse, as defined	531.40*
General Nurse, in transition	531.40*
Animal Attendant, as defined	531.40*
Food Preparer or Kennel Cleaner	531.40*
All others	531.40*

* Award Review Classification Rate

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	2(ii)(a)	Broken Shift Allowance	11.00 per shift
2	2(ii)(b)	Excess Fares Allowance	10.04 per week
3	5(ii)	Leading Hands	26.53 per week
4	5(iv)	First-aid	13.54 per week
5	6(ii), (iii), (iv)	Overtime and Meal Allowances	9.15
6	7(ii)	Saturday morning work:	
		Adults	14.89
		Juniors	10.72

7	21(i)	Locomotion Allowance	Standing charge per week	Running charge cents/km
		Cubic centimetres of motor vehicle engine:		\$ cents
		Up to and including 2,000 cc	240.33	26.53
		Over 2,000 cc	265.26	29.66
8	21(iii)	Bicycle Allowance	4.52 per shift	

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

D.W. RITCHIE, Commissioner

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(010)

SERIAL C5962**ANIMAL FOOD MAKERS, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1375 of 2007)

Before The Honourable Justice Kavanagh

30 August 2007

VARIATION

1. Delete subclause (iii), of clause 5, Adult Weekly Rates, of the award published 1 June 2001 (325 I.G. 112), and insert in lieu thereof the following:
 - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increase since 29 May 1991 other than Safety Net, State Wage Case, and minimum rates adjustments.
2. Delete Tables 1 to 4 of Appendix 1 - Minimum Award Wage Rates, and insert in lieu thereof the following:

Adult Weekly Rates (Clause 5)

- A. 1. Feed Miller in Charge of Shift:

Table 1

Feed Miller in Charge of Shift	Former Award Wage Rate Per Week 11 October 2006 \$	Minimum Award Wage Rate Per Week 11 October 2007 \$
1. Not exceeding 2 tonnes of provender per hour	551.60	571.60
2. Exceeding 2 tonnes but not exceeding 6 tonnes of provender per hour	558.10	578.10
3. Exceeding 6 tonnes but not exceeding 12 tonnes of provender per hour	564.90	584.90
4. Exceeding 12 tonnes but not exceeding 18 tonnes of provender per hour	571.50	591.50
5. Exceeding 18 tonnes but not exceeding 28 tonnes of provender per hour	579.50	599.50
6. Exceeding 28 tonnes but not exceeding 40 tonnes of provender per hour	587.50	607.50
7. Exceeding 40 tonnes but not exceeding 60 tonnes of provender per hour	598.00	618.00
8. Exceeding 60 tonnes of provender per hour	607.00	627.00

- (2) Foreman Feed Miller - Shall be paid not less than \$36.75 per week above the relevant rate prescribed by classification 1 hereof.

(3) Feed Mill Operative:

Table 2

Feed Mill Operative	Former Award Wage Rate (Per Week) 11 October 2006 \$	Minimum Award Wage Rate (Per Week) 11 October 2007 \$
Grade 5	527.40	547.40
Grade 4	533.20	553.20
Grade 3	539.90	559.90
Grade 2	546.60	566.90
Grade 1	553.10	573.10
Premix Blender	539.90	559.90

B. General

Table 3

General	Former Award Wage Rate (Per Week) 11 October 2006 \$	Minimum Award Wage Rate (Per Week) 11 October 2007 \$
1. Millwright	568.00	588.00
2. General Repairer not Millwright	537.90	557.90
3. Head Millwright	585.60	605.60
4. Binsman	533.20	553.20
5. Grain Sampler	520.10	540.10
6. Head Storeperson	544.00	564.00
7. Storeperson/Storehand/Siloperson	514.40	534.40
8. Packer/Stacker	522.30	542.30
9. Head Siloperson/Head Intake	529.00	549.00
10. Head Millhand	529.00	549.00
11. Millhand	505.00	531.40
12. (i) Driver of engines, whether the motive be steam or any other motive power other than manual power		
(a) With condenser	544.60	564.60
(b) Without condenser	534.60	554.60
(ii) Driver of suction gas or other internal combustion engines:		
(a) If 50 b.h.p. or over	534.60	554.60
(b) If under 50 b.h.p.	525.60	545.60
(iii) Driver of engines attending electric generator or dynamo other than a dynamo for merely lighting the works shall receive an additional \$12.43 per week		
13. Fireperson/Boiler Attendant	513.20	533.20
14. Forklift Truck Driver and/or Tractor Driver	525.60	545.60
15. Laboratory Assistant	536.30	556.30
16. All other Adult Employees	504.40	531.40

Table 4 - Other Rates and Allowances

Item No	Clause No	Allowance	Amount 11 October 2007 \$
1	9(a)	Dusty Conditions	2.13 per day
2	9(b)	Unusually and Excessively Dirty or Dusty Conditions	0.46 per hour
3	9(c)(i)	Engaged in discharging bulk grain	0.90 per hour
4	9(c)(ii)	Working adjacent to employee discharging bulk grain	0.53 per hour
5	9(d)	Carrying Bagged Products	0.34 per hour
6	9(e)	Bag Cleaning	3.64 per day
7	9(f)	Containers - Stacking Mill Products	0.58 per hour
8	9(g)	Boiler Attendant Certificate	9.11 per week
9	9(h)	Boiler Cleaner	1.41 per hour
10	9(i)	Silo and Bin Cleaner	0.97 per hour
11	10(j)	Meal Allowance	7.10 per meal
12	13(c)(i)	Afternoon Shift	21.34 per shift
13	13(c)(ii)	Rotating Night Shifts	26.61 per shift
14	13(c)(iii)	Change of Shift	18.21 per shift
15	13(h)	Meal Hours	2.24
16	14(g)(iv)	Meal Allowance	7.10 per meal
17	15(c)	Travelling Allowance	0.68 per kilometre
18	26	First-Aid Attendant	9.11 per week
19	27	Fire Officer	8.31 per week
20	28(a)	Clothing Allowance	2.45 per week
21	28(b)	Tool Allowance	9.73 per week
22	28(f)	Handling and Use of Pesticides	0.45 per hour

3. This variation shall take effect from the first pay period to commencing on or after 11 October 2007.

T. M. KAVANAGH J

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STOREMEN AND PACKERS, GENERAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1369 of 2007)

Before The Honourable Justice Kavanagh

30 August 2007

VARIATION

1. Delete subclause (b) of clause 10A, Arbitrated Safety Net Adjustments, of the award published 18 August 2000 (317 I.G.1097), and insert in lieu thereof the following:

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or;
- (ii) award wage increases since 29 May 1991, other than Safety Net, State Wage Case and minimum rates adjustments."

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

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

Classification	Former Award Rates (Per Week) 11 October 2006 \$	Minimum Award Wage Rates (Per Week) 11 October 2007 \$
Storeman & Packer Level 1	543.70	563.70
Storeman & Packer Level 2	558.70	578.70
Storeman & Packer Level 3	564.50	584.50
Storeman & Packer Level 4	583.30	603.30
Storeman & Packer Level 5	598.20	618.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Description	Amount \$
1	10(iii)	In charge -	
		1-5	17.90 per week
2		6-10	26.95 per week
3		11-15	36.80 per week
4		over 15	46.25 per week
5	10(v)	Single employee	14.27 per week
6	10(vi)(a)	Operates fork lift	0.71 per hour
7	10(vi)(b)	Operates mobile crane	0.86 per hour
8		Not to exceed	0.86 per hour
9	10(vii)	In iron yards, etc. handling various materials	6.01 per week
10	10(viii)	Packing crockery etc.	13.62 additional

11	10(ix)	Blending of honey	14.81 additional
12	10(x)	Reclaiming waste butter	14.81 additional
13	10(xi)	Carrying bagged stuff etc	
		Exceeding 68.04 kg	0.45 per hour
14		Exceeding 81.65 kg	0.51 per hour
15	18	Overtime - more than 1 hour	10.65 per meal
16		Notified and not called upon	10.65 per meal
17	19(i)	Dirty work	0.46 per hour extra
18	19(ii)	Hot places -	
		Between 46 and 54.4o Celsius	0.46 per hour extra
19		Exceeds 54.4o Celsius	0.61 per hour extra
20	19(iii)	Wet places	0.46 per hour extra
21	20(i) (a)	Obnoxious materials	84 per hour extra
	(b)	Other obnoxious materials	72 per hour extra
22	21(iii)	Use of own vehicle	68 per km
23	22	First-aid	2.16 per day

3. This variation shall take effect from the first pay period commencing on or after 11 October 2007.

T. M. KAVANAGH J

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GROCERY PRODUCTS MANUFACTURING (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1373 of 2007)

Before The Honourable Justice Kavanagh

30 August 2007

VARIATION

1. Delete subclause (b) of clause 9, State Wage Case Adjustments, of the award published 1 June 2001 (325 I.G. 38), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1, Wages, (Divisions 1 to 7) of Part B, Monetary Rates, and insert in lieu thereof the following:

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

Division 1 - Condiments

Classifications	Former award rate per week 14/10/2006 \$	Minimum award rate per week 14/10/2007 \$
Rice, Oatmeal, Barley, Split Peas or Mustard Miller	543.90	563.90
Operator Rice Par Boiler	543.90	563.90
Assistant Operator Rice Par Boiler	533.00	553.00
Assistant Miller	533.00	553.00
Rice Fumigator	533.00	553.00
Assistant Rice Fumigator (Certified)	521.30	541.30
Coffee, Chicory, Malt or Peanut Roaster	533.00	553.00
Coffee Roaster after 18 months' continuous service or cumulative service	536.80	556.80
Person in Charge of Vacuum Pan making coffee essence	533.00	553.00
Condiment Miller	526.50	546.50
Icing Sugar Miller	526.50	546.50
Person in Charge of Bulk Stores	526.50	546.50
Drying Person and Stove Person	525.00	545.00
Presser and Bran Tub Man	522.30	542.30
Kilnman	521.30	541.30
Packerman	517.00	537.00
Rice Tipper -Tallying Off	516.40	536.40

Stacker - Over 7 High	521.30	541.30
Loader	515.60	535.60
Loader - Murrumbidgee Irrigation Area	521.30	541.30
Pulveriser Operator - Rollerwoman	525.00	545.00
Mustard Blender	533.00	553.00
Mustard Siever	522.30	542.30
Mustard Seed Cleaner	522.30	542.30
Mustard Dryer	522.30	542.30
Fork Lift Driver	527.10	547.10
All Other Employees	508.60	531.40

Division 2 - Cereal Foods

Section A - Macaroni, Vermicelli or Spaghetti

Classifications	Former Award Rate Per Week 14 October 2006 \$	Minimum Award Rate Per Week 14 October 2007 \$
Macaroni, Vermicelli or Spaghetti Plant - Man in Charge	544.00	564.00
Machine Operator	520.20	540.20
Fork Lift Driver	527.10	547.10
All Other Employees	508.60	531.40

Section B -Other Cereal Foods

Classifications	Former Award Rate Per Week 14 October 2006 \$	Minimum Award Rate Per Week 14 October 2007 \$
Miller and/or Roller Person	530.00	550.00
Ovensperson, Stoveperson, Cooker, Dressing Room and Drying Room Person	530.00	550.00
Pressperson and/or Moulder	522.30	542.30
Packer	517.00	537.00
Wheat Cleaner	516.40	536.40
Corn Mill Operator	543.90	563.90
Silo Operator	532.20	552.20
Flavourperson	530.00	550.00
Person Working at Silos	516.40	536.40
Puffing Tower Operator	542.10	562.10
Fork Lift Driver	527.10	547.10
All Other Employees	508.60	531.40

Division 3 - Jellies, Puddings, Custards, Self-raising Flour and Cake Mixes

Classifications	Former Award Rate Per Week 14 October 2006 \$	Minimum Award Rate Per Week 14 October 2007 \$
Person actually engaged in mixing from a formula the ingredients for custard powder, jelly blending, baking powder, puddings, self-raising and cake mixes and who in addition may be in charge of employees doing such work	533.00	553.00
Machine Operator Maintenance	533.00	553.00
Flour Tipper	517.00	537.00

Adequate Weighter	517.00	537.00
Fork Lift Driver	527.10	547.10
All Other Employees	508.60	531.40

Division 4 - Noodles and Soup Powders

Classifications	Former Award Rate Per Week 14 October 2006 \$	Minimum Award Rate Per Week 14 October 2007 \$
Cooker	516.60	536.60
Drum Dryer Operator	516.60	536.60
Person actually engaged in mixing from a formula ingredients for noodles and soup powders	533.00	553.00
Fork Lift Driver	527.10	547.10
All Other Employees	508.60	531.40

Division 5 - Boot, Floor and Stove Polishes

Classifications	Former Award Rate Per Week 14 October 2006 \$	Minimum Award Rate Per Week 14 October 2007 \$
Person in Charge of one or More Persons	531.50	551.50
Paste Maker	518.50	538.50
Fork Lift Driver	527.10	547.10
All Other Employees	508.60	531.40

Division 6 - Drugs

Classifications	Former Award Rate Per Week 14 October 2006 \$	Minimum Award Rate Per Week 14 October 2007 \$
Miller	544.40	564.40
Assistant Miller	529.20	549.20
Fork Lift Driver	527.10	547.10
All Other Employees	508.60	531.40

Division 7 - Miscellaneous

Classifications	Former Award Rate Per Week 14 October 2006 \$	Minimum Award Rate Per Week 14 October 2007 \$
Combined Miller	538.90	558.90
Stone Dresser	538.90	558.90
Fork Lift Driver	527.10	547.10
All Other Employees	508.60	531.40

3. Delete Table 2, Other Rates and Allowances of the said Part B, and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Subject Matter	Amount \$
1	6(i)	Shift Work - Day, Afternoon, Night	55.80 per week
2	6(ii)	Shift Work - Day, Night	55.80 per week
3	6(iii)	Shift Work - Afternoon, Night	82.42 per week
4	6(iv)	Shift Work - Afternoon	82.42 per week
5	6(v)	Shift Work - Night	123.65 per week
6	6(vi)	Shift Work - Change of Shift	28.70 per week
7	7(iii)	Leading Hands	4.39 per day
8	7(iv)(a)	Mill Hand - making mustard	2.52 per shift
9	7(iv)(b)	Grinding Chillies	80 cents per hour
10	7(iv)(c)	Packing/Unpacking	1.19 per day
11	10(iv)	Meal Allowance - more than two hours overtime	7.18 (1st meal)
12	10(iv)	Meal Allowance - six hours or more	6.03 (2nd meal)
13	31	Dusty Conditions	2.66 per shift
14	4(e)(i)	Payment for Meal Break on Day Shift Where Mill Runs Two Shifts	2.16 per shift

4. This variation shall take effect from the first pay period commencing on or after 14 October 2007.

T. M. KAVANAGH J

STARCH MANUFACTURERS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1380 of 2007)

Before The Honourable Justice Kavanagh

30 August 2007

VARIATION

1. Delete subclause (v) of clause 2, Rates of Pay, of the award published 8 June 2001 (325 I.G. 370), and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent over award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

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

APPENDIX 1**WAGE RATES**

Classifications	Former Award Rate (Per Week) 14 Oct 2006 \$	Minimum Award Rate (Per Week) 14 Oct 2007 \$
Process Attendants - Hydrolysed Protein	545.60	565.60
Process Attendants - Other	535.70	555.70
Forklift Drivers	539.50	559.50
All Other Employees	521.60	541.60

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

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

Classifications	Former Award Rate (Per Week) 14 Oct 2006 \$	Minimum Award Rate (Per Week) 14 Oct 2007 \$
Feedhouse Dryer Operator	532.40	552.40
Starch Treater	532.40	552.40
Starch/Gluten Separator Operator	532.40	552.40
Germ/Fibre Separator Operator	532.40	552.40
Evaporator Operator	527.10	547.10
Starch Dryer Operator	527.10	547.10

Gluten Dryer Operator	527.10	547.10
Expeller Operator (Oil)	527.10	547.10
Steepperson	527.10	547.10
Forklift Driver	527.10	547.10
Dry Blend Operator	521.80	541.80
Drum Dryer Operator	521.80	541.80
Feed Packer	518.20	538.20
Starch Packer	518.20	538.20
Filter Press Operator	518.20	538.20
All Other Employees	508.60	531.40

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

APPENDIX 2

OTHER RATES AND ALLOWANCES

Item 1	Additional Rates	48 cents per hour
Item 2	Leading Hands	\$4.25 per day
Item 3	First Aid	\$9.26 per week
Item 4	Afternoon Shifts (Division 1)	\$21.53 per shift
Item 5	Rotating Night Shifts (Division 1)	\$26.73 per shift
Item 6	Non-rotating night shift (Division 1)	\$32.66 per shift
Item 7	Change of Shift Allowance (Division 1)	\$17.89 per shift
Item 8	Day, Afternoon and Night Shifts in regular weekly rotation (Division 1)	\$54.75 per week
Item 9	Day and night shifts only in regular weekly rotation (Division 11)	\$54.75 per week
Item 10	Afternoon and Night Shifts only in regular weekly rotation (Division 11)	\$80.93 per week
Item 11	Afternoon Shifts only (Division 11)	\$81.00 per week
Item 12	Permanent night shifts only (Division 11)	\$121.43 per week
Item 13	Change of Shift Allowances (Division 11)	\$28.18 per week
Item 14	Payment with meal relief on day shift	2.12 per shift
Item 15	Meal Allowance	7.20 per meal

4. This variation shall take effect from the first pay period commencing on or after 14 October, 2007.

T. M. KAVANAGH J.

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STOREMEN AND PACKERS BOND AND FREE STORES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1370 of 2007)

Before The Honourable Justice Kavanagh

30 August 2007

VARIATION

1. Delete subclause (ii) of clause 5A, Arbitrated Safety Net Adjustments, of the award published 9 February 2001 (322 I.G. 72), and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete Appendix A - Minimum Award Wage Rates, of Part B, Monetary Rates, and insert in lieu thereof the following:

APPENDIX A

Minimum Award Wage Rates

Classification	Minimum Award Wage Rates (per week) 11 October 2006 \$	Minimum Award Wage Rates (per week) 11 October 2007 \$
Storeman & Packer Level 1	552.50	572.50
Storeman & Packer Level 2	567.50	587.50
Storeman & Packer Level 3	573.30	593.30
Storeman & Packer Level 4	591.70	611.70
Storeman & Packer Level 5	606.20	626.20

3. Delete Appendix B - Allowances and Special Rates, of the said Part B, and insert in lieu thereof the following:

APPENDIX B

Allowances and Special Rates

Item No.	Clause No.	Brief Description	Amount \$
1	2(ii)	Containerisation	17 cents per hour
2	2(ii)	Containerisation (over four hours)	1.70 per day
3	9	Meal Allowance	10.65 per meal
4	20(a)(i)	Employee in Charge (1 to 5 employees)	17.58 per week
5	20(a)(ii)	Employee in Charge (6 or more employees)	26.96 per week

6	20(b)	Single employee	19.10 per week
7	20(d)(i)	Forklift allowance	0.74 per hour
8	20(d)(ii)	Mobile/pendant crane allowance	0.96 per hour
9	20(e)	Bagged stuff exceeding 68.04 kgs	0.51 per hour
10	20(e)	Bagged stuff exceeding 81.65 kgs	0.71 per hour
11	20(f)	Handling certain materials	0.61 per hour
12	20(g)	Hazardous store work	1.36 per day
13	20(g)	Hazardous store work (hourly rate)	0.35 per hour
14	20(h)	Dirty work	0.90 per hour
15	20(i)	Dust allowance	0.61 per hour
16	24(ii)	First-aid attendant	2.19 per day

4. This variation shall take effect from the first pay period commencing on or after 11 October 2007.

T. M. KAVANAGH *J*

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(631)

SERIAL C5967

STOREMEN AND PACKERS, WHOLESALE PAINT, VARNISH AND COLOUR STORES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1371 of 2007)

Before The Honourable Justice Kavanagh

30 August 2007

VARIATION

1. Delete subclause (vi) of clause 5, Wages of the award published 14 December 2001 (330 I.G. 327), and insert in lieu thereof the following:
 - (vi) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991, other than safety net, State Wage Case and minimum rates adjustment.

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

PART B

MONETARY RATES

Table 1 - Minimum Award Wage Rates

Classification	Minimum Award Wage Rate (Per Week) SWC 26 November 2006 \$	Minimum Award Wage Rate (Per Week) SWC 26 November 2007 \$
Adults: Head Storeman/Storewoman	598.20	618.20
Drivers Of Mobile Crane: Lifting Capacity: Up to and including 5 tonnes	564.50	584.50
Exceeding 5 tonnes but not exceeding 10 tonnes	564.50	584.50
Exceeding 10 tonnes but not exceeding 20 tonnes	583.30	603.30
Over 20 tonnes	583.30	603.30
Drivers Of Forklift:	564.50	584.50
All Other Employees - 12 months or more:	558.70	578.70
All Other Employees - Less than 12 months:	543.70	563.70

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Description	Amount \$
1	5(iv)(a)	Dry Colour Section: Weekly Employees	1.45 per week
2	5(iv)(a)	Casual Labor	2.92 per hour
3	5(iv)(a)	Juniors	1.45 per week
4	5(iv)(b)	Open Containers and weigh dry colour	1.02 cents/week
5	5(v)a	Operates a forklift	71 cents/hour
6	5(v)b	Operates a Mobile Crane	86 cents/hour
7	9	Meal Allowance	10.65 per meal
8		Leading Hand In charge of 1-5 In charge of 6-10 In charge of 11-15 In charge of over 15	17.90 per week 26.95 per week 36.80 per week 46.25 per week

3. This variation shall take effect from the first period commencing on or after 26 November 2007.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

STOREMEN AND PACKERS, WHOLESALE DRUG STORES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1372 of 2007)

Before The Honourable Justice Kavanagh

30 August 2007

VARIATION

1. Delete subclause (b) of clause 5, Arbitrated Safety Net Adjustments, of the award published 23 April 1999 (309 I.G. 13), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (A) any equivalent overaward payments; and/or
 - (B) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete Schedule A - Minimum Award Wage Rates, and insert in lieu thereof the following:

SCHEDULE A

Minimum Award Wage Rates

Classification	Former Award Rate Per Week 11 October 2006 \$	Minimum Award Wage Rate Per Week 11 October 2007 \$
Storemen and Packer - Level 1	543.70	563.70
Storemen and Packer - Level 2	558.70	578.70
Storemen and Packer - Level 3	564.50	584.50
Storemen and Packer - Level 4	583.30	603.30
Storemen and Packer - Level 5	598.20	618.20

3. Delete Schedule B, Allowances and Special Rates, and insert in lieu thereof the following:

SCHEDULE B

Allowances and Special Rates

Item No.	Subject	Amount \$
1	In charge of 1 - 5 employees	23.74 per week
2	In charge of 6 - 10 employees	28.30 per week
3	In charge of more than 10 employees	34.29 per week
4	Hazardous stores work	1.44 per day
5	Forklift Allowance	70 cents per hour
6	Mobile Crane Allowance	84 cents per hour
7	Morning/Afternoon shift allowance	12.49 per shift

8	Night shift allowance	16.71 per shift
9	Travel allowance	68 cents per kilometre
10	Meal allowance	10.65 per meal
11	First Aid Attendant	2.70 per day

4. This variation shall take effect from the first pay period commencing on or after 11 October 2007.

T. M. KAVANAGH *J*

Printed by the authority of the Industrial Registrar.

PET FOOD MANUFACTURERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1374 of 2007)

Before The Honourable Justice Kavanagh

30 August 2007

VARIATION

1. Delete subclause (ii) of clause 7, Rates of Pay, of the award published 24 November 2000 (320 I.G. 563), and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 (A) - Wages, of Appendix A - Wage Rates, and insert in lieu thereof the following:

Table 1 (A) - Wages

- (i) Adults

Classifications	Former Award Rate (Per Week) 11 October 2006 \$	Minimum Award Wage Rate(Per Week) 11 October 2007 \$
Leading Hand in Charge of Over 10 Employees	556.70	576.70
Leading Hand in Charge of 6 to 10 Employees	551.20	571.20
Leading Hand in Charge of 1 to 5 Employees	548.60	568.60
Expander Line Operator	537.10	557.10
Baker	532.90	552.90
Doughperson	532.90	552.90
Packing Machine Operator-Setter	532.90	552.90
Flavourperson	532.90	552.90
Storeperson - Head	532.90	552.90
Blender	527.30	547.30
Forklift - Storeperson	527.30	547.30
Ovensperson	527.30	547.30
Biscuit Machine Attendant	527.30	547.30
Packer -		
Grade A Bulk - 10 Kilos and Over	527.30	547.30
Grade B Packets Up to 5 Kilos	520.00	540.00
Grade C Machine Attendant	515.60	535.60
Bag Handler	522.00	542.00
Flavour Processor	522.00	542.00
Storeman General	515.60	535.60
General Hand	504.40	531.40

3. Delete Appendix B - Allowances, and insert in lieu thereof the following:

APPENDIX B

Allowances

Item No.	Clause No.	Subject	Amount \$
1	5(i)	Day, Afternoon and Night Shift - Regular Weekly rotation	57.30 per week
2	5(ii)	Day and Night Shift only in regular weekly rotation	57.30 per week
3	5(iii)	Afternoon and Night Shift only in regular weekly rotation	84.65 per week
4	5(iv)	Afternoon Shift only	84.65 per week
5	5(v)	Permanent Night Shift	126.35 per week
6	5(vi)	Change of Shift During any Week (for each change)	33.54
7	6(iv)	First Meal Allowance	7.20 per meal
8	6(iv)	Second Meal Allowance	6.00 per meal
9	20(i)	Carry bags weighing in Excess of 68 Kilograms	0.34 cents per hour

4. This variation shall take effect from the first pay period commencing on or after 11 October 2007.

T. M. KAVANAGH J

Printed by the authority of the Industrial Registrar.

RUBBER WORKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1381 of 2007)

Before The Honourable Justice Kavanagh

30 August 2007

VARIATION

1. Delete subclause (b) of clause 9, Arbitrated Safety Net Adjustments, of the award published 13 July 2001 (326 I.G. 99), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than Safety Net, State Wage Case, and Minimum Rates Adjustments.

2. Delete Appendix A - Wage Rates (Adults) and Appendix B - Allowances/Special Rates, and insert in lieu thereof the following:

APPENDIX A

Wage Rates (Adults)

Table 1 - Wage Rates

Classifications	Former Award Rate (Per week) 11 October 2006 \$	Minimum Award Rate (Per week) 11 October 2007 \$
Manufacturing/Production Employee Level 1	504.40	531.40
Manufacturing/Production Employee Level 2	521.00	541.00
Manufacturing/Production Employee Level 3	543.60	563.60
Manufacturing/Production Employee Level 4	564.50	584.50
Manufacturing/Production Employee Level 5	583.70	603.70
Manufacturing/Production Employee Level 6	598.20	618.20
Warehouse Worker Level 1	543.60	563.60
Warehouse Worker Level 2	564.50	584.50
Warehouse Worker Level 3	583.70	603.70
Warehouse Administration Officer	598.20	618.20

APPENDIX B**Allowances/Special Rates**

Item No.	Clause No.	Subject	Amount \$
1	8(b)(i)	Leading Hand (3-10 employees)	23.47 per week
2	8(b)(ii)	Leading Hand (10-20 employees)	34.81 per week
3	8(b)(iii)	Leading Hand (more than 20 employees)	45.72 per week
4	14(b)	Handling Carbon Black	80 cents per hour
5	14(c)	Installing or repairing belting underground in mines	26 cents per hour
6	14(d)	Working in a confined space	53 cents per hour
7	14(e)	Hot places - 46.1 C° - 54.4 C°	42 cents per hour
8	14(e)	Hot places - more than 54.4 C°	52 cents per hour
9	14(f)	Processing free coal dust	35 cents per hour
10	15(b)	First-aid attendant	9.21 per week
11	23	Motor Vehicle Allowance	37 cents per km
12	25(a)	Meal Allowance	10.35 per meal
13	40(b)	Overalls Allowance	35 cents per day

3. This variation shall take effect from the first pay period commencing on or after 11 October 2007.

T. M. KAVANAGH J

Printed by the authority of the Industrial Registrar.

ADVERTISING SALES REPRESENTATIVES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1384 of 2007)

Before Commissioner Cambridge

13 September 2007

VARIATION

1. Delete subclause (b) of clause 6, Arbitrated Safety Net Adjustments, of the award published 11 May 2001 (324 I.G. 738), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against;
 - (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991 other than Safety Net, State Wage Case, and Minimum Rates Adjustments "
2. Delete Table 1 - Rates of Pay, of Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Former Award Rate (Per Week) 26 October 2006 \$	Minimum Award Wage Rate (Per Week) 26 October 2007 \$
Representative	575.20	595.20
Probationary Representative	540.20	560.20
At 17 years of age	280.60	291.80
At 18 years of age	336.20	349.60
At 19 years of age	392.20	407.90
At 20 years of age	448.40	466.30

3. This variation shall take effect from the first pay period commencing on or after 26 October 2007.

I. W. CAMBRIDGE, Commissioner

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(075)

SERIAL C6109

BUTTER AND CHEESE AND OTHER DAIRY PRODUCTS (NEWCASTLE AND NORTHERN) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1448 of 2007)

Before Commissioner Stanton

12 September 2007

VARIATION

1. Delete Clause 10, Arbitrated Safety Net Adjustment, of the award published 26 October 2001, (328 I.G. 1087) and insert in lieu thereof the following:

10. Arbitrated Safety Net Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against;

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

PART B

MONETARY RATES

Table 1 - Wages

Item No	Description	Amount per week \$
1	Production Assistant 1	559.50
2	Production Assistant 2	568.50
3	Plant Operator 1	571.90
4	Plant Operator 2	580.20
5	Plant Operator 3	592.40
6	Foreperson	603.30
7	Employee Grading and Taking Delivery of Milk	610.70

Table 2 - Other Rates

Item No	Clause No	Description	Amount \$
1	5.5	Meal Allowance	7.46
2	8.1	Driver of scammel, articulated or vehicle with trailer attached - Where the semi-trailer has single axle	26.45
3		Where the semi-trailer has more than one axle	32.19
4	8.2	Leading Hand Allowance - In Charge of 2 - 10 employees	14.71

5		In Charge of more than 10 employees	17.72
6	8.3	Clearing or Cleaning of Box Allowance - Each wet clean	0..58
7		Each dry clean	0.31
8	8.4	Operating more than two condenser/evaporating pans/ovens	3.41
9	8.5	Washing condenser pans/vacuum holding vats or evaporators - Each flying clean	0.13
10		Each full clean	0.53
11	8.6	Operating a pedestrian stacker in cold temperatures	9.51
12	8.7	Operating a pedestrian stacker	7.03
13	8.8	Operating a pedestrian forklift	5.18
14	8.9	First-Aid Allowance	11.02
15	8.10.2	Laundry Allowance	5.80
16	8.11.1	Junior employees operating the majonnier test	5.78
17	8.11.2	Junior employees working in a laboratory (other than cleaner/ bottle washer)	3.46
18	9.1.1	Early Morning Shift	9.81
19	9.1.2	Afternoon Shift	12.82
20	9.1.3	Night Shift	16.17
21	9.1.4	Fixed afternoon or night shift - Extra per shift	1.42
22	11.1.1	Working in Cold Temperature Allowance - Below 2 degrees	0.17
23	11.1.2	Below - 1 degree	0.32
24	11.2.3	Below - 16 degrees	0.44
25	11.2.4	Below - 20 degrees	0.83
26	11.2.5	Below - 30 degrees	1.09

3. This variation shall come into effect from the first full pay period on or after 17 March 2008.

J.D. STANTON, Commissioner

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(074)

SERIAL C6110

BUTCHERS' WHOLESALE (NEWCASTLE AND NORTHERN) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1445 of 2007)

Before Commissioner Stanton

12 September 2007

VARIATION

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

27.3 Arbitrated Safety Net Adjustment

27.3.1 The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against;

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

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

	Total Weekly Classification	Total Weekly Rate \$
1	Slaughterperson	588.60
2	Employee Grading beef carcasses	552.60
3	Employee weighing and/or recording	546.80
4	Knocker down and/or shackler and/or employee opening up neck and tying weasand before hoisting to bleeding rail	550.00
5	Slaughterhouse labourer whose work includes trimming carcasses after slaughter persons, skinning heads, removing eyes, removing horns, removing tongues and/or cheeks, removing brains and boning for pet foods and boning heads and crutching sheep	546.80
6	Employee skinning feet and taking out sinews	545.80
7	Tripe persons and employee cutting, turning and washing tripes and cutting and washing bibles	545.80
8	Slaughterhouse Labourer	541.30
9	Laundry Attendant	541.30
10	Stockperson (working under conditions of the stock person clause)	547.60
11	Stockperson, stock receiver and penner-up	543.60
12	Yard person and general labourer	536.90
13	Freezer room employee	545.80
14	Dripping and/or lard operator, tallow person, digester person and/or dry melter operator, expeller and/or dryer attendant	548.60
15	Mill hand, by-products labourers and save-all attendant	539.20

Casing Cleaning Department		
16	All-round person	550.30
17	Employee trimming and sliming bungs and bladders and sliming runners	543.60
Boning Department		
18	Boner	567.00
19	Slicer and/or sawyer	553.50
20	Trimmer	546.80
21	Weigh person	543.40
22	Packer, strapper, wiring and/or gluing machine operator	541.30
23	Shop person/butcher	574.10
Motor Wagon Drivers		
24	Motor wagon driver of a vehicle with carrying capacity of up to 3,048 kg (3 tons)	547.70
	For each additional 1,016 kg (1 ton) or part thereof up to 8,128 kg (8 tons) extra	1.87
	For each additional 1,016 kg (1 ton) or part thereof exceeding 8,128 (8 tons) but not exceeding 12,192 kg (12 tons) extra	1.45
	For each additional 1,016 kg (1 ton) or part thereof exceeding 12,192 kg (12 tons) when a trailer is attached to a motor wagon, the carrying capacity of such trailer shall be computed with the rate in determining the driver's wages	1.16
25	Driver of tractor under 50 h.p. or forklift driver	547.70
26	Driver of bulldozer	547.70
27	Loader	556.20
28	Cleaner - cleaning production plant and equipment (working under shift work provisions)	546.80

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

Age	Percentage of Classification 12-General Labourer	Total Weekly Rate \$
At 15 years of age	36%	193.30
At 16 years of age	48%	257.10
At 17 years of age	60%	322.10
At 18 years of age	74%	397.30
At 19 years of age	87%	467.10
At 20 years of age	Adult rates	

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

APPENDIX 2

Other Rates and Allowances

T2.1 Other rates and allowances - Subject to the provisions of the relevant clauses, allowances and special rates are as follows:

Item No.	Clause No.	Brief Description	Amount \$
1	34.1	Alternating Shifts - per shift	9.29
2	31.5	Afternoon Shift - per shift	13.35
3	32.9.1	Extraordinary Hours Allowance per day	8.02
4	35.5	Horse Allowance - per week	15.11
5	33.3	Meal Money - per meal	9.04

6	29.1	Temperature Allowance - per hour Below minus 1 degree celsius Below minus 16 degree celsius Below minus 20 degree celsius Below minus 26 degree celsius	0.47 0.75 1.38 2.07
7	29.2	Freezing Room Allowance - per hour	0.51
8	29.4	Temperature Allowance - per hour	0.51 0.81
9	10.1	Rovers Allowance - per day	3.11
10	20.1.2	Bull Penalty - per head	3.11
11	23.1	Dog Allowance - per dog per week	7.79
12	23.3	First Aid Attendant - per day	3.72
13	23.4	Leading Hand - per week	27.85
14	23.5.1	Pedestrian Stacker - Cold Temperature - per week	14.37
15	23.5.2	Pedestrian Stacker - per week	10.62
16	23.5.3	Fork Lift - per week	7.47
17	17.1.1	Objectionable Work - Ordinary Hours	3.43
18	17.1.2	Objectionable Work - Outside Ordinary Hours per sheep, calf or pig per head of cattle	4.01 17.05
19	17.1.3	Objectionable Work - on Sundays and Public Holidays - per sheep, calf or pig per head of cattle	6.14 24.69
20	17.1.4	Condemned Carcass Allowance - per day	3.43
21	17.1.5	Brucella Reactor - per day	7.76
22	17.1.6	Work in Artificially Increased Temperature - per hour	0.47
23	17.1.7	Foetal Blood Extraction Allowance - per day	7.76
24	13.4	TP Slaughtering Allowance - all type of Animals per day per half day	5.06 2.54
25	13.5	TP Slaughtering Allowance - two types of animals per day per half day	4.33 2.08
26	13.6	TP Slaughtering Allowance - one type of animal per day per half day	3.11 1.51
27	51.2	Knife Allowance - Slaughterpersons, boners and labourers skinning cattle, heads and feet - per week per day Other employees using a knife - per week per day	3.62 0.71 2.60 0.48
28	49.1(a)	Clothes Allowance - per day	1.58
29	49.1(b)	Laundry Allowance - per day	1.28
30	49.1(c)	Clothes Allowance - per day	0.41
31	49.3	Clothes/Laundry Allowance - (Employees not covered by Items 28-30 of this Appendix)	
	(a)	Clothes Allowance - per day	0.77
	(b)	Laundry Allowance - per day	0.61
	(c)	Clothes Allowance - per day	0.18
32	46.5(b)	TP Boner Allowance	1.75

3. This variation shall come into effect from the first full pay period on or after 22 November 2007.

J.D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1154 of 2007)

Before Commissioner Murphy

1 August 2007

VARIATION

1. Delete paragraph 4.2.3 of clause 4, Salaries and Classifications, of the award published 18 August 2000 (317 I.G. 1030), and insert in lieu thereof the following:
 - 4.2.3 The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage case, and minimum rates adjustments."

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

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Award Salary per year \$
Level 1A Professional Scientist (Graduate/Diplomate - 3 year course)	37,534
Level 1 Professional Engineer/Level 1B Professional Scientist (Graduate 4 or 5 year course)	38,637
Level 2 Professional Engineer/Professional Scientist (Experienced)	44,948
Level 3 Professional Engineer/Professional Scientist	49,296
Level 4 Professional Engineer/Professional Scientist	55,820

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	9.4	Meal Allowance	11.73
2	18.3	Use of private vehicle	Not less than 62 cents per kilometre

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 1 November 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

(125)

SERIAL C6113

CLERICAL AND ADMINISTRATIVE EMPLOYEES, HIRE CARS AND TAXIS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 1193 of 2007)

Before Commissioner Murphy

2 August 2007

VARIATION

1. Delete subclause (x) of clause 9, Classification Structure and Wages, of the award published 4 August 2000 (317 I.G. 665) and insert in lieu thereof the following:
 - (x) The rates of pay in this award include the adjustments payable under State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent over award payments and/or;
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments
2. Delete Part B Monetary Rates and insert in lieu the following:

PART B

MONETARY RATES

Table 1 Wages

The following Minimum rates of wages shall take effect from the first pay period to commence on or after 3 August 2007.

- (i) Adults

Grade	Weekly Rate Pre SWC 2007	SWC 2007	Weekly Rate
1	543.60	20.00	563.60
2	564.50	20.00	584.50
3	598.20	20.00	618.20
4	639.90	20.00	659.90
5	700.50	20.00	720.50

Provided that no employee employed as at 11 August 1997 is to receive less pay as a result of regrading under this award. In the event that such regrading results in a lower grading, the present wage is to be maintained until overtaken by award increases.

Note: See Clause 11 to establish appropriate grading. The elements in clause 11 are to ensure that the appropriate grade is arrived at.

The new grading structure incorporates the previous telephonist and radio operator loadings.

The new grading structure also incorporates the supervisory and responsibility allowances that were paid under the previous award.

The minimum rates of wages per week for junior employees shall be as follows:

(ii) Juniors

(a) Equivalent to grade 3 or above

Age	Weekly Rate Pre SWC 2007 \$	SWC 2007 %	Weekly Rate \$
At 17 years of age	286.05	4%	297.50
At 18 years of age	353.45	4%	367.60
At 19 years of age	404.00	4%	420.15
At 20 years of age	476.95	4%	496.05

(b) All other junior employees

Age	Weekly Rate Pre SWC 2007 \$	SWC2007 %	Weekly Rate \$
Under 17 years of age	214.70	4%	223.30
At 17 years of age	268.80	4%	279.55
At 18 years of age	329.45	4%	342.65
At 19 years of age	373.55	4%	388.50
At 20 years of age	439.60	4%	457.20

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	8(i)(a)	Shifts Rotating day, afternoon, night	37.90 per week
2	8(i)(b)	Shifts rotating day, afternoon	37.90 per week
3	8(i)(c)	Shifts rotating day, day afternoon	37.90 per week
4	8(i)(d)	Shifts rotating day, day, night	37.90 per week
5	8(i)(e)	Shifts rotating day, night	41.90 per week
6	8(i)(f)	Shift clerks working on a weekly shift system - Night, afternoon Night only Afternoon only Early morning shift	48.20 per week 48.20 per week 48.20 per week 48.20 per week
7	8(i)(g)	Any other combination of shifts	10.80 per shift
8	12(iii)(b)	Meal allowance for overtime worked - 2 hours or more After a further 4 hours	12.35 12.35
9	28(i)	First-aid Allowance	9.60

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

J. P. MURPHY, Commissioner

CLERICAL AND ADMINISTRATIVE EMPLOYEES LEGAL INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 1193 of 2007)

Before Commissioner Murphy

2 August 2007

VARIATION

1. Delete subclause (xv) of clause 3, Classification Structure and Salaries, of the award published 10 December 1999 (312 I.G. 703), and insert in lieu thereof the following:
 - (xv) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent over award payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustment
2. Delete Part B Monetary Rates and insert in lieu the following:

PART B

MONETARY RATES

Table 1 - Salaries

The following Minimum rates of wages shall take effect from the first pay period to commence on or after 3 August 2007.

- (i) Adults

Grade	Weekly Rate Pre SWC 2007	SWC 2007	Weekly Rate
1	543.60	20.00	563.60
2	564.50	20.00	584.50
3	598.20	20.00	618.20
4	639.90	20.00	659.90
5	700.50	20.00	720.00

- (ii) Juniors - The minimum rates of wages per week for junior employees shall be as follows:

- (a) Equivalent to grade 3 or above

Age	Weekly Rate Pre SWC 2007 \$	SWC 2007 %	Weekly Rate \$
At 17 years of age	286.05	4%	297.50
At 18 years of age	353.45	4%	367.60

At 19 years of age	404.00	4%	420.15
At 20 years of age	476.95	4%	496.05

(b) All other junior employees:

Age	Weekly Rate Pre SWC 2007 \$	SWC2007 %	Weekly Rate \$
Under 17 years of age	214.70	4%	223.30
At 17 years of age	268.80	4%	279.55
At 18 years of age	329.45	4%	342.65
At 19 years of age	373.55	4%	388.50
At 20 years of age	439.60	4%	457.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Details	Amount \$
1	7 and 8 (iii)(b)	Meal Allowance	11.65
2	3(xi)	Saturday Loadings	16.15 (Adults) 10.90 (Juniors)
3	19(iii)	Own Car Allowance: For a vehicle 1,500cc For a vehicle over 1,500cc	89.00 110.05
4	19(iv)	Own Car Allowance: For use on a casual or incidental basis	0.61/km

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

J. P. MURPHY, Commissioner

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(1609)

SERIAL C6115

REAL ESTATE INDUSTRY (CLERICAL AND ADMINISTRATIVE) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 1193 of 2007)

Before Commissioner Murphy

2 August 2007

VARIATION

1. Delete subclause (m) of clause 5, Classification Structure and Wages, of the award published 24 October 2003 (341 I.G. 820) and insert in lieu thereof the following:
 - (m) The rates of pay in this award include the adjustments payable under State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent over award payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustment
2. Delete Part B Monetary Rates and insert in lieu the following:

PART B

MONETARY RATES

Table 1 - Wages

The following Minimum rates of wages shall take effect from the first pay period to commence on or after 3 August 2007.

- (i) Adults

Grade	Weekly Rate Pre SWC 2007 \$	SWC 2007 \$	Weekly Rate \$
1	543.60	20.00	563.60
2	564.50	20.00	584.50
3	598.20	20.00	618.20
4	639.90	20.00	659.90
5	700.50	20.00	720.50

(ii) Juniors

The minimum rates of wages per week for junior employees shall be as follows:

(a) Equivalent to grade 3 or above

Age	Weekly Rate Pre SWC 2007 \$	SWC 2007 %	Weekly Rate \$
At 17 years of age	287.05	4%	298.55
At 18 years of age	353.45	4%	367.60
At 19 years of age	404.00	4%	420.15
At 20 years of age	476.95	4%	496.05

(b) All other junior employees

Age	Weekly Rate Pre SWC 2007 \$	SWC2007 %	Weekly Rate \$
Under 17 years of age	214.70	4%	223.30
At 17 years of age	268.80	4%	279.55
At 18 years of age	329.45	4%	342.65
At 19 years of age	373.55	4%	388.50
At 20 years of age	439.60	4%	457.20

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	13(a) and (b)	Meal allowance Overtime	11.65
2	17(c)	Own Car Allowance: For vehicle 1,500cc For a vehicle over 1,500cc	89.00 110.55
3	17(c)	Own Car Allowance For use on a casual or incidental basis	0.61/per km
4	19	First-aid Allowance	9.60

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

J. P. MURPHY, Commissioner

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WINE INDUSTRY CONSOLIDATED (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1166 of 2007)

Before Commissioner Murphy

1 August 2007

VARIATION

1. Delete paragraph (c) of subclause (i) of clause 2, Wages, of the award published 3 November 2000 (319 I.G. 1065), and insert in lieu thereof the following:
 - (c) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent over-award payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Wage Rates and Allowances, and insert in lieu thereof the following:

PART B**WAGE RATES AND ALLOWANCES****Table 1 - Wage Rates**

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Level One	537.80	20.00	557.80
Level Two	554.10	20.00	574.10
Level Three	564.50	20.00	584.50
Level Four	578.30	20.00	598.30
Level Five	598.20	20.00	618.20

Table 2 - Allowances

Leading Hand Allowance	SWC 2006 Amount \$	SWC 2007 Amount \$
Up to and including 4 employees	14.40	15.00
More than 4 employees but not more than 10 employees	26.00	27.05
More than 10 employees	39.25	40.80
In addition to the above rates, employees operating a mechanical harvester shall be paid an allowance of \$0.52 per hour for each hour or part thereof whilst operating such a harvester:		
Service Allowance		
After the first year of service	5.55	5.75
After the second year of service	9.50	9.90
After the third year of service	13.50	14.05

Table 3 - Allowances

Item No.	Clause No.	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	2(i)(e)	Burning and/or waxing closed wine vats	0.73 p/hr	0.76 p/hr
2	2(i)(f)	Kerosene blow lamp used	2.80 p/hr	2.90 p/hr
3	15	Meal Allowance	10.50 p/meal	10.90 p/meal
4	27(i)	Wet Work Allowance	3.85 daily	4.00 daily
5	28(ii) (b)	Laundry Allowance	3.45 p/day	3.55 p/day
6	34	First-aid Allowance	2.40 p/day	2.50 p/day

"Note": These allowances are contemporary for expense related allowances as at 30 March 2007 and for work related allowances are inclusive of adjustment in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 8 September 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

SUGAR FIELD WORKERS (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1167 of 2007)

Before Commissioner Murphy

1 August 2007

VARIATION

1. Delete subclause (i) of clause 4, Safety Net Commitments, of the award published 16 March 2001 (323 I.G. 64), and insert in lieu thereof the following:
 - (i) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent over-award payments; and/or
 - (b) award wage increase since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classifications	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Field Workers			
From 14 to 16 years of age (50%)	261.35	10.00	271.35
From 16 to 18 years of age (60%)	313.60	12.00	325.60
Over 18 to 19 years of age (70%)	365.90	14.00	379.90
Over 19 years of age with			
Less than 12 months experience	506.50	20.00	526.50
More than 12 months experience	522.70	20.00	542.70
Mechanical Harvesting:			
Field Assistant/Mechanical Harvesting	526.80	20.00	546.80
Infield Buggy Driver	550.00	20.00	570.00
MHO Grade 3 (less than 12 months experience)	559.40	20.00	579.40
MHO Grade 2 (more than 12 months experience)	571.60	20.00	591.60
Rural Tradesperson/MHO Grade 1	598.20	20.00	618.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	3(ii)(a)	Oil tractors	0.31 per hour	0.32 per hour
2	3(ii)(b)	Cleaning drains	0.49 per hour	0.51 per hour
3	3(ii)(c)	Wet places	2.75 per day	2.85 per day

4	3(ii)(d)	Working in water 45 cm-90 cm Over 90 cm	3.38 per day 3.65 per day	3.52 per day 3.80 per day
5	3(ii)(e)	Working in slurry	2.45 per day	2.55 per day
6	3(ii)(g)	Repairing mechanical equipment	0.45 per hour	0.47 per hour
7	3(ii)(h)	Field conditions allowance	0.70 per hour	0.73 per hour
8	21(i)	Fare and travelling	0.54 per km	0.54 per km

"Note": These allowances are contemporary for expense related allowances as at 30 March 2007 and for work related allowances are inclusive of adjustment in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 8 September 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

(507)

SERIAL C6119**NURSERIES EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1328 of 2007)

Before Commissioner Murphy

23 August 2007

VARIATION

1. Delete subclause (g) of clause 5, Wages, of the award published 12 April 2001 (323 I.G. 1041), and insert in lieu thereof the following:
 - (g) The rates of pay in this award include the adjustments payable under the State Wage Case June 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete (1), Adult Employees, of Table 1 - Wage Rates and Table 2 - Other Rates and Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:
 - (1) Adult Employees -

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Senior Nursery Tradesperson	639.90	20.00	659.90
Nursery Tradesperson	598.20	20.00	618.20
Mobile Nursery Person	567.00	20.00	587.00
Trainee Nurse Person	546.20	20.00	566.20
Micro-Propagation Processor	546.20	20.00	566.20
Nurse Hand	525.30	20.00	545.30

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	16(b)	First Aid	1.80	1.85
2	18(a)	Meal Allowance	9.10	9.50

"Note": These allowances are contemporary for expense related allowances as at 30 June 2007 and for work related allowances are inclusive of adjustment in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after the 23 August 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (STOREMEN, &c.) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1383 of 2007)

Before Commissioner Murphy

31 August 2007

VARIATION

1. Delete subclause (xi), of clause 2, Wages, of the award made 31 July 2007, and insert in lieu thereof the following:
 - (xi) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or;
 - (ii) award wage increases since 29 May 1991, other than Safety Net, State Wage Case and minimum rates adjustments "
2. Delete Appendix I - Minimum Award Wage Rates and Appendix II - Allowances and Special Rates, and insert in lieu thereof the following:

APPENDIX I**MINIMUM AWARD WAGE RATES**

Classification	Minimum Award Wage Rates (Per Week) State Wage Case 2006	Minimum Award Wage Rates (Per Week) State Wage Case 2007
Storeman and/or Packer	578.70	598.70
Assembler	580.20	600.20
Forklift Driver	584.40	604.40
Leading Hand	580.80	600.80
Charge Hand ~	583.00	603.00

APPENDIX II**ALLOWANCES AND SPECIAL RATES**

Item No.	Subject	Amount State Wage Case 2006	Amount State Wage Case 2007
1.	Charge Hands (1-5 employees)	17.10	17.80
2.	Charge Hands (6-10 employees)	25.60	26.60
3.	Charge Hands (over 10 employees)	35.40	36.80
4.	Single Employee	13.50	14.05
5.	Forklift Driver	68 cents per hour	71 cents per hour
6.	Mobile Crane	81 cents per hour	84 cents per hour
7.	Mobile Crane	81 cents per hour	84 cents per hour

3. This variation shall take effect from the first pay period commencing on or after the 16 December 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

POULTRY INDUSTRY LIVESTOCK (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1165 of 2007)

Before Commissioner Murphy

16 August 2007

VARIATION

1. Delete paragraph (a) of subclause (i) of clause 4, Integrated Wage Structure, of the award published 8 February 2002 (331 I.G. 93), and insert in lieu thereof the following:
 - (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent over-award payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Table 1 - Wages and Table 2 - Other Rates and Allowances of Part B, Monetary Rates and insert in lieu thereof the following:

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

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Farm Transporter - Two Axle	618.30	20.00	638.30
Farm Transporter	584.20	20.00	604.20
Certified Rural Tradesperson	598.20	20.00	618.20
Farm Maintenance Worker	562.80	20.00	582.80
Stock Hand	535.80	20.00	555.80
Hatchery Assistant	525.30	20.00	545.30
Farm Hand	521.10	20.00	541.10
General Hand	504.40	20.00	524.40

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	4(i)	First-aid allowance p/day	2.05	2.10
2	4(i)	Meal allowance p/day	10.30	10.70
3	4(i)	Leading Hand - Large Group per week	23.55	24.50
4	4(i)	Leading Hand - Small Group per week	17.10	17.80
5	4(ii)(g)	Motor allowance for vehicle up to 2,000 cc per km	0.51	0.51
6	4(ii)(g)	Motor allowance for vehicle over 2,000 cc p/ km	0.61	0.61
7	4(ii)(h)	Required to provide a car (full-time employee) per week	108.25	112.60

8	4(ii)(h)	Required to provide a car (part-time employee) p/day	21.75	22.60
9	4(ii)(h)	For each km travelled per km	0.33	0.34
10	5	Laundry allowance p/day	2.00	2.10
11	8(iii)	Unplanned overtime meal allowance	10.30	10.70

"Note": These allowances are contemporary for expense related allowances as at 30 March 2007 and for work related allowances are inclusive of adjustment in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 8 September 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

COLD STORAGE AND ICE EMPLOYEES (NORTHUMBERLAND) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1439 of 2007)

Before Commissioner Ritchie

19 September 2007

VARIATION

1. Delete subclause (ii) of Clause 6, Wages, of the award published 20 July 2001 (326 I.G. 216) and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May, 1991 other than safety net, State Wage Case, and minimum rates adjustments.

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

PART B

MONETARY RATES

TABLE 1 - WAGES

Adult Classification	SWC 2007 Eff. 1 Dec. 07 Amount per week \$
Level 1	600.40
Level 2	587.90
Level 3	550.50
Level 4	546.70
Level 5	531.40

Table 2 - Other Rates

Item No.	Clause No.	Description	SWC 2007 Eff. 1 Dec. 07 Amount per week \$
1	4 (iii) (a)	Shift Allowances- (a) Day and/ or afternoon and/or night rotating or alternating shifts - per shift	4.07

2	4 (iii) (b)	(b) Regular afternoon shift which does not rotate to provide the shift worker at least one third of the employee's ordinary time on day shift - per shift	5.95
3	5 (iii)	Meal Allowance	5.65
4	6 (i) (b)	Pedestrian stacker allowance - per week	8.42
5	8 (ii)	Cold temperature Allowance - Below 2 degrees Celsius - per hour	0.12
6	8 (iii)	Cold temperature Allowance - Below minus 10 degrees Celsius Per hour or part thereof	0.25
7	8 (v)	Cold temperature Allowance - Below 16 degrees Celsius - per hour or part thereof	0.35
8	8 (vi)(c)	Cold temperature allowance - Below 20 degrees Celsius - per hour or part thereof	0.66
9	9	First aid Allowance - per week	4.94

3. This variation shall come into effect from the first full pay period on or after 1 December, 2007.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

NURSERIES EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1225 of 2007)

Before Commissioner Murphy

16 August 2007

VARIATION

1. Insert in numerical order in the Arrangement of the award published 12 April 2001 (323 I.G.1401), the following new clause number and subject matter:

8A. Secure Employment

2. Insert after clause 8, Terms of Employment the following new clause.

8A. Secure Employment

- (a) Objective of this Clause

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

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of twelve months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of twelve months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect on and from the 16 August 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

**MISCELLANEOUS WORKERS' - GENERAL SERVICES (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C5928 published 12 October 2007

(363 I.G. 1466)

(No. IRC 991 of 2007)

CORRECTION

1. Delete instruction 1, and substitute the following:
1. Delete subclause (v) of clause 9, Wages, of the award published 8 December 2000 (320 I.G. 1078), and insert in lieu thereof the following:
- (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent over-award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

G. M. GRIMSON *Industrial Registrar.*

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