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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

PRACTICE DIRECTION No 19

Pursuant to Rule 89 of the Industrial Relations Commission Rules 1996

**Applications for declaration under section 33I of the
*Commission for Children and Young People Act 1998***

- (1) The purpose of this Practice Direction is to provide an appropriate procedure for applications for an order under section 33I of the *Commission for Children and Young People Act 1998* to be made to the Industrial Relations Commission of New South Wales.
- (2) This Practice Direction will become effective 14 days after it is published on the New South Wales Industrial Relations Commission website and replaces Practice Direction No. 5.
- (3) Applications for an order under section section 33I of the *Commission for Children and Young People Act 1998* made to the Industrial Relations Commission of New South Wales shall be made by way of application, in terms of Form 1 of the Industrial Relations Commission of New South Wales Rules 1996.
- (4) The following is applicable to any such application:
 - (a) The application shall set out the relief sought and shall state briefly but specifically the grounds on which that relief is sought.
 - (b) The primary relief available under the section 33I of the *Commission for Children and Young People Act 1998* is an order declaring that the Act is not to apply to the applicant in respect of a specified offence.
 - (c) In specifying the grounds upon which an order is sought, the applicant should note section 33J(1) and (3) of the *Commission for Children and Young People Act 1998*, which provides that:
 - (i) The Industrial Relations Commission is not to make an order under the *Commission for Children and Young People Act 1998* unless it considers that the person the subject of the proposed order does not pose a risk to the safety of children.
 - (ii) In deciding whether or not to make an order in relation to a person, the Industrial Relations Commission is to take into account the following:
 - (a) the seriousness of the offences with respect to which the person is a prohibited person,
 - (b) the period of time since those offences were committed,
 - (c) the age of the person at the time those offences were committed,
 - (d) the age of each victim of the offences at the time they were committed,
 - (e) the difference in age between the prohibited person and each such victim,
 - (f) whether the person knew, or could reasonable have known, that the victim was a child
 - (g) the prohibited person's present age,
 - (h) the seriousness of the prohibited person's total criminal record,
 - (i) such other matters as the Commission considers relevant.

- (5) If the applicant intends to make an application to the Commission for relief by way of reinstatement or re-employment, or for any order for damages or compensation for any removal from employment (however described), the application shall state that the applicant intends to make that application. Wherever possible the application for further relief shall be filed with the application for an order under the *Commission for Children and Young People Act 1998*.
- (6) Unless otherwise approved by the Registrar, the application shall be accompanied by an affidavit, which shall set out briefly but specifically:
- (a) the circumstances which have led to the application being made;
 - (b) those matters on which the applicant relies for the relief sought in the application [see paragraphs 4(a), (b) and (c) above]; and
 - (c) any material relevant to the Commission's exercise of discretion under section 33J(3) of the *Commission for Children and Young People Act 1998* upon which the applicant intends to rely [see paragraph 4(c)(ii) above], and, to the extent that the application refers to or contains matters of fact, shall verify those facts.
- (7) The Application and supporting affidavit, together with any additional material being filed by the applicant, shall:
- (a) be accompanied by three copies.
 - (b) be served by the applicant on
 - (i) the Commissioner for Children and Young People
 - (ii) such other person, if any, that the applicant is directed to serve by the Industrial Registrar, which may include the employer or former employer as relevant under section 33E of the *Commission for Children and Young People Act 1998*.

M J Walton J, *Acting President*
9 March 2007

CROWN EMPLOYEES (NSW FIRE BRIGADES FIREFIGHTING STAFF DEATH AND DISABILITY) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Fire Brigades.

(Nos. IRC 2078 and 2928 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
Mr Deputy President Grayson

26 February 2007

AWARD

PART A

INTRODUCTION, INTENTIONS AND COMMITMENTS, INDEX AND DEFINITIONS

Clause 1. Introduction, Intentions and Commitments

- 1.1 This Award Shall be Known as the "Crown Employees (NSW Fire Brigades Firefighting Staff Death and Disability) Award 2006".
- 1.2 The intentions and commitments of this Award are to:-
 - 1.2.1 Provide benefits in the event that an on duty or off duty injury results in the death or total and permanent incapacity or partial and permanent incapacity of a firefighter.
 - 1.2.2 Provide rehabilitation and retraining in the event that on duty or off duty injury results in a firefighter suffering partial and permanent incapacity.
 - 1.2.3 Develop and implement an agreed health and fitness programme for firefighters.
- 1.3 This Award shall be in four parts as follows:
 - Part A - Introduction, Intentions and Commitments, Index and Definitions
 - Part B - Arrangements for firefighters entitled to the death and disability benefits prescribed by this Award.
 - Part C - Health and Fitness Programme
 - Part D - Disputes, Anti-discrimination, Leave Reserved and Area, Incidence and Duration.

Clause 2. Index

- Clause 1 - Introduction, Intentions and Commitments
- Clause 2 - Index
- Clause 3 - Definitions
- Clause 4 - Death and Disability Superannuation Fund
- Clause 5 - Contributions to the Death and Disability Superannuation Fund
- Clause 6 - Other Benefits Applicable to Firefighters
- Clause 7 - Permanent Firefighters - Pensions for "On Duty" Death and Total and Permanent Incapacity

- Clause 8 - Permanent Firefighters - Lump Sum Payments for "Off Duty" Death and Total and Permanent Incapacity
- Clause 9 - Rehabilitation and Retraining and Lump Sum Payments for Permanent Firefighters who suffer Partial and Permanent Incapacity
- Clause 10 - Retained Firefighters - Pensions for "On Duty" Death and Total and Permanent Incapacity
- Clause 11 - Retained Firefighters - Lump Sum Payments for "Off Duty" Death and Total and Permanent Incapacity
- Clause 12 - Lump Sum Payments for Retained Firefighters who suffer Partial and Permanent Incapacity
- Clause 13 - Assessment of Entitlement to Benefits
- Clause 14 - Health and Fitness
- Clause 15 - Grievance Mechanism
- Clause 16 - Anti-Discrimination
- Clause 17 - Leave Reserved
- Clause 18 - Area, Incidence, Duration and Parties Bound

Annexure A - Partial and Permanent Incapacity Benefits
Payment Scale

Clause 3. Definitions

"actual retained earnings" means the average annual remuneration received by a retained firefighter calculated over either the preceding twelve months or five years, whichever is the greater, provided that any periods of special leave without pay, unpaid leave and/or suspension shall not be taken into account when calculating the periods of twelve months and five years.

"actuary" means an actuary appointed by the Trustee of the Death and Disability Superannuation Fund.

"compulsory employer contributions" has the same meaning as it has in section 12(1) of the *First State Superannuation Act 1992*.

"Death and Disability Superannuation Fund" means the superannuation fund established in accordance with Part B of this Award.

"electricity industry superannuation scheme" ("EISS") has the same meaning as it has in the *Superannuation Administration Act 1996*.

"FBEU" means the New South Wales Fire Brigade Employees' Union.

"firefighter" means either a permanent firefighter or a retained firefighter as defined in this clause.

"First State Superannuation Scheme" ("FSS") means the superannuation scheme established under the *First State Superannuation Act 1992*.

"full pay" means the permanent firefighter's remuneration at the date of his/her injury, including any rostered shift or weekly allowance that he/she was receiving at the date of his/her injury, or such higher remuneration to which the firefighter becomes entitled pursuant to that Award. Provided that where a permanent firefighter is at the date of his/her injury on any form of leave, his/her initial full pay shall be the remuneration (subject to the exclusions referred to within this definition) that would otherwise have been paid to the firefighter had he/she not been on such leave.

"Judges Pension Scheme" ("JPS") means the superannuation scheme established under the *Judges' Pensions Act 1953*.

"local government superannuation scheme" ("LGSS") has the same meaning as it has in the *Superannuation Administration Act 1996*.

"NSW Fire Brigades" means the New South Wales Fire Brigades, established as a Department of the Government under the *Fire Brigades Act 1989* and a Department under the *Public Sector Employment and Management Act 2002*.

"on duty injury" means personal injury arising out of or in the course of employment as a firefighter and includes a disease which is contracted by a firefighter in the course of his/her employment as a firefighter and to which the employment was a contributing factor, and the aggravation, acceleration, exacerbation or deterioration of any disease, where his/her employment as a firefighter was a contributing factor to the aggravation, acceleration, exacerbation or deterioration but does not include a personal injury or disease arising out of or in the course of journeying to or from work subject to the proviso that a retained firefighter responding to an incident shall be considered to be on duty from the time of call.

"off duty injury" means any personal injury or disease which is not an on duty injury.

"Parliamentary Contributory Superannuation Fund" ("PCSF") means the fund referred to in section 5 of the *Parliamentary Contributory Superannuation Act 1971*.

"partial and permanent incapacity" means that a firefighter is no longer fit to carry out the full range of his/her pre-injury duties with the NSW Fire Brigades.

"permanent firefighter" has the same meaning as 'employee' under the Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2005.

"Police Death and Disability Award" means the Crown Employees (Police Officers Death and Disability) Award 2005 and its successors.

"Police Superannuation Scheme" ("PSS") means the superannuation scheme established under the *Police Regulation (Superannuation) Act 1906*.

"retained firefighter" has the same meaning as 'employee' under the Crown Employees (NSW Fire Brigades Retained Firefighting Staff) Award 2005.

"retained firefighter's deemed salary" means the hourly rate of pay of a retained Captain multiplied by a factor of 2088.

"salary" means, in the case of a permanent firefighter holding the rank of Recruit Firefighter, Firefighter Level 1, Firefighter Level 2, Firefighter Level 3, Qualified Firefighter, Senior Firefighter, Leading Firefighter, Station Officer Level 1, Station Officer Level 2 or Inspector, the firefighter's "Total Weekly Rate" as set out at Table 1 of Part D of the Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2005 multiplied by 52.1785 and, in the case of a permanent firefighter holding the rank of Superintendent, Chief Superintendent Level 1 or Chief Superintendent Level 2, the per annum amount set out at Table 1 of Part D of that Award provided that for the purposes of this Award, the salary of an employee holding an Operational Support position shall be that applicable to the employee's substantive operational rank.

"spouse" means a person who falls within the definition of "spouse" or "de facto partner" in the *Superannuation Act 1916*.

"total and permanent incapacity" means that the firefighter is unlikely, by reason of ill-health (whether physical or mental) to ever again engage in gainful employment for which the firefighter is reasonably qualified by education, training or experience.

"State Authorities Non-contributory Superannuation Scheme" ("SANCS") means the superannuation scheme established under the *State Authorities Non-contributory Superannuation Act 1987*.

"State Authorities Superannuation Scheme" ("SASS") means the superannuation scheme established under the *State Authorities Superannuation Act 1987*.

"State Superannuation Scheme" ("SSS") means the superannuation scheme established under the *Superannuation Act 1916*.

PART B**ARRANGEMENTS FOR FIREFIGHTERS ENTITLED TO THE DEATH AND DISABILITY BENEFITS PRESCRIBED BY THIS AWARD****Clause 4. Death and Disability Superannuation Fund**

- 4.1 The NSW Fire Brigades will establish, with the agreement of the FBEU, a Death and Disability Superannuation Fund to pay the superannuation pensions and lump sum payments prescribed by clauses 7, 8, 10 and 11 of this Award. The Fund shall operate in accordance with relevant Commonwealth legislation and the terms of the trust deed by which it is created.
- 4.2 The terms of the trust deed by which the Death and Disability Superannuation Fund is created shall provide that the Trustee of the Death and Disability Superannuation Fund is required to reduce the benefits otherwise payable from the said fund so as to offset:
- 4.2.1 tax liabilities in the same circumstances and on the same bases as prescribed in section 61RA of the *Superannuation Act* 1916;
- 4.2.2 any benefits prescribed by this Award that have previously been paid from the Death and Disability Superannuation Fund or by the NSW Fire Brigades pursuant to this Award.

Clause 5. Contributions to the Death and Disability Superannuation Fund

- 5.1 Permanent firefighters who are covered by FSS or who have elected under section 10 of the *First State Superannuation Act* 1992 to make other arrangements shall contribute 1.5 per cent of their salary to the Death and Disability Superannuation Fund.
- 5.2 Permanent firefighters who are contributors to SASS but who do not contribute to SASS for additional benefit cover shall contribute 1.5 per cent of their salary to the Death and Disability Superannuation Fund.
- 5.3 Permanent firefighters who are contributors to SASS and who contribute for additional benefit cover and who elect to relinquish that cover shall contribute 1.5 per cent of their salary to the Death and Disability Superannuation Fund.
- 5.4 Permanent firefighters who:
- 5.4.1 are contributors to SASS; and
- 5.4.2 contribute to SASS for additional benefit cover; and
- 5.4.3 elect not to relinquish that additional benefit cover,
- may elect to contribute 0.5 per cent of their salary to the Death and Disability Superannuation Fund in order to be entitled to receive the payments prescribed by this Award at subclauses 7.2 and 8.3 in relation to death or total and permanent incapacity and at Clause 9 in relation to partial and permanent incapacity only.
- 5.5 Permanent firefighters who:
- 5.5.1 are contributors to SASS; and
- 5.5.2 contribute to SASS for additional benefit cover; and
- 5.5.3 elect not to relinquish that additional benefit cover, may elect to not be covered by this Award. Such firefighters shall not be eligible to receive a pension or lump sum payment prescribed by this Award.

- 5.6 The contributions prescribed by this Award in relation to permanent firefighters who are contributors to SASS are additional to the contributions that they are required to make under the *State Authorities Superannuation Act 1987*.
- 5.7 Notwithstanding the provisions of the Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2005 and the Crown Employees (NSW Fire Brigades Retained Firefighting Staff) Award 2005, a firefighter who is required or elects to make contributions pursuant to this clause may elect to sacrifice an amount of unearned salary equivalent to the firefighter's contribution pursuant to this clause. Such salary sacrifice shall not be taken into account for the purpose of calculating the remuneration that the firefighter would have received in the event that no salary sacrifice had been applicable.
- 5.8 A permanent firefighter who is a contributor to SASS and who contributes for additional benefit cover shall within three months of commencing employment make an election on a "once only" basis, whether they wish to retain or relinquish that additional benefit cover.
- 5.9 Subject to subclause 5.10, the NSW Fire Brigades shall contribute \$33.00 per month to the Death and Disability Superannuation Fund in respect of each retained firefighter.
- 5.10 The NSW Fire Brigades shall contribute \$11.00 per month to the Death and Disability Superannuation Fund in respect of each retained firefighter who, by virtue of their primary employment, is already a member of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF or who is a LGSS or EISS Division B "Retirement Scheme" member with additional benefit cover or who is a SASS member with additional benefit cover or who is eligible for benefits prescribed in the Police Death and Disability Award.
- 5.11 The NSW Fire Brigades shall contribute to the Death and Disability Superannuation Fund such sum as may be necessary to meet any shortfall between the Fund's reserves and that sum that it needs in order to pay the superannuation pensions and superannuation lump sum benefits prescribed by this Part.
- 5.12 A firefighter on any form of leave without pay shall continue to be covered by this Award and shall be required to make the contributions that he/she would otherwise have made had he/she not been on leave without pay.
- 5.13 The NSW Fire Brigades shall deduct the contributions that firefighters are required or elect to make pursuant to this clause from their salaries and forward such contributions to the Death and Disability Superannuation Fund.

Clause 6. Other Benefits Applicable to Firefighters

With the exception of the offsets prescribed by this Award, the benefits conferred upon firefighters by this Award shall be in addition to those benefits otherwise payable under the FSS Scheme, the SASS scheme and/or the *Workers Compensation Act 1987* and Workplace Injury Management and *Workers Compensation Act 1998*, as varied from time to time.

Clause 7. Permanent Firefighters - Pensions for "on Duty" Death and Total and Permanent Incapacity

- 7.1 In the case of those permanent firefighters who contribute to the Death and Disability Superannuation Fund in accordance with subclauses 5.1, 5.2 or 5.3 of this Award, a pension in accordance with this subclause shall be payable from that Fund in the event that an on duty injury results in a permanent firefighter's death or a permanent firefighter suffering total and permanent incapacity.
- 7.2 In the event that an on duty injury results in the death or total and permanent incapacity of a permanent firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 5.4, a lump sum payment of \$12,000 shall be paid from that Fund to the permanent firefighter or his/her estate.

7.3

7.3.1 A permanent firefighter who becomes totally and permanently incapacitated shall be paid a fortnightly pension calculated in accordance with subclause 7.3.2.

7.3.2 Pension = $(S/260 + (9 \times N)) \times \5.50

Where

S - means the permanent firefighter's salary on his/her last day of service with the NSW Fire Brigades

N - is the number derived from the calculation of a/b where:

a - is the last published Consumer Price Index (All Groups) for Sydney; and

b - is:

(a) the number 56.45; or

(b) if the Australian Statistician changes the reference base for the Consumer Price Index (All Groups Index) for Sydney, the number used in SSS.

Where the result of the calculation $\{S/260 + (9 \times N)\}$ is not a whole number the result is to be rounded up to the next whole number.

7.3.3 The fortnightly pension payable to the spouse of a permanent firefighter who, whilst still employed, dies as a consequence of an on-duty injury shall be two-thirds of the fortnightly pension that would have been payable to the permanent firefighter as calculated in accordance with subclause 7.3.2 above.

7.3.4 The fortnightly pension payable to the spouse of a former permanent firefighter who dies while receiving a pension under this Award shall be two-thirds of that former permanent firefighter's pension at the time of death.

7.3.5 Children's pensions are payable on the same basis as in SSS.

7.3.6 Pensions may be commuted on the same basis as applicable to SSS pensions.

7.3.7 The provisions of the other subclauses of this clause shall not apply in the event that an on duty injury results in the death of a permanent firefighter who does not have a spouse at the time of his or her death. In such cases, the permanent firefighter's death shall, for the purposes of this Award, be treated as if it was the result of an off duty injury and a lump sum payment shall be paid from the Death and Disability Superannuation Fund in accordance with subclause 8.2 of this Award, provided that if the age of the permanent firefighter at the time of his/her death was 65 years or more, then the benefit shall be a lump sum payment equivalent to the permanent firefighter's salary.

7.3.8 A minimum guaranteed lump sum benefit is payable in the same circumstances as prescribed in section 31A of the Superannuation Act 1916, but the "minimum benefit" as defined in section 31A(7) will not apply and for the purposes of this Award the minimum benefit shall be the amount of the offset as calculated under the Award.

7.3.9 The value of a primary or reversionary pension is subject to reduction as determined by the actuary where the relevant offset amount prescribed by subclause 7.4 is not paid into the Death and Disability Superannuation Fund.

7.3.10 To avoid doubt, the pensions payable under this clause shall be paid for the life of the pensioner and indexed on the same basis as SSS pensions.

7.4 In the case of pensions payable under subclause 7.3, the following offsets shall be applicable:

7.4.1 For non-SASS members, the offset shall be an amount that the actuary calculates as representing the compulsory employer contributions made by the NSW Fire Brigades in respect of the permanent firefighter plus interest on that amount.

7.4.2 For SASS members, the offset equals the total of the SASS employer-financed benefit and the SANCS benefit.

Clause 8. Permanent Firefighters - Lump Sum Payments for "Off Duty" Death and Total and Permanent Incapacity

8.1 The lump sum payments prescribed by this clause are payable from the Death and Disability Superannuation Fund.

8.2 In the event that an off duty injury results in the death or total and permanent incapacity of a permanent firefighter who contributes to the Death and Disability Superannuation Fund in accordance with subclauses 5.1, 5.2 or 5.3 of this Award, a lump sum payment in accordance with the scale set out in subclause 8.4 of this Award shall be paid to the permanent firefighter or his/her estate.

8.3 In the event that an off duty injury results in the death or total and permanent incapacity of a permanent firefighter of less than 65 years of age for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 5.4, a lump sum payment of \$12,000 shall be paid to the permanent firefighter or his/her estate.

8.4 For the purposes of this subclause, a permanent firefighter's age shall be his/her age at the time of his/her death or at the date that he/she ceases to be employed by the NSW Fire Brigades or at such earlier date as may be determined by the Trustee of the Death and Disability Superannuation Fund.

AGE	LUMP SUM
Less than 61 years of age	\$280,000
At age 61 to less than 62 years of age	\$224,000
At age 62 to less than 63 years of age	\$168,000
At age 63 to less than 64 years of age	\$112,000
At age 64 to less than 65 years of age	\$56,000

Clause 9. Rehabilitation and Retraining and Lump Sum Payments for Permanent Firefighters Who Suffer Partial and Permanent Incapacity

9.1 The lump sum payments prescribed by this clause are payable by way of compensation for loss of earning capacity caused by the partial and permanent incapacity by the NSW Fire Brigades.

9.2 A permanent firefighter who suffers partial and permanent incapacity as the result of an on duty injury shall receive extensive rehabilitation/retraining for up to 2 two years, leading to redeployment to alternative duties. If redeployment within the NSW Fire Brigades is not possible, the employment of the firefighter may be terminated and, in such circumstances, the firefighter shall receive a lump sum payment in accordance with Annexure A to this Award.

9.3 A permanent firefighter who suffers partial and permanent incapacity as the result of an off duty injury shall receive extensive rehabilitation/retraining for up to two years, leading to redeployment to alternative duties. Such a firefighter shall not be entitled to any benefit conferred by the provisions of the *Workers Compensation Act 1987* or the *Workplace Injury Management and Workers Compensation Act 1998* unless that benefit is conferred upon the firefighter by such statutes. If redeployment within the NSW Fire Brigades is not possible, the employment of the firefighter may be terminated. If such termination occurs prior to the expiry of the two years of rehabilitation/retraining, the firefighter shall be paid a lump sum payment equivalent to the unexpired portion of the two years full pay or full pay to age 60 (whichever is the lesser).

- 9.4 The objective of the rehabilitation/retraining programme, which is to be on full pay, is to place every permanent firefighter who suffers partial and permanent incapacity in a suitable position within the NSW Fire Brigades. All reasonable efforts will be made by the NSW Fire Brigades to ensure that a permanent firefighter who suffers partial and permanent incapacity is so placed, including by identifying potential employment opportunities as soon as practicable and directing the rehabilitation/retraining programme to that end, and in consultation with the firefighter concerned and the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed).
- 9.5 Where the NSW Fire Brigades believes that, notwithstanding every reasonable effort to the contrary, a suitable position may not be found for a permanent firefighter who, by reason of his or her partial and permanent incapacity, is undergoing the rehabilitation/retraining programme, the firefighter concerned and the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed) shall be informed at the earliest possible opportunity.
- 9.6 An incapacitated firefighter's employment will not be terminated because of the lack of a suitable position within the NSW Fire Brigades without the firefighter's consent. In the event that the firefighter does not consent, an adequate opportunity will be given to the firefighter concerned and the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed) to consider the NSW Fire Brigades' opinion that no suitable position is available and to put that opinion into dispute in accordance with the dispute resolution clause in this Award.
- 9.7 The parties agree that it is anticipated that the rehabilitation/retraining programme and forward planning associated with the programme will minimise the likelihood that any incapacitated firefighter will be terminated because at the end of the rehabilitation/retraining programme, a suitable position is not available.

Clause 10. Retained Firefighters - Pensions for "on Duty" Death and Total and Permanent Incapacity

- 10.1 Retained firefighters who, by virtue of their primary employment, are already members of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF (or such other public sector defined benefit schemes as agreed between the parties) or who are LGSS or EISS Division B "Retirement Scheme" members with additional benefit cover or who are SASS members with additional benefit cover or who are eligible for benefits prescribed in the Police Death and Disability Award shall not be entitled to the benefits set out at subclause 10.3. A lump sum payment of \$12,000 shall be paid to such retained firefighters or their estate in the event that an on duty injury results in their death or their suffering total and permanent incapacity.
- 10.2 In the case of retained firefighters who contribute to the Death and Disability Superannuation Fund (other than those referred to in subclause 10.1) a pension in accordance with this subclause shall be payable from that Fund in the event that an on duty injury results in their death or their suffering total and permanent incapacity.
- 10.3
- 10.3.1 A retained firefighter who becomes totally and permanently incapacitated shall be paid a fortnightly pension calculated in accordance with subclause 10.3.2.
- 10.3.2 Pension = $(S/260 + (9 \times N)) \times \5.50
- Where
- S - means the retained firefighter's deemed salary on his/her last day of service with the NSW Fire Brigades
- N - is the number derived from the calculation of a/b where:
- a - is the last published Consumer Price Index (All Groups) for Sydney; and

b - is:

- (a) the number 56.45; or
- (b) if the Australian Statistician changes the reference base for the Consumer Price Index (All Groups Index) for Sydney, the number used in SSS.

Where the result of the calculation $\{S/260 + (9 \times N)\}$ is not a whole number the result is to be rounded up to the next whole number.

- 10.3.3 The fortnightly pension payable to the spouse of a retained firefighter who, whilst still employed, dies as a consequence of an on-duty injury shall be two-thirds of the fortnightly pension that would have been payable to the retained firefighter as calculated in accordance with subclause 10.3.2 above.
 - 10.3.4 The fortnightly pension payable to the spouse of a former retained firefighter who dies while receiving a pension under this Award shall be two-thirds of that former retained firefighter's pension at the time of death.
 - 10.3.5 Children's pensions are payable on the same basis as in SSS.
 - 10.3.6 Pensions may be commuted on the same basis as applicable to SSS pensions.
 - 10.3.7 The provisions of the other subclauses of this clause shall not apply in the event that an on duty injury results in the death of a retained firefighter who does not have a spouse at the time of his or her death. In such cases, the retained firefighter's death shall, for the purposes of this Award, be treated as if it was the result of an off duty injury and a lump sum payment shall be paid from the Death and Disability Superannuation Fund in accordance with subclause 11.2 of this Award, provided that if the age of the retained firefighter at the time of his/her death was 65 years or more, then the benefit shall be a lump sum payment equivalent to the retained firefighter's deemed salary.
 - 10.3.8 A minimum guaranteed lump sum benefit is payable in the same circumstances as prescribed in section 31A of the Superannuation Act 1916, but the "minimum benefit" as defined in section 31A(7) will not apply and for the purposes of this Award the minimum benefit shall be the amount of the offset as calculated under the Award.
 - 10.3.9 The value of a primary or reversionary pension is subject to reduction as determined by the actuary where the relevant offset amount prescribed by subclause 10.4 is not paid into the Death and Disability Superannuation Fund.
 - 10.3.10 To avoid doubt, the pensions payable under this clause shall be paid for the life of the pensioner and indexed on the same basis as SSS pensions.
- 10.4 In the case of pensions payable under subclause 10.3, the offset shall be an amount that the actuary calculates as representing the compulsory employer contributions made by the NSW Fire Brigades in respect of the retained firefighter plus interest on that amount.

Clause. 11. Retained Firefighters - Lump Sum Payments for "Off Duty" Death and Total and Permanent Incapacity

- 11.1 The lump sum payments prescribed by this clause are payable from the Death and Disability Superannuation Fund.
- 11.2 Subject to subclause 11.4, in the event that an off duty injury results in the death or total and permanent incapacity of a retained firefighter, a lump sum payment in accordance with the scale set out in subclause 11.3 shall be paid to the retained firefighter or his/her estate.

- 11.3 For the purposes of this subclause, a retained firefighter's age shall be his/her age at the time of his/her death or at the date that he/she ceases to be employed by the NSW Fire Brigades or at such earlier date as may be determined by the Trustee of the Death and Disability Superannuation Fund.

AGE	LUMP SUM
Less than 61 years of age	\$280,000
At age 61 to less than 62 years of age	\$224,000
At age 62 to less than 63 years of age	\$168,000
At age 63 to less than 64 years of age	\$112,000
At age 64 to less than 65 years of age	\$56,000

- 11.4 Retained firefighters who, by virtue of their primary employment, are already members of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF (or such other public sector defined benefit schemes as agreed between the parties) or who are LGSS or EISS Division B "Retirement Scheme" members with additional benefit cover or who are SASS members with additional benefit cover or who are eligible for benefits prescribed in the Police Death and Disability Award shall not be entitled to the benefits set out at subclause 11.3. A lump sum payment of \$12,000 shall be paid to such retained firefighters or their estate in the event that an off duty injury results in their death or their suffering total and permanent incapacity.

Clause 12. Lump Sum Payments for Retained Firefighters Who Suffer Partial and Permanent Incapacity

- 12.1 The lump sum payments prescribed by this clause are payable by the NSW Fire Brigades.
- 12.2 The NSW Fire Brigades may terminate the employment of a retained firefighter who suffers partial and permanent incapacity. An adequate opportunity will be given to the retained firefighter concerned and the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed) to consider the NSW Fire Brigades' intention to terminate the employment of a retained firefighter.
- 12.3 In the event that the employment of a retained firefighter is terminated because the firefighter suffers partial and permanent incapacity, the firefighter shall be paid a lump sum payment, by way of compensation for loss of earning capacity caused by the partial and permanent incapacity, in accordance with this clause.
- 12.4 A retained firefighter whose employment is terminated because the retained firefighter suffers partial and permanent incapacity as the result of an on duty injury shall be paid a lump sum payment in accordance with Annexure A to this Award with salary to be determined as follows:
- 12.4.1 where there is a loss of NSW Fire Brigades employment only - on the basis of the retained firefighter's actual retained earnings;
- 12.4.2 where there is a loss of NSW Fire Brigades employment and the retained firefighter's primary employment - on the basis of the retained firefighter's deemed salary on the date that he/she ceases to be employed by the NSW Fire Brigades.
- 12.5 A retained firefighter whose employment is terminated because the retained firefighter suffers partial and permanent incapacity as the result of an off duty injury shall be paid a lump sum payment equivalent to two years of the retained firefighter's actual retained earnings, or actual retained earnings to age 60 (whichever is the lesser).

Clause 13. Assessment of Entitlement to Benefits

- 13.1 Entitlement to the benefits to be provided by the NSW Fire Brigades pursuant to this Award shall be assessed through a mechanism to be agreed between the parties. The mechanism shall provide that any dispute as to the entitlement of a firefighter may be referred to the Industrial Relations Commission of New South Wales for final determination.

- 13.2 Entitlement to receive a pension or lump sum benefit from the Death and Disability Superannuation Fund shall be assessed in accordance with relevant Commonwealth legislation and the terms of the trust deed by which the Fund is created.
- 13.3 To avoid doubt, a firefighter can receive either a total and permanent incapacity benefit, or a partial and permanent incapacity benefit, but not both.
- 13.4 Subject to subclause 13.2, any dispute as to the entitlement to receive a pension or lump sum payment from the Death and Disability Superannuation Fund or any other dispute arising under or regarding the application of this Award may be referred to the Industrial Relations Commission of New South Wales for final determination.

PART C

HEALTH AND FITNESS PROGRAMME

Clause 14. Health and Fitness

- 14.1 The parties agree and accept the need for a compulsory health and fitness programme that is underpinned by practical support, education and assistance programmes provided by the NSW Fire Brigades.
- 14.2 The parties agree to develop and implement a health and fitness programme in circumstances in which a member of the Industrial Relations Commission will oversight their progress and set appropriate time frames, subject to the proviso that the parties specifically agree to the inclusion of a sub-clause in the following terms:
- "A firefighter who fails to meet the prescribed health and fitness standards will be given an appropriate period of time, as determined on medical advice, to achieve the level of health and fitness required. Subsequently, a firefighter who fails the medical reassessment or who is deemed on medical advice not capable of regaining or maintaining an acceptable level of fitness will be rehabilitated to another position in accordance with the NSW Fire Brigades policy."
- 14.3 Negotiations will also commence on a proposed return to work policy, which shall include agreed alternative duties provisions. The content of any NSW Fire Brigades policy in this regard will form part of health and fitness negotiations.
- 14.4 Health and fitness standards will be subject to negotiation and agreement, but shall apply to all firefighters with no distinction based upon rank.

PART D

GRIEVANCE MECHANISM, ANTI-DISCRIMINATION, LEAVE RESERVED AND AREA, INCIDENCE, DURATION AND PARTIES BOUND

Clause 15. Grievance Mechanism

If an issue gives rise to a dispute it shall be dealt with in accordance with the Dispute Avoidance Procedures in Clause 35 of the Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2005.

Clause 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 clause 15 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.

- 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 taken to affect any conduct or act which is specifically exempted from anti-discrimination legislation; offering or providing junior rates of pay to persons under 21 years of age; any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and/or a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 16.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

Clause 17. Leave Reserved

Leave is reserved to the parties generally to apply as they may be advised in respect of:

- 17.1 any adjustment under Commonwealth legislation governing superannuation which alters preservation rights at age 60 or in the event that any legislative change necessary for the implementation of this Award does not occur; and
- 17.2 the definition of "actual retained earnings" at Clause 3.

Clause 18. Area, Incidence, Duration and Parties Bound

- 18.1 This Award shall apply to all permanent firefighters and retained firefighters, as defined in clause 3, Definitions, who are employed by the NSW Fire Brigades.
- 18.2 This award rescinds and replaces the Crown Employees (NSW Fire Brigades Firefighting Staff Death and Disability) Award 2003 published 26 March 2004 (343 I.G. 862).
- 18.3 This Award shall be binding upon the FBEU and the NSW Fire Brigades.
- 18.4 This Award shall take effect on and from 26 February 2007 and shall remain in force until 21 March 2009.

ANNEXURE A

PARTIAL AND PERMANENT INCAPACITY BENEFITS PAYMENT SCALE

Age at termination	Benefit as multiple of salary
20	8.33
21	8.22
22	8.11
23	7.99
24	7.87
25	7.75
26	7.62
27	7.49
28	7.35
29	7.21
30	7.07
31	6.92
32	6.76
33	6.61

34	6.44
35	6.28
36	6.11
37	5.93
38	5.75
39	5.56
40	5.36
41	5.16
42	4.96
43	4.75
44	4.53
45	4.30
46	4.07
47	3.83
48	3.59
49	3.34
50	3.08
51	2.81
52	2.53
53	2.25
54	1.95
55	1.65
56	1.34
57	1.02
58	0.69
59	0.35
60	0.00

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

SCHOOL SUPPORT STAFF (INDEPENDENT SCHOOLS) (STATE) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 196 of 2007)

Before The Honourable Justice Schmidt

7 March 2007

AWARD

PART A

1. Arrangement

PART A - CONDITIONS

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Wages
4.	Allowances
5.	Payment of Wages
6.	Contract of Employment
6A.	Secure Employment
7.	Hours
8.	Overtime
9.	Meal and Rest Breaks
10.	Sick Leave
11.	Public Holidays
12.	Annual Leave and Payment on Termination
13.	Annual Leave Loading
14.	Long Service Leave
15.	Parental Leave
16.	Carer's Leave
17.	Bereavement Leave
18.	Jury Service
19.	Other Conditions
20.	Superannuation
21.	Remuneration Package
22.	Disputes Procedure
23.	Anti Discrimination
24.	Savings Clause
25.	Exemptions
26.	No Extra Claims
27.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wage Rates
Table 2 - Other Rates and Allowances

PART C

REDUNDANCY

ATTACHMENT A**Disputes Settlement Procedure****2. Definitions**

- (i) "Award" means the School Support Staff (Independent Schools) (State) Award 2007.
- (ii) "Basic Earnings" means the minimum rate of pay prescribed for the employee by this award.
- (iii) "Employer" means the employer of an employee to whom this award applies.
- (iv) "Employee" means, without limiting the generality of this expression, an employee other than a teacher who may be employed in a position described as food technology assistant, art assistant, TAS assistant, music assistant, laboratory assistant, library / audio-visual assistant, book-room assistant, bilingual aide, or teachers' aide, or other position in which the employee is required to assist the teaching staff in the curricula or co-curricula activities of the school (such persons are described in this award as school assistants) or employed in a clerical or administrative capacity.

Employees shall not be deployed instead of a teacher to conduct classroom lessons.

- (v) "Full-time Employee" means an employee who is employed to work 38 hours per week.
- (vi) "Part-time Employee" means an employee who works a constant number of ordinary hours less than 38 hours per week.
- (vii) "Casual Employee" means an employee engaged and paid as such.
- (viii) "Temporary Employee" means an employee employed to work full-time or part-time for a period not to exceed 12 months. An employee may be employed as a Temporary employee in the following circumstances:
 - a. where an employee is employed to replace an employee on leave or secondment.
 - b. where a school's staffing is to be reduced in the following year overall or in a department (in a secondary school). This may include but is not limited to circumstances such as declining enrolments or school amalgamations.
 - c. where an employee is employed on a specific programme not funded by the school.

Applicants must be advised in writing prior to accepting a position that it is temporary, the expected length of the appointment and the reason why it is temporary.

- (ix) "Union" means the New South Wales Independent Education Union.
- (x) "Fund" means either:
 - (a) the New South Wales Non-Government Schools Superannuation Fund; or
 - (b) any other superannuation fund approved in accordance with the Commonwealth operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee.

3. Wages

- (i) The minimum weekly rate of pay for employees shall, subject to the other provisions of this award, be calculated by dividing the rates set out in Table 1 - Wage Rates, of Part B - Monetary Rates, by 52.14.

- (ii) Part-Time Employees

Part-time employees shall be paid for each hour worked during ordinary time one thirty-eighth of the minimum weekly rate (as calculated in accordance with subclause (i) of this clause) for the level at which they are employed for a minimum of three hours each start, unless employed for a specific program (such as ESL or Special Learning Needs) in which case they must be paid for a minimum of one hour.

School assistants employed part-time shall be entitled to an additional loading in accordance with the following table:

	Additional Part-time Loading for School Assistants
Prior to 1 April 2007	5%
On and from 1 April 2007	4%
On and from 1 February 2008	3%
On and from 1 February 2009	2%
On and from 1 February 2010	1%

- (iii) Casual Employees

Casual employees shall be paid:

- (a) for each hour worked during ordinary time, one thirty-eighth of the minimum weekly rate (as calculated in accordance with subclause (i) of this clause) for the level at which they are employed; plus
- (b) 20% of that amount (inclusive of payment in lieu of annual holidays required to be paid under the *Annual Holidays Act 1944*);

for a minimum of three hours each start.

- (iv) The hourly rates for part-time and casual employees shall be calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.

- (v) Classifications

An employee shall be initially appointed to the appropriate level as determined by the employee's skills and duties required to be performed in the position.

School Assistants

A "Level 1" position is one where the employee:

- (a) requires no previous experience and a limited range of skills are exercised;
- (b) is required to undertake only basic duties under close supervision;
- (c) is not expected to demonstrate independent initiative and judgement;
- (d) is not required to supervise other employees; and
- (e) may not assist students without at least a level 3 school assistant or teacher present.

A "Level 2" position is one where the employee:

- (a) has the experience and skills required to perform basic duties without technical instruction;
- (b) requires instruction for more complex tasks;
- (c) may be expected to demonstrate independent initiative and judgement;
- (d) is not required to supervise other employees; and
- (e) may not assist students without at least a level 3 school assistant or teacher present.

A "Level 3" position is one where the employee:

- (a) possesses technical competencies required for the position;
- (b) only limited instruction is required for the performance of complex duties;
- (c) is normally required to exercise independent initiative and judgement;
- (d) if required by the employer, may supervise up to three employees; and
- (e) may supervise a small group of children without a teacher present.

A "Level 4" position is one where the employee:

- (a) possesses a knowledge of workplace practices and procedures including a detailed knowledge of complex procedures relevant to the position;
- (b) resolves complex operational problems and co-ordinates work within a department or unit of the school;
- (c) displays a high level of initiative and judgement;
- (d) if required to supervise other employees, will be responsible for maintaining the quality of work of those supervised;
- (e) may supervise students without a teacher present; and
- (f) is responsible for planning future department or school organisational needs within his / her areas of responsibility.

Clerical and Administrative Staff

Level 1 Clerical Assistant

An employee at this level may:

- (a) be required to undertake tasks involving basic clerical skills under supervision;
- (b) be required to undertake tasks such as handling orders and mail, messenger work and photocopying; and
- (c) be required to perform telephone relief duties for a short duration.

An employee at this level will have no prior experience or training.

Level 2 - Clerical Officer

An employee at this level:

- (a) may be required to undertake the complete range of clerical duties;
- (b) may be required to perform a range of financial tasks;
- (c) has responsibility for operational issues in work area;
- (d) may be required to co-ordinate work within own area of responsibility;
- (e) may be required to supervise up to two employees;
- (f) may be required to prepare standard operational reports and statistical returns; and
- (g) be able to deal with standard information systems.

Examples of titles at this level include, but are not limited to: Enrolment Officer, Receptionist, General Secretary, Word Processing Officer/Typist, Data Entry Clerk Administrative Assistant

Level 3 - Senior Clerical Officer

An employee at this level:

- (a) is required to have a high level of financial responsibility;
- (b) resolves complex operational problems;
- (c) may be required to supervise up to four employees;
- (d) may be required to prepare detailed operational reports; and
- (e) may be required to deal with more complex financial and administrative systems; or
- (f) an employee at this level may be required to take responsibility for the co ordination and ongoing management of special projects where an advanced level of clerical and administrative skill is required.

Examples of titles at this level include, but are not limited to; Personal Assistant, Payroll Officer, Finance Assistant, Creditors Clerk, Debtors Clerk, Bookkeeper, Special Projects Officer

Level 4 - Administrator

An employee at this level:

- (a) provides financial advice to the Principal or Bursar and/or manages financial systems;
- (b) has proven skills/knowledge in complex office procedures;
- (c) where applicable has responsibility for the professional development of other support staff employees;
- (d) contributes to operational and strategic planning for area of responsibility; and
- (e) has post secondary qualifications or equivalent experience.

Examples of titles at this level include, but are not limited to: Assistant Bursar, Administration Manager, Secretary (Finance and Administration)

(vi) Progression

- (a) Subject to paragraph (b) of this subclause, an employee shall be appointed to Step one of the appropriate level and shall progress to each further step within the level, on completion of a year's full-time service or equivalent, subject to paragraph (b) of this subclause. Provided that in the case of an employee employed as Level 4 - Administrator, the employee shall progress on the completion of two years of full time service or equivalent. The number of steps within each level shall be as set out in Table 1-Wage Rates of Part B Monetary Rates.
- (b) Where an employer considers that service of an employee is not satisfactory and competent, and for that reason considers progression to the next step is not warranted, a formal review of these matters shall be undertaken by the employer pursuant to clause 22, Disputes Procedure, before the date on which progression would otherwise occur.

(vii) Re-Classification

- (a) An employee may apply to progress to another level or seek reclassification if regularly called upon to perform a substantial proportion of duties appropriate to the higher level. The employer will examine the skills utilised and the duties performed by the employee.
- (b) Where an application is made to progress to a higher level, the employer shall determine the application within one month of receipt of the application.
- (c) Progression to a higher level shall take place from the first full pay period on or after the application has been approved by the employer.
- (d) The employee shall be placed on the first step of the new level following reclassification.

(viii) Juniors (Clerical and Administrative Staff Only)

Junior employees shall receive the percentages of the adult rate for their classification as set out in Table 1 - Wage Rates, of Part B - Monetary Rates.

(ix) Higher Duties

Employees required to temporarily perform duties in a higher grade for more than five days shall be paid at the higher grade rate for the whole period during which those duties are performed.

4. Allowances

(i) Meals

Where an employee is required to work overtime after ordinary working hours in excess of one and one half hours on any day, the employee shall be paid an amount as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B - Monetary Rates, for a meal, or be supplied with a suitable meal.

Any employee required to work more than five hours overtime shall be paid a further sum as set out in the said Item 1 or be supplied with a meal.

(ii) First Aid and Medication Allowance

An employee who is required by the employer to perform first aid duty and/or who is required from time to time to dispense medication to pupils in accordance with the school's medication plan shall be paid an allowance as set by Item 2 of Table 2 of Part B - Monetary Rates, provided that an employee shall not be rostered to perform first aid duty if the employee is not the current holder of appropriate first-aid qualifications, such as a certificate from the St John Ambulance or similar body.

Employees required to dispense medication shall receive written instructions relating to the administration and dosage of all medications, prior to the requirement to dispense, and where a

particular medication requires that training be undertaken, such training shall be arranged and conducted during normal working hours at no expense to the employee.

- (iii) Travelling Expenses
- (a) When an employee, in the course of their duty, is required by the employer to go to any place away from their usual place of employment, they shall be paid all reasonable expenses actually incurred.
- (b) Any employee required to provide a motor car shall be paid extra per week at the rate set by Item 3 of the said Table 2.
- (c) Where an employee is required to use their motor car by their employer on a casual or incidental basis, they shall be paid the rate set by Item 4 of the said Table 2, during such use.
- (d) If the employer provides a vehicle the employer shall pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.
- (iv) Where a School Assistant employed by the Autism Association agrees to supervise a class on a given day without a Teacher present, such employee shall be paid the amount set out in Item 5 of Table 2 - Other Rates and Allowances, of Part B - Monetary Rates. Provided that an employee shall receive the allowance notwithstanding that the class may be merged with another class that has a teacher for a session or particular activity on that day. Provided further that, in the case of satellite schools, an employee shall receive the allowance notwithstanding that the class is merged with the mainstream for part(s) of the day in the regular program. Nothing contained in this subclause prevents such an employee from refusing a request to supervise a class without the teacher present.

5. Payment of Wages

- (i) The wages payable to an employee, other than a casual employee, shall be payable at the employer's discretion either fortnightly or half-monthly.
- (ii) Wages payable to an employee shall be payable at the employer's discretion, by either cash, cheque or electronic funds transfer into an account nominated by the employee.
- (iii) The employer may elect to stand down an employee in accordance with subclause (iv) of clause 6, Contract of Employment, or to average the employee's payment of wages over the year.
- (iv) When the employer elects to average the employee's payment of wages in accordance with sub-clause (iii) of this clause, the rates will be paid in equal instalments throughout the year including annual leave (this is not inclusive of the annual leave loading). The following formula shall be used to determine the appropriate weekly rate:

$$\frac{N + 11}{240} \times \frac{\text{annual rate of salary}}{52.14}$$

Where:

N = number of days the employee will be required to work each year;

Provided that:

- (a) the number of days worked excludes public holidays; and
- (b) for the purpose of this formula only, and to avoid a mathematical inconsistency, a part-time employee shall be deemed to work the same number of days during school terms as a full-time employee at the same school.

- (v) Part time averaged rates shall be calculated by determining the full time averaged salary then dividing by 38 and adding a part time loading for School Assistants (see clause 3 subclause (ii) for part time loading)
- (vi) The rate of pay of an employee determined by paragraph (iv) of this subclause, shall be the appropriate rate for all purposes. However, such rate shall not be used in the calculation of casual and overtime rates of pay which may be payable to the employee.
- (vii) An employee whose salary is averaged according to the formula in subclause (iv) of this clause and who works additional ordinary hours which are not specifically accounted for in the application of the formula in subclause (iv) shall have those additional hours paid at the casual rate appropriate to their classification.

6. Contract of Employment

(i) Letter of Appointment

On appointment, the employer shall provide full-time and part-time employees with a letter of appointment setting out the following:

- (a) the classification and rate of pay of the employee;
- (b) the number of hours to be worked each week and the number of weeks to be worked throughout the year;
- (c) a statement in relation to superannuation entitlements as required by paragraph (h) of subclause (ii) of clause 20, Superannuation; and
- (d) whether the rate of pay is payable during term time only or throughout the year in accordance with subclause (iii) of clause 5, Payment of Wages.

If there is a requirement to work during pupil vacation periods, the number of such days to be worked shall be clearly specified.

(ii) Notice of Termination

- (a) Except for the first month of employment, the employment of a full-time or part-time employee may be terminated by two weeks notice given by either party or by the payment or forfeiture, as the case may be, of two weeks wages in lieu of notice. This shall not affect the right of the employer to dismiss any employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only.

(NOTATION Reference should be made to Federal legislation which may require more than two weeks notice to be given by employers when terminating the services of an employee in some instances.)

- (b) During the first month of employment, the employment of a full-time or part-time employee may be terminated by a week of notice given by either party or by the payment or forfeiture, as the case may be, of one week of wages in lieu of notice.
- (c) In the case of a casual employee, one day's notice shall be given by either party.

(iii) Statement of Service

On the termination of employment the employer shall, at the request of the employee, give to such employee a statement signed by the employer stating the period of employment, the employee's classification, and when the employment terminated.

(iv) Pupil Vacation Periods

- (a) An employee may be stood down on leave of absence without pay during all pupil vacation periods when no work is available. Provided that the contract of employment shall be deemed not to have been broken for all award and statutory purposes by such leave of absence during pupil vacation periods. Any public holidays falling within such period of stand-down on leave of absence without pay shall be paid at ordinary rate if they fall on a day on which the employee ordinarily works.
- (b) Where the employment of an employee is terminated by the employer in accordance with the provisions of this clause through no fault of the employee within one week of the end of any school term or during the following vacation, and such employee whose services are so terminated is re-employed by the same employer before the expiration of two weeks after the commencement of the next school term, the contract of employment shall not be deemed to have been broken for the purposes of the *Long Service Leave Act 1955*.
- (c) In accordance with the employee's letter of appointment, an employee may be required to work during pupil vacation periods during which the employee is ordinarily stood down. If the employee's letter of appointment does not specifically designate the period required to be worked during pupil vacation periods, the employee shall be given eight weeks notice of such requirement to work prior to the commencement of the pupil vacation period. The employee may be required to work during the ordinary hours and days which the person normally works, provided that the employee may agree to work on different days or for different hours or with a lesser period of notice.

An employee required to work as outlined in this paragraph (where the period required to be worked is not specifically designated in the employee's letter of appointment) shall be paid at casual rates in addition to any other remuneration received if the employee is paid an averaged rate of pay pursuant to subclause (iii) of clause 5, Payment of Wages.

- (d) An employee who, prior to 1 May 1995 was not stood down, shall not be stood down after the introduction of the award unless he or she agrees in writing.

(v) Redundancy

See part C - Redundancy of this award

6A. Secure Employment

(i) 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.

(ii) 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 sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (c) Any casual employee who has a right to elect under paragraph (ii)(a), upon receiving notice under paragraph (ii)(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 (ii)(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (ii)(c), discuss and agree upon:
- (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);
- Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.
- (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.
- (iii) Occupational Health and Safety
- (a) 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.

- (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):
- (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.
- (c) Nothing in this subclause (iii) 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.

(iv) 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.

- (v) 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.

7. Hours

(i) Notice of Hours

The employer shall fix the employee's ordinary hours of work and the ordinary time of meal breaks which shall be displayed in a conspicuous place accessible to the employees and such hours shall not be changed, without payment of overtime, for work done outside the fixed hours unless seven days notice of any change of hours is given by the employer to the employee; provided that such seven days notice shall not be required if any change of hours is by mutual agreement between the employer and the employee.

The ordinary hours of employees, exclusive of meal breaks, shall not, without payment of overtime, exceed an average of 38 hours per week to be worked in five days, Monday to Friday inclusive.

An employer may request, but not require, a part-time employee to work additional hours in accordance with the provisions of this subclause. Where:

- (a) the employee's wages are averaged in accordance with subclause (iv) of Clause 5, the employee shall be paid for all such additional hours at the casual rate in accordance with subclause (iii) of Clause 3, provided that such hours fall within the spread of ordinary hours as set out in subclause (i) of this clause and do not result in the employee working more than 8 hours on that day. Where additional hours are worked on a day the employee is already attending for work, the minimum casual start of three hours shall not apply;

- (b) the employee's wages are not averaged, the employee shall be paid for all such hours at their normal hourly rate of pay, provided that such hours fall within the spread of ordinary hours as set out in subclause (i) of this clause and do not result in the employee working more than 8 hours on that day.

Where additional hours worked by a part-time employee fall outside the spread of ordinary hours or result in an employee working more than 8 hours on a day, those hours shall be overtime and paid in accordance with Clause 8 Overtime. However an employee may request that additional hours be taken as time in lieu in accordance with the provisions of subclause 8(v) of this award.

8. Overtime

- (i) Subject to the provisions of subclause (vii) of this clause, an employer may require an employee to work reasonable overtime at overtime rates, or as otherwise provided for in subclauses 8 (v) and 16.4 of this award.
- (ii) Subject to the provisions of subclause (iii) of this clause, for all time required by the employer to be worked outside the ordinary hours of work prescribed by clause, 7 Hours, shall be overtime and shall be paid for at the un-averaged rate of time and one-half for the first two hours and double time thereafter.
- (iii) All overtime worked by an employee between midnight Friday and midnight Sunday shall be paid at the rate of double time.
- (iv) In computing overtime, each day shall stand alone.
- (v) Where an employee has performed duty on overtime, the employee may be released from duty for a period not exceeding the period of overtime actually worked (that is an hour for each hour of overtime worked) subject to the conditions herein:
- (a) An employee may only be released from duty in lieu of payment for overtime at the request of the employee and with the agreement of the employer. Such agreement shall be in writing and be kept with the time and wages records.
- (b) An employee may not accumulate more than 20 hours to be taken as leave in lieu of overtime payment and shall be taken within four weeks of the accrual. Where such leave is not taken in this period it shall be paid for at the appropriate overtime rate.
- (c) This provision shall only apply in respect of overtime worked between Monday to Friday inclusive. Normal penalties for overtime worked on Saturday and Sunday shall apply for those days.
- (vi) Where:
- (a) an employee is required to attend school after leaving, other than to carry out rostered duties; and
- (b) the duty is not continuous with completion of ordinary working hours;
- the employee must be paid a minimum of two hours pay at the relevant rate. For the purpose of paragraph (b) of this subclause, the taking of a meal break shall not of itself mean that the duty is not continuous.
- (vii) 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.
- (viii) For the purposes of subclause 8 (vii) what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to employee health or 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.

[Notation: The employers and the Union are of the view that where hours are varied in accordance with clause 7 (i) such hours cannot properly be regarded as overtime.]

9. Meal and Rest Breaks

- (i) Not more than one hour nor less than half an hour shall be allowed to employees each day for lunch and/or an evening meal where work continues after 6 pm. This meal break shall be at a time mutually agreed upon between the employer and employee.
- (ii) All employees shall be allowed a rest break of ten minutes daily and this break shall be counted as time worked.

10. Sick Leave

- (i) An employee, with the exception of a casual employee, shall be entitled to ten days sick leave per year of service on full pay, subject to the following conditions:
 - (a) Employees shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to payment under the Worker's Compensation Act 1987.
 - (b) The employee shall notify the Principal of the school, or other such person deputised by the Principal, of the nature of the illness and the estimated duration of the absence, where practicable, prior to the commencement of the first organised school activity on that day.
 - (c) The employer may require the employee to provide such evidence as the employer or school medical officer may desire that the employee was unable, by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (ii) Part-Time Employees

The sick leave entitlement of a part-time employee shall be in that proportion which the average number of hours worked by the employee in a week bears to 38. When the number of hours worked by a part-time employee varies, the sick leave entitlement of the employee shall be calculated and credited to the employee in hours at the time of such variation.
- (iii) Accumulation of Sick Leave

If all sick leave is not taken in a year, the untaken part shall accumulate from year to year. Sick leave will accumulate indefinitely.
- (iv) Current sick leave entitlements shall be exhausted before accumulated sick leave is taken.
- (v) Service before the first full pay period commencing on or after 1 April 2007 shall be taken into account for the purpose of calculating the annual entitlement to sick leave and accumulation in respect of service prior to that date shall be calculated in accordance with the award or any agreement applying to that employee prior to that date.
- (vi) If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.

11. Public Holidays

- (i) Subject to subclauses (ii) and (iii) of this clause, the days on which the following holidays are observed shall be holidays, namely; New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day, together with any day which may hereafter be proclaimed as a public holiday throughout the State of New South Wales. In addition to the holidays specified in subclause (a) of this clause an employee shall be entitled to one additional day as a holiday in each calendar year. Such additional holiday shall be observed on the day when the majority of employees in an establishment observe a day as an additional holiday or on another day mutually agreed between the employer and employee. The additional holiday is not cumulative and must be taken within each year. Provided that the additional holiday shall not apply to those employees whose rate of pay is averaged over the year in accordance with subclause (c) of clause 6, Payment of Wages.
- (ii) Full-time and part-time employees shall be entitled to the above holidays without loss of pay, provided that an employee who is regularly rostered to work ordinary hours on Monday to Friday shall only be paid for such holidays as occur on those days.
- (iii) All time worked on a public holiday or additional holiday in subclause (i) of this clause shall be paid for at the rate of double time and one half the ordinary-time rate with a minimum payment of four hours.

12. Annual Leave & Payment on Termination

- (i) All employees, other than casual employees, shall receive four weeks paid annual leave in accordance with the *Annual Holidays Act 1944*, such leave normally to be taken during the school summer pupil vacation period.
- (ii)
 - (a) Where an employee whose employment ceases is paid in accordance with subclause (iv) of clause 5, Payment of Wages, and the total amount received by the employee during that school year since the school service date or the date of commencement of employment of the employee (if after the school service date that year) is less than such amount the employee would have earned if their salary had not been averaged in accordance with subclause (iv) of Clause 5, Payment of Wages, then the employee shall be paid on termination the difference between the averaged amount paid and such higher amount.
 - (b) For the purposes of this subclause "school service date" means the usual date of commencement of employment at a school in each year.

13. Annual Leave Loading

- (i) In this clause the *Annual Holidays Act 1944*, is referred to as "the Act".
- (ii) Before an employee is given and takes the annual holiday or where, by agreement between the employer and employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay the employee a loading determined in accordance with this clause.

(Note: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (vi) of this clause.)
- (iii) The loading is payable in addition to the pay for the period of holidays given and taken and due to the employee under the Act and this award.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this award or, where such a holiday is given and taken in separate periods, then in relation to each such separate period. (Note: See subclause (vi) of this clause, as to holidays taken wholly or partly in advance.)

- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) of this clause, at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing annual holiday, but shall not include any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this award.
- (vi)
- (a) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such employee continues until the day when the employee would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause, applying the award rates of wages payable on that day.
- (b) Notwithstanding the provisions of paragraph (a) of this subclause, an employee shall be paid an annual holiday loading where the annual holiday is taken by agreement wholly or partly in advance during the summer pupil vacation period. The employee shall be entitled to the fraction of four weeks holiday loading as is equal to the number of weeks worked by the employee in that school year compared to the number of weeks in the year since the school service date.
- (vii)
- (a) Where the employment of an employee is terminated by their employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with subclause (v) of this clause for the period not taken.
- (b) Except as provided in paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.

14. Long Service Leave

- (i) Applicability of *Long Service Leave Act 1955*

Except in so far as expressly varied by the provisions of this clause, the provisions of the *Long Service Leave Act 1955* shall apply.

- (ii) Quantum of Leave

Subject to subclause (iii) of this clause, the amount of long service leave to which an employee shall be entitled shall:

- (a)
- (A) in the case of an employee who has completed ten years service be, in respect of such service - 10.5 weeks; and
- (B) in respect of each additional five years of service with the employer since the employee last became entitled to long service leave - 5.25 weeks; and
- (C) on the termination of the employee's services in respect of the number of years service with the employer completed since the employee last became entitled to an amount of long service leave, be a proportionate amount on the basis of 1.05 weeks for each completed year of service; and
- (b) in the case of an employee who has completed five years adult service with an employer and whose services with the employer are terminated or cease for any reason other than misconduct, be a proportionate amount on the basis of 10.5 weeks for ten years service (such service to include service with the employer as an adult and otherwise than as an adult).

(iii) Calculation of Entitlement

In the case of an employee whose service with an employer began before 1 May 1995 and whose service would entitle the employee to long service leave under this clause, the amount of long service leave to which the employee shall be entitled shall be the sum of the following amounts:

- (a) the amount calculated on the basis of the provisions of the *Long Service Leave Act 1955* in respect of the period of service before May 1995; and
 - (b) an amount calculated on the basis of the provisions of this clause from 1 May 1995.
- (iv) The service of an employee with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the employee taking maternity leave (including paid and unpaid leave) or approved leave without pay, but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

Any long service leave shall be inclusive of any public holidays falling within the period of such leave. Pupil vacation days which the employee is not normally required to work and which fall within the period of long service leave shall not be charged against long service leave.

15. Parental Leave

(a) Maternity Leave

- (i) Subject to subparagraph (iii) of this paragraph, an employee who takes unpaid maternity leave of at least twelve weeks under the provisions of the *Industrial Relations Act 1996* must be paid under this clause.
- (ii) The amount of paid leave for an employee who takes leave shall be twelve weeks.
- (iii) Where an employee gives birth to a second and subsequent child following a period of maternity leave and has not returned to work before the birth of the second or subsequent child, the employee will not be entitled to an additional twelve weeks payment in accordance with paragraph (a)(i) of this subclause. However, the employee will be entitled to unpaid maternity leave in accordance with Part 4 of Chapter 2 of the *Industrial Relations Act 1996*.
- (iv) The employee must be paid at the rate the employee was paid at the time of commencing leave.
- (v) The employee must be paid:
 - (A) at the usual times and intervals that other employees are paid at the school, or
 - (B) if the employee asks two weeks in advance and the School agrees, in a lump sum.
- (vi) The employer must pay the first or lump sum payments at the pay period commencing closest to;
 - (A) six weeks before the anticipated date of birth, or
 - (B) if birth occurs before the time referred to in (a), the date of the birth; or
 - (C) if the employee has not commenced maternity leave at the time referred to in (A), when the employee commences leave.
- (vii) If an employee's pregnancy is terminated other than by the birth of a living child:
 - (A) more than 20 weeks before the anticipated date of birth the employee is not entitled to the payment;

- (B) less than 20 weeks before the anticipated date of birth the employee is entitled to the payment while she remains on leave.
- (viii) The period of maternity leave will not count as a period of service under this award or any statute.
- (ix) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply.
- (b) Paternity Leave
- (i) An employee who takes paternity leave shall be entitled to 2 weeks paid leave commencing on the day of birth of his child or on the day on which his spouse leaves hospital following the birth. This paid leave is to be deducted from Carer's Leave available to the employee pursuant to clause 16 of this award (NB: spouse means a spouse as defined in Clause 16 Carer's Leave).
- (ii) An employee shall be required to give at least 10 weeks written notice of the intention to take leave and shall provide other notice consistent with the provisions of section 58 (2) of the *Industrial Relations Act 1996*.
- (c) Adoption Leave
- An employee shall be entitled to twelve weeks paid leave for the purpose of adopting any child providing the leave is taken on or after 1 April 2007 and before the child reaches full-time enrolment age, provided that an employee who commences adoption leave prior to 1 April 2007 shall be entitled to nine weeks paid leave.
- (d) Parental Leave Entitlement for Casual Employees
- An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (i) the employee or employee's spouse is pregnant; or
- (ii) the employee is or has been immediately absent on parental leave.
- The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- (e) Right to request
- (i) An employee entitled to parental leave may request the employer to allow the employee:
- (A) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (B) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (C) to return from a period of parental leave on a part-time basis until the child reaches school age;
- to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (iii) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under subparagraphs (ii) and (iii) of this paragraph must be recorded in writing.

- (iv) Request to return to work part-time

Where an employee wishes to make a request under subparagraph (i) (C) of this paragraph, such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

- (f) Communication during parental leave

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

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

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

- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subparagraph (i).

16. Carer's Leave

16.1 Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this subclause who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 10 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

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

Where the parties are unable to reach agreement the disputes procedure at Clause 22, Disputes Procedure should be followed

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

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care and support of the person concerned; and
 - (ii) the person concerned being:
 - (A) a member of the employee's immediate family; or
 - (B) a member of the employee's household.

The term 'immediate family' includes:

- (1) a spouse (including former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bonafide domestic basis although not legally married to the person; and
 - (2) a child or adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), a parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or spouse of the employee.
- (d) The employee shall not be entitled to paid carer's leave unless he or she notifies the Principal of the school (or a person deputised by the Principal) of the need for carer's leave and the estimated period of absence at the first available opportunity and where possible, before the first organised activity at the school on the day of absence. The employee will have sick leave credits available to the extent of the leave to be taken.
- (e) Notwithstanding paragraph (a) of this subclause, a part-time employee is only entitled to an amount of carer's leave in the same proportion the hours of a part-time employee bears to the hours of a full-time employee.
- (f) Any carer's leave taken in accordance with this clause shall be deducted from the sick leave entitlement of the employee in accordance with Clause 10 of the award.

16.2 Unpaid Leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subparagraph (ii) of paragraph (c) of subclause 16.1 of this clause who is ill or who requires care due to an unexpected emergency.

16.3 Annual Leave

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five annual leave days are taken.
- (d) An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

16.4 Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) months period or on termination.
- (d) Where no election is made in accordance with paragraph (a), the employee shall be paid overtime rates in accordance with the award.

16.5 Make-up Time

An employee may elect, with the consent of their employer, to work 'make-up time', under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

16.6 Carer's Entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in paragraphs (b) and (d) of subclause 16.1 of this clause, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in paragraph (c) of subclause 16.1 who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

17. Bereavement Leave

- (i) An employee shall, on the death of the wife, husband, father, mother, parent-in-law, brother, sister, child, step-child, grandparent or grandchild of the employee, be entitled to leave up to and including the day of the funeral of such relation. Such leave, for a period not exceeding three days in respect of any such death, shall be without loss of any ordinary pay which the employee would have received if the employee had not been on such leave.
- (ii) The rights to such paid leave shall be dependent on compliance with the following conditions:
 - (a) satisfactory evidence of such death shall be furnished by the employee to the employer; and
 - (b) the employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of leave entitlement under this award or otherwise.

For the purpose of this clause, the words "wife" and "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster-father or mother and stepfather or mother.

- (iii) Bereavement leave shall be available to the employee in respect of the death of a member of the employee's immediate family or household, as defined in clause 16, Carer's Leave, of this award.
- (iv) Bereavement leave may be taken in conjunction with other leave available under subclauses 16.2, 16.3 16.4 and 16.5 of clause 16, Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the school.
- (v) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in subparagraph (ii)(a) of this clause, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in paragraph (c) of subclause 16.1 of clause 16 Carer's Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

18. Jury Service

A full time or part-time employee required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The employee shall be required to reimburse to the employer any monies payable to the employee for such attendance (excluding reimbursement of expenses) which required the employee's absence from school.

The employee shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The employee shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

19. Other Conditions

- (i) Where employees are required to use chemicals or other injurious substances, they shall be supplied with overalls or lab coats, serviceable rubber gloves, and masks free of charge. Protective clothing, uniforms and rubber gloves supplied pursuant to this award shall remain the property of the employer and shall be returned upon termination of employment.
- (ii) Employees shall be supplied with facilities for the heating of water and food.
- (iii) Employees using chemicals on a regular basis shall be entitled to have, as a minimum, an annual medical examination. The cost of such examination shall be met by the employer.

20. Superannuation

- (i) Fund

The New South Wales Non-Government Schools Superannuation Fund shall be made available by each employer to each employee.

- (ii) Benefits

- (a) Except as provided in paragraphs (c), (d) and (f) of this subclause, each employer shall, in respect of each employee employed by the employer, pay contributions into a fund to which the employee is eligible to belong and, if the employee is eligible to belong to more than one fund,

the fund nominated by the employee, at the rate of three per cent of the employee's basic earnings.

- (b) Subject to paragraph (d) of this subclause, contributions shall be paid at intervals in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as agreed between each employer and the trustees of a fund.
- (c) An employer shall not be required to make contributions pursuant to this clause in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (d) Contributions shall commence to be paid from the beginning of the first pay period commencing on or after the employee's date of engagement.

Provided that if the employee has not applied to join a fund within six weeks of the employee's date of engagement the employer shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the employee applied to join a fund.

- (e) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (f) An employer shall make contributions pursuant to this award in respect of:
 - (1) casual employees who earn in excess of the Casual Qualification Amount, calculated in accordance with subclause (iv) of this Clause, during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employee"); and
 - (2) qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue to the employee of his or her annual group certificate; provided that, prior to the immediately preceding 30 June, the employee has applied to join a fund.

- (g) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes of such employees, within two weeks of such approval the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the trust deed of such fund and of a letter from the Insurance and Superannuation Commissioner granting interim or final listing to the fund at a cost of 80 cents per page of such copies.
- (h) When a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this clause and also of the provisions of paragraph (d) of this subclause in the case of an employee other than a casual employee, and paragraph (f) in the case of a casual employee.

(iii) Transfers Between Funds

If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund but shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (e) of subclause (ii), Benefits, of this clause, or within three years after the last notification made by the employee pursuant to this subclause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

- (a) of the employee's application to join the other fund; and

- (b) that the employee has notified the trustees of the employee's former fund that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that fund.

(iv) Casual Qualification Amount

The "Casual Qualification Amount" referred to in subparagraph (1) of paragraph (f) of subclause (ii) of this clause is calculated by the following formula:

Level 1 step 1 - clerical and administrative employee casual hourly rate of pay x 152 or \$2,274.00, whichever is the greater.

21. Remuneration Package

- (i) This clause shall apply to those individual schools wishing to facilitate the provision of salary and benefit packages to individual members of staff covered by this award.

(ii) For the purposes of this clause:

- (a) "Benefits" means the benefits nominated by the employee from the benefits provided by the school and listed in paragraph (c) of subclause (iv) of this clause.
- (b) "Benefit Value" means the amount specified by the school as the cost to the school of the benefit provided including Fringe Benefit Tax, if any.
- (c) "Fringe Benefit Tax" means tax imposed by the Fringe Benefits Tax Act 1986.

(iii) Conditions of Employment

Except as provided by this clause, employees must be employed at a salary based on a rate of pay, and otherwise on terms and conditions, not less than those prescribed by this award.

(iv) Salary Packaging

The school may offer to provide and the employee may agree in writing to accept:

- (a) the benefits nominated by the employee; and
- (b) a salary equal to the difference between the Benefit Value and the salary which would have applied to the employee or under subclause (iii) of this clause, in the absence of an agreement under this subclause.
- (c) The available benefits are those made available by the school from the following list:
 - (A) superannuation;
 - (B) childcare provided by the school;
 - (C) other benefits offered by the school.
- (d) The school must advise the employee in writing of the Benefit Value before the agreement is entered into.

(v) During the currency of an agreement under subclause (iv) of this clause:

- (a) Any employee who takes paid leave on full pay shall receive the benefits and salary referred to in paragraphs (a) and (b) of subclause (iv) of this clause.
- (b) If a employee takes leave without pay, the employee will not be entitled to any benefits during the period of leave.

- (c) If an employee takes leave on less than full pay he or she shall receive:
- (A) the benefits; and
- (B) an amount of salary calculated by applying the formula:
- $$A = S \times P\% \quad (100\% - P\%) \times B$$
- where:
- S = the salary determined by paragraph (b) of subclause (iv) of this clause.
- P = the percentage of salary payable during the leave.
- B = Benefit Value.
- A = Amount of salary.
- (d) Any other payment under this award, calculated by reference to the employee's salary, however described, and payable:
- (A) during employment; or
- (B) on termination of employment in respect of untaken paid leave; or
- (C) on death,
- shall be at the rate of pay which would have applied to the employee under subclause (iii) of this clause, in the absence of an agreement under paragraphs (a) and (b) of subclause (iv) of this clause.

22. Disputes Procedure

- (i) Subject to the provisions of the *Industrial Relations Act 1996*, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question.
- (ii) Any grievance or dispute which arises shall, where possible, be settled by discussion between the employee and the Principal in accordance with any procedures that have been adopted by the school.
- (iii) If no agreement is reached and if the employee seeks assistance from the union or another person, the matter will be referred to the Association of Independent Schools by the union or that person and shall be dealt with in accordance with the agreement between the Association of Independent Schools and the Union as set out in Attachment A - Disputes Settlement Procedures.
- (iv) Should the matter not be resolved, it may be referred by either party to the Industrial Relations Commission of New South Wales for settlement.

23. Anti - Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the objective of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award that parties have obligations to take all reasonable steps to ensure that the operations 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 exempt for 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 on 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.

24. Savings Clause

- (i) No employee shall suffer a reduction in the salary enjoyed by that employee as a result of the implementation of this award.
- (ii) An employee's conditions of employment, other than those provided in this award, shall not be altered as a consequence of the introduction of this award.

25. Exemptions

An employee who is in receipt of an annual salary 18 per cent in excess of the rate applying from time to time for Level 4, Step 2 as set out in Table 1 - Wage Rates, of Part B, Monetary Rates, shall not be entitled to the benefits of clause 7, Hours, and clause 8, Overtime, where there is agreement between the employer and employee that the salary is inclusive of compensation for any overtime payment to which the employee would otherwise be entitled. Any dispute in this matter will be dealt with in accordance with clause 22, Disputes Procedure.

26. No Extra Claims

It is a term of this award that the union undertakes not to make or pursue any extra claims for improvements in wages or other terms and conditions of employment until 31 January 2011.

27. Area, Incidence & Duration

- (i) This award replaces the School Support Staff (Independent Schools) (State) Award 2004 published on 15 April 2005 (350 I.G. 175), as varied.
- (ii) This award shall apply to all employees as defined in clause 2, Definitions, employed in non-government schools in New South Wales including Loreto Convent, Kirribilli, but excluding all other Catholic schools.

Provided further that this award shall not apply to a person employed as a Bursar/Business Manager (however titled) employed in a senior managerial (or executive) position in a non-government school who has managerial responsibilities including the delegated authority to act for the employer from time to time in the recruitment and termination of staff.

- (iii) This award shall take effect from 16 February 2007 and remain in force until 15 February 2010.

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

Clerical and Administrative Staff

Level	First Full Pay Period on or after 1 April 2007 per annum \$ (4%)	First Full Pay Period on or after 1 February 2008 per annum \$ (4%)	First Full Pay Period on or after 1 February 2009 per annum \$ (4%)	First Full Pay Period on or after 1 February 2010 per annum \$ (4%)
Level 1 - Clerical Assistant				
1	37,146	38,632	40,177	41,784
2	37,686	39,193	40,761	42,391
Level 2 - Clerical Officer				
1	42,302	43,994	45,754	47,584
2	43,533	45,274	47,085	48,968
3	45,396	47,212	49,100	51,064
4	45,869	47,704	49,612	51,596
Level 3 - Senior Clerical Officer				
1	48,490	50,430	52,447	54,545
2	49,419	51,396	53,452	55,590
3	50,348	52,362	54,456	56,634
Level 4 - Administrator				
1	56,869	59,144	61,510	63,970
2	58,073	60,396	62,812	65,324

Juniors	Percentage of adult rate of pay
At 17 years of age	60
At 18 years of age	70
At 19 years of age	80
At 20 years of age	90

School Assistants

Level	First Full Pay Period on or after 1 April 2007 Per annum \$ (4%)	First Full Pay Period on or after 1 February 2008 Per annum \$ (4%)	First Full Pay Period on or after 1 February 2009 Per annum \$ (4%)	First Full Pay Period on or after 1 February 2010 Per annum \$ (4%)
1	41,967	43,646	45,392	47,208
2	44,709	46,497	48,357	50,291
3	47,268	49,159	51,125	53,170
4	49,665	51,652	53,718	55,867

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	First Full Pay Period on or after 1 April 2007 \$	First Full Pay Period on or after 1 Feb. 2008 \$	First Full Pay Period on or after 1 Feb. 2009 \$	First Full Pay Period on or after 1 Feb 2010 \$
1	4 (i)	Meal Allowance	\$12.14	\$12.14	\$12.14	\$12.14
2	4 (ii)	First Aid and Medication Allowance	\$22.06 per week or \$4.41 per day	\$22.94 per week or \$4.59 per day	\$23.86 per week or \$4.77 per day	\$24.81 per week or \$4.96 per day
3	4 (iii) (b)	Own car allowance - for a vehicle 1500cc or under - for a vehicle over 1500cc	\$98.32 per week \$121.54 per week	\$98.32 per week \$121.54 per week	\$98.32 per week \$121.54 per week	\$98.32 per week \$121.54 per week
4	4 (iii)(c)	Own car allowance for use on a casual or incidental basis	\$0.58 per kilometre	\$0.58 per kilometre	\$0.58 per kilometre	\$0.58 per kilometre
5	4(v)	Autism Association Higher Duties Allowance	\$54.40 per day	\$56.58 per day	\$58.84 per day	\$61.19 per day

Note:-

- Items 1,4 and 5 to be adjusted for CPI increases.

PART C

REDUNDANCY

- This Part shall apply in respect of full-time and part-time persons employed in the classifications specified by the award.
 - This part shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
 - Notwithstanding anything contained elsewhere in this award, the provisions of this part shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
 - This part shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- EMPLOYERS DUTY TO NOTIFY AND DISCUSS
 - Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on

employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.

- 2.2 The employer shall discuss with the employees effected and the union to which they belong the introduction of such changes and the likely effect on the employees and the measures taken to avert or mitigate the adverse effects of such changes.
- 2.3 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

3. DISCUSSIONS BEFORE TERMINATIONS

- 3.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- 3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause 3.1 of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- 3.3 For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

4. NOTICE FOR CHANGES IN PRODUCTION, PROGRAM, ORGANISATION OR STRUCTURE

- 4.1 This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, program, organisation or structure in accordance with clause 2 of this part.

- 4.1.1 In order to terminate the employment of an employee the employer shall give to the employee the following notice:

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

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

- 4.1.3 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.2 Notice for Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with clause 2 of this part.

4.2.1 In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.

4.2.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.2.3 The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

4.3 Time off during the notice period

4.3.1 During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

4.3.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

4.4 Employee leaving during the notice period

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

4.5 Statement of employment

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

4.6 Notice to Commonwealth Employment Service

Where a decision has been made to terminate employees, the employer shall notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

4.7 Department of Social Security Employment Separation Certificate

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

4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in clause 2 of this part, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference

between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

5. SEVERANCE PAY

5.1 Where an employee is to be terminated pursuant to clause 4 of this part, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

5.1.1 If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

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

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

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

5.1.3 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

5.2 Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 5.1 above will have on the employer.

5.3 Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1 if the employer obtains acceptable alternative employment for an employee.

ATTACHMENT A**DISPUTES SETTLEMENT PROCEDURE: AGREEMENT BETWEEN THE AIS AND THE IEU**

1. UNDERLYING PRINCIPLES

The Association of Independent Schools and the New South Wales Independent Education Union each has responsibilities toward their respective members which are recognised and respected. The two organisations also have a number of interests in common. These include the recognition and acceptance of the following:

- A. The quality and public perception of independent schooling is of significance and both recognise that there is mutual responsibility to protect, promote, develop and enhance this sector of schooling in New South Wales.
- B. There is mutual benefit to their memberships in there being a working relationship between the two organisations which is built on professional attitudes and clearly established and recognised procedures.
- C. The individuality and authority of each independent school, as well as the individuality and rights of each staff member.
- D. The attitudes and interests in common include:
 - (i) An interest in helping to maintain a working environment in which quality education can be provided in a manner consistent with the school's aims and objectives and its philosophy.
 - (ii) A common view that quality education is most likely to be provided where there is recognition, encouragement and support for the professional attitudes, rights and growth of staff members as well as for their personal needs and developments and the industrial rights of all parties.
- E. The right of employee(s) and the employer(s) to seek assistance and advice from their respective Associations.

2. OPERATIONAL PROCEDURES BETWEEN THE AIS AND THE IEU

The right of each organisation to deal with its members as it sees fit notwithstanding, it is agreed that the following will be the general principles upon which each organisation will approach the attempts to resolve difficulties that have not been resolved by direct discussion between the employer and employee concerned.

- A. Both organisations recognise that it is generally preferable for perceived problems to be discussed between the staff member and the Principal of the school concerned with a view to resolving the matter and that it is only when the normal employer/employee process does not achieve a mutually satisfactory result that it is appropriate for the matter to be discussed formally between the AIS and the IEU. This does not preclude earlier informal discussions where appropriate nor does it preclude discussion between the IEU and its members in a school as to the most appropriate method of resolving a problem.
- B. The IEU undertakes to refer to the AIS matters in which it seeks information from an Independent School or to discuss the matters that are of concern to its members and to do this wherever possible before encouraging school staff and IEU chapters to pass resolutions about the matter.
- C. The AIS undertakes to respond by seeking discussions with the school to ascertain its wishes as to how (and where necessary, through whom) it wishes to proceed in dealing with the matter and to advise the IEU of the school's decision.

- D. The steps that will then follow will be determined to suit the particular matter but in general can be expected to be as follows:

The AIS and IEU will discuss the matter with a view to:

- (a) identifying the facts of the matter to ensure that it is not misunderstandings that have created the problem;
 - (b) clarifying the issues and wishes of each of those involved;
 - (c) exploring the options that appear to be available;
 - (d) where possible, assisting the parties to arrive at a mutually satisfactory solution;
 - (e) nothing in the above diminishes the right of either party to refer any matter to the Industrial Relations Commission of New South Wales.
- E. As a general rule the school, the employee, the AIS and the IEU will maintain confidentiality to ensure that the dignity of the employee, the school and its personnel are maintained wherever possible.

The AIS and IEU will, where deemed advisable, prepare sufficient documents to confirm the agreement and assist in its implementation.

M. SCHMIDT *J*

Printed by the authority of the Industrial Registrar.

MAINTENANCE, OUTDOOR AND OTHER STAFF (INDEPENDENT SCHOOLS) (STATE) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 196 of 2007)

Before The Honourable Justice Schmidt

7 March 2007

AWARD

PART A - CONDITIONS

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Wages
4.	Classifications
5.	Allowances
6.	Payment of Wages
7.	Contract of Employment
7A.	Secure Employment
8.	Hours
9.	Overtime
10.	Meal and Rest Breaks
11.	Sick Leave
12.	Public Holidays
13.	Annual Leave and Payment on Termination
14.	Annual Leave Loading
15.	Long Service Leave
16.	Parental Leave
17.	Carer's Leave
18.	Bereavement Leave
19.	Jury Service
20.	Other Conditions
21.	Superannuation
22.	Remuneration Package
23.	Suspension
24.	Disputes Procedure
25.	Apprenticeship Trades
26.	Board and Lodging
27.	Anti-Discrimination
28.	Savings Clause
29.	Exemptions
30.	No Extra Claims
31.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wage Rates

Table 2 - Other Rates and Allowances

Table 2 (a) - First Aid Allowance²³

PART C - REDUNDANCY

2. Definitions

- (a) "Award" means the Maintenance, Outdoor and Other Staff (Independent Schools) (State) Award 2007.
- (b) "Basic Earnings" means the minimum rate of pay prescribed for the employee by this award.
- (c) "Bus Driver" means an employee who is employed primarily for the purpose of driving school buses.
- (d) "Employer" means the employer of an employee to whom this award applies.
- (e) "Employee" means an employee whose principal duties are the maintenance of buildings, plant and equipment; or the preparation and upkeep of grounds, or employment in a school canteen or uniform shop; or driving a school bus or other similar duties as directed by the employer.
- (f) "Full-time Employee" means an employee who is employed to work 38 hours per week.
- (g) "Part-time Employee" means an employee who works a constant number of ordinary hours each week less than 38 hours per week.
- (h) "Casual Employee" means an employee engaged and paid as such.
- (i) "Temporary Employee" means an employee employed to work full-time or part-time for a period not to exceed 12 months.
- (j) "Union" means the New South Wales Independent Education Union and the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, New South Wales Branch.
- (k) "Funds" mean either:
 - (i) the New South Wales Non-Government Schools Superannuation Fund; or
 - (ii) any other superannuation fund approved in accordance with the Commonwealth operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee.

3. Wages

- (a) The minimum weekly rate of pay for employees shall, subject to the other provisions of this award, be calculated by dividing the rates as set out in Table 1 - wage Rates, of Part B, Monetary Rates, by 52.14.
- (b) Any increases in the minimum rates of payment as set out in the said Table 1, are fully absorbable into any payment that an employee receives in excess of the rates set out in the said Table 1 at the applicable time. This clause does not override any above award clause specifically mentioned in an employee's letter of appointment.

Without affecting the generality of the foregoing:

- (i) where an employee is receiving higher wages than prescribed by this award, the employee shall not, as a right, be entitled to receive the benefit of any change in an award wage until the award wage is higher than that received by the employee; and
- (ii) amounts paid above the minimum award rate (i.e. "margins") may be absorbed in variations to the minimum award rates as and when the variations occur.

- (c) The rates of payment in the said Table 1 of this award are inclusive of any increases pursuant to State Wage Case decisions as at the date of this award and during the nominal term of this award.
- (d) Part-Time Employees -
- Part-time employees shall be paid for each hour worked during ordinary time one thirty-eighth of the minimum weekly rate (as calculated in accordance with subclause (a) of this clause) for the level at which they are employed for a minimum of three hours each start, except as otherwise provided for in subclause 8(d), Bus Drivers.
- (e) Casual Employees -
- Casual employees shall be paid:
- (i) for each hour worked during ordinary time, one thirty-eighth of the minimum weekly rate (as calculated in accordance with subclause (a) of this clause) for the level at which they are employed; plus
 - (ii) 20% of that amount (inclusive of payment in lieu of annual holidays required to be paid under the Annual Holidays Act 1944 and in compensation for the casual employee not having access to benefits such as sick leave and redundancy pay);
- for a minimum of three hours each start.
- (f) The hourly rates for part-time and casual employees shall be calculated to the nearest whole cent, any amount less than half a cent in the result to be disregarded.

4. Classifications

- (a) Levels

Level 1 - General Hand -

A General Hand position is one where the employee:

- (i) requires no previous experience and uses a limited range of skills;
- (ii) undertakes routine or repetitive duties involving the application of standard procedures which require the use of some discretion; and
- (iii) works under close supervision, either individually or as a member of a team.

Without limiting the foregoing, a General Hand may be required to perform the following indicative duties:

- (a) general labouring tasks;
- (b) general gardening tasks including preparation of grounds and planting procedures;
- (c) responsibility for horticultural duties in areas such as sports playing fields, garden maintenance and foliage control at a level not considered to be at trade qualified level;
- (d) general ground, plant and building maintenance and operation requiring the application of specific skills;
- (e) moving equipment or furniture;
- (f) purchasing and stock control duties, including receipt, ordering and inventory control of goods;

- (g) handling, storing and distributing goods and materials;
- (h) completion of basic stock control documentation;
- (i) duties of canteen assistant or uniform shop assistant;
- (j) general care and driving of school vehicles.

Level 2 - Qualified Trade -

A Qualified Trade position is one where the employee:

- (i) holds trade qualifications or other qualifications or experience recognised by the employer as equivalent;
- (ii) receives limited instructions regarding work assignments and usually works without supervision;
- (iii) is regularly required to exercise independent initiative and judgement; and
- (iv) may supervise one or two employees in a section of the school or college.

Without limiting the foregoing an employee in a Qualified Trade position may be required to perform the following indicative duties:

general maintenance work which may include the use of trade accredited skills in areas such as carpentry, plumbing or electrical services;

the control and responsibility for the maintenance of gardens and/or sports grounds which may include the use of accredited trade skills in areas such as horticulture, gardening or the maintenance of sports grounds; or

responsibility for the operation of the school canteen or uniform shop, including supervision of assistants or volunteers.

Level 3 - Supervisor -

A Supervisor's position is one where the employee:

- (i) requires minimal instruction in the performance of their duties;
- (ii) exercises substantial responsibility and independent initiative and judgement with a detailed knowledge of workplace procedures and of the employer's business;
- (iii) has the responsibility for supervision, training and coordination of staff, responsibility for their efficient allocation and control, in one or more sections of the school or college; and
- (iv) is required to have undertaken and completed post secondary training provided by any accredited training provider relevant to the tasks required by the employer for this Level, or has engaged in extensive equivalent in service training, or has significant and substantial technical and procedural knowledge which is regarded by the employer to be equivalent to the required post secondary training.

(b) Progression - Level 1 - General Hand Employees

Level 1 employees shall progress to the next step within the Level on completion of one year of full-time service or the part time or casual equivalent providing their performance is considered to be satisfactory.

(c) Promotion -

(i) An employee will only progress to a position at a higher classification where:

- (A) an employee is required on a regular basis to perform duties appropriate to a higher classification; or
- (B) a position at the higher classification is vacant; and
- (C) the employee has the appropriate skills and qualifications for that position.

(Notation: For the avoidance of doubt, under this clause an employee will not automatically be appointed to a position in a higher classification. An employee will be entitled to apply for a position at a higher classification and will be considered with other applicants for such a position (both internal and external) as appropriate. By way of example, if an employee in a General Hand position gains a trade or other qualifications (or has trade or other qualifications) but the position to which the employee is appointed is a General Hand position, the employee will not be reclassified simply by virtue of his or her qualifications).

(ii) An employee classified as a General Hand may apply for promotion to the Level 2 - Qualified Trade classification where such employee can demonstrate that he/she performs duties at a level equal to that of a trade qualified employee, irrespective of whether or not such employee actually holds trade qualifications. Where the employee's regular duties require and involve the use of trade accredited skills, the employer shall not unreasonably withhold approval of such promotion. Any such promotion shall take effect from the date of the application. The provisions of this paragraph shall not affect the right of an employee to apply for promotion pursuant to the provisions of paragraph (i) of this subclause.

(d) Higher Duties (Temporary)

Employees required to temporarily perform duties in a higher grade for more than five days shall be paid at the higher grade rate for the whole period during which those duties are performed.

(e) Apprentices - The minimum rates of wages for four year apprentices shall be:

Percentage of Qualified Trade Rate

1st year	50
2nd year	65
3rd year	75
4th year	90

Adult apprenticeships 21 years of age and over shall commence and remain at the second year rate for two years, except existing employees of an employer who undertake adult apprenticeships or traineeships shall not suffer a reduction in their ordinary time earnings by virtue of becoming an adult apprentice or trainee.

5. Allowances

(a) Meals -

Where an employee is required to work overtime after ordinary working hours in excess of one and one half hours on any day, the employee shall be paid an amount as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for a meal, or be supplied with a suitable meal.

(b) Travelling Expenses -

When an employee, in the course of his or her duty, is required by the employer to travel to any place away from their usual place of employment, the employee shall be reimbursed for reasonable expenses actually incurred. Where possible, such expenses shall be approved in advance.

(c) Vehicle Allowance -

(i) An employee is required by the employer to use his or her own motor vehicle for the purpose of carrying out his or her duties because the employer does not provide that motor vehicle, shall be paid an amount as set out in Item 2 of the said Table 2.

(ii) An employee is required by the employer to use his or her own motor vehicle on a casual or incidental basis, shall be paid the rate set by Item 3 of the said Table 2 for such use.

(d) First-aid

An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St John Ambulance or similar body, may be appointed by the employer to perform first-aid duties. An employee so appointed shall be paid an allowance as set by Table 2 (a) First-aid Allowance of Part B Monetary Rates.

(e) Uniform

In the event of an employee being required to wear a uniform, such uniform shall be provided by the employer and laundered at the employer's expense or, by mutual agreement, such employee shall be paid an amount per week as set out in Item 4 of Table 2.

(f) Broken Shifts

Bus Drivers working a broken shift as provided in clause 8, Hours (d) shall be paid for each broken shift so worked - a shift allowance as set out in Table 2, Other Rates and Allowances per day extra.

(g) Excess fares allowance

Bus Drivers working a broken shift as provided in clause 8, Hours (d) shall be paid at the rate as set out in Table 2, Other Rates and Allowances per day extra.

Provided that the excess fares allowance shall not be payable to a Bus Driver whose break between shifts is less than two and one-half hours inclusive of meal breaks or to a Bus Driver who is permitted to drive the bus home during the break between shifts.

6. Payment of Wages

(a) The wages payable to an employee, other than a casual employee, shall be payable at the employer's discretion either fortnightly or half-monthly. Where an employee was, prior to the commencement of this award, paid on a weekly basis, the employer shall not change the frequency of payment without at least four weeks written notice to the employee.

(b) Wages payable to an employee shall be payable at the employer's discretion, by either cash, cheque or electronic funds transfer into an account nominated by the employee.

(c) The employer may elect to stand down an employee in accordance with subclause (e) of clause 7, Contract of Employment, or to average the employee's payment of wages over the year.

- (d) When the employer elects to average the employee's payment of wages in accordance with subclause (c) of this clause, the rates will be paid in equal instalments throughout the year. The following formula shall be used to determine the appropriate weekly rate:

$$\frac{N + 11}{240} \quad X \quad \frac{\text{Annual rate of salary}}{52.14}$$

Where:

N = The number of days the employee will be required to work each year.

Provided that:

- (i) the number of days worked excludes public holidays; and
- (ii) for the purpose of this formula only, and to avoid a mathematical inconsistency, a part-time employee shall be deemed to work the same number of days during school terms as a full-time employee at the same school (i.e., the number of weeks per year the employee will be required to work multiplied by five). However, it is then necessary to convert the averaged weekly full-time salary to a part-time basis.

(For example: To calculate the averaged salary for a Level 3 employee who works three days per week for 38 weeks per year, the correct value for N is 190 (i.e. 38 x 5) less any public holidays which fall within the weeks the employee is deemed to work. If it is assumed that one such public holiday falls within the period worked by the employee, the value of N becomes 189 (i.e. 190-1). The calculation would then proceed as follows:

$$\begin{aligned} & \frac{189+11}{240} \quad x \quad \frac{\$39,820}{52.14} \quad (\text{Level 3 Annual Salary}) \\ & = 0.8333 \quad x \quad \$763.71 \\ & = \quad \quad \quad \$636.43 \text{ per week (Averaged weekly full time salary)} \end{aligned}$$

To convert to a part time weekly rate:

$$\frac{\$636.43}{38} = \$16.75 \text{ per hour}$$

$$\$16.75 \times 24 \text{ (i.e. 3 days } \times \text{ 8 hours)} = \$402.00 \text{ per week}$$

Therefore, the part-time averaged annual salary in this example is \$402.00 per week.]

- (e) The rate of pay of an employee determined by paragraph (ii) of this clause, shall be the appropriate rate for all purposes. However, such rate shall not be used in the calculation of casual or overtime rates of pay which may be payable to the employee.
- (f) An employee whose salary is averaged according to the formula in subclause (d) and who works additional hours ordinary hours, which are not specifically accounted for in the application of the formula in subclause (d) (ii), shall have those additional hours paid at the casual rate.

7. Contract of Employment

- (a) Employees covered by this award shall perform all work within their skill and competence including work which is incidental or peripheral to their main tasks or functions.

(b) Letter of Appointment -

On appointment, the employer shall provide full-time and part-time employees with a letter of appointment setting out the following:

- (i) the classification and rate of pay of the employee;
- (ii) the number of hours to be worked each week and the number of weeks to be worked throughout the year.
- (iii) a statement in relation to superannuation entitlements as required by subclause (b) of clause 21, Superannuation; and
- (iv) whether the rate of pay is payable during term time only or throughout the year in accordance with subclause (c) of clause 6, Payment of Wages.
- (v) All employees may be employed for a probationary period not to exceed three months. This probationary period will only apply if the employer has advised the employee at the time of offer of appointment of the fact and length of the probationary period. During any probation period that applies an employee shall be advised on an ongoing basis of any concerns of the employer in relation to the employee's performance and the steps taken by the employer in sufficient time for the employee to address these concerns.

(c) Notice of Termination -

- (i) The employment of an employee other than a casual may be terminated by either the employer or the employee by notice given at any time and as specified in this clause, or by payment or forfeiture of the equivalent pay in lieu of notice as the case may be:

Period of Continuous Service	Period of Notice
Up to and including one month	1 week
More than one month	2 weeks

- (ii) The period of notice in paragraph (i) of subclause (c) does not apply in the case of:
 - (A) dismissal for conduct that justifies instant dismissal, including refusal or neglect of duty, or misconduct; or
 - (B) casual employees.
- (iii) The employment of a casual employee may be terminated at any time by one day's notice.

(d) Statement of Service -

On the termination of employment the employer shall, at the request of the employee, give to such employee a statement signed by the employer stating the period of employment, the employee's classification, and when the employment terminated.

(e) Pupil Vacation Periods -

- (i) An employee may be stood down on leave of absence without pay during all pupil vacation periods when no work is available. Provided that the contract for employment shall be deemed not to have been broken for all award and statutory purposes by such leave of absence during pupil vacation periods. Any public holidays falling within such period of stand down on leave of absence without pay shall be paid at ordinary rate if they fall on a day which the employee normally works.

- (ii) Where the employment of an employee is terminated by the employer in accordance with the provisions of subclause (c), Notice of Termination of this clause, through no fault of the employee within one week of the end of any school term or during the following vacation, and such employee whose services are so terminated is re-employed by the same employer before the expiration of two weeks after the commencement of the next school term, the contract of employment shall not be deemed to have been broken for the purposes of the *Long Service Leave Act 1955*. Any period of stand down for any employee who is so re-employed shall not count as qualifying service for the purpose of such Act.
 - (iii) In accordance with the employee's letter of offer of appointment, an employee may be required to work during pupil vacation periods during which the employee is ordinarily stood down. If the employee's letter of appointment does not specifically designate the period required to be worked during pupil vacation periods, the employee shall be given eight weeks notice of such requirement to work prior to the commencement of the pupil vacation period; provided that such eight week's notice shall not be required if any change to the days required to be worked during pupil vacation periods is by mutual agreement between the employer and the employee.
 - (iv) An employee required to work as outlined in subclause (iii) (where the period required to be worked is not specifically designated in the employee's letter of appointment) shall be paid at casual rates in addition to any other remuneration received if the employee is paid an averaged rate of pay pursuant to clause 6. Payment of Wages (d).
 - (v) An employee not stood down during school vacation periods prior to the making of this award shall not be stood down after the making of this award except by agreement.
- (f) Redundancy

The provisions of Part C shall apply as a minimum entitlement in cases of redundancy.

7A. Secure Employment

- (a) Objective of this Clause

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

- (b) Casual Conversion

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

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

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

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

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(c) Occupational Health and Safety

- (i) For the purposes of this subclause, the following definitions shall apply:
 - (A) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (B) 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):
 - (A) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (B) 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;
 - (C) 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
 - (D) 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.

8. Hours

- (a) Notice of Hours -
- The employer shall fix the employee's ordinary hours of work and the ordinary time of meal breaks shall be displayed in a conspicuous place accessible to the employees and such hours shall not be changed, without payment of overtime, for work done outside the fixed hours unless seven days notice of any change of hours is given by the employer to the employee; provided that such seven days notice shall not be required if any change of hours is by mutual agreement between the employer and the employee.
- (b) Ordinary Hours -
- The ordinary hours of employees, exclusive of meal breaks, shall not, without payment of overtime, exceed an average of 38 hours per week to be worked in five days, Monday to Friday inclusive, provided that work performed up to 12 noon on Saturday only on essential watering duties or marking playing field areas which cannot be performed Monday to Friday may be regarded as ordinary hours if the employee is allowed, without loss of pay, equivalent time off during the following week, provided that there must be mutual agreement as to when such time off will be taken.
- (c) 38 hour week -
- (i) Subject to paragraphs (ii), (iii), and (iv) of this clause, the ordinary hours of work of an employee shall be worked over five days.
 - (ii) Provided that where an employer has reached agreement in relation to rostered days of in accordance with clause 7 of the Miscellaneous Workers' - Independent Schools and Colleges, &c. (State) Award made on 19 August, 1994 (IRC 1808 of 1993) the rights and obligations of employees employed by that employer at the date of commencement of this award will remain unchanged.

(iii) 19 Day Month -

Provided also that an employer and an employee may agree that the ordinary hours of work provided by this clause will be worked as a 19-day month, in which case the following provisions shall apply:

- (A) The employee shall work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.
- (B) The employee shall accrue 24 minutes for each eight hour shift or eight hour day worked by the employee to give the employee an entitlement to take a rostered day off.
- (C) Each day of paid leave taken by the employee (including annual leave, but not including long service leave or any period of stand down as provided in subclause (c) of clause 6, Payment of Wages) and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for the purpose of accruing an entitlement under paragraph (B) of this subclause.
- (D) Rostered days off shall not be regarded as part of the employee's annual leave for any purpose.
- (E) Notwithstanding any other provisions of this clause, the employee shall not be entitled to more than 12 paid rostered days off in any 12 months of consecutive employment.
- (F) An employee who is scheduled to take a rostered day off before having worked a complete four week cycle shall be paid a pro rata amount for the time that the employee has accrued in accordance with the said paragraph (B) for each day worked by the employee in the cycle.
- (G) An employee whose employment is terminated in the course of a four week cycle shall be paid a pro rata amount for the time accrued by the employee in accordance with the said paragraph (B) for each day worked by the employee in the cycle.
- (H) Rostered days off shall be scheduled by mutual agreement between the employee and the employer.
- (I) The employee shall be advised by the employer at least four weeks in advance of the day on which the employee is to be rostered off duty.
- (J) The employee may, with the agreement of the employer, substitute the day on which the employee is scheduled to be rostered off duty for another day.
- (K) If an employee is rostered off duty on the day which coincides with the employee's normal pay day, the employee shall be paid no later than the working day immediately following their rostered day off.
- (L) If an employee's rostered day off falls on a public holiday, an alternative rostered day off shall be observed to be fixed by mutual agreement between the employee and the employer.
- (M) An employee required to work on their rostered day off shall be paid in accordance with the provisions of clause 9, Overtime, and shall also receive another rostered day off in lieu.
- (N) Employees are not eligible for sick leave in respect of absences on rostered days off.

(iv) Any Other Method -

Provided also that an employer may apply any other method of implementing the ordinary hours of work provided by this clause on the understanding that the employer reaches agreement with an employee. This may include an accrual of RDO's to be taken during any unpaid stand down period subject to subclause (c) of clause 7 Contract of Employment.

(d) Bus Drivers

- (i) A bus driver may be engaged to work a broken shift pursuant to the provisions of this subclause.
- (ii) Where a bus driver works a broken shift on any given day, the bus driver shall be entitled to a minimum payment of two (2) hours pay for each start, provided that the bus driver shall not be required to work more than two (2) shifts as part of the broken shift arrangement. Where a bus driver works a broken shift he/she shall be paid the allowances set out in subclauses (f) and (g) of Clause 5 as applicable.
- (iii) In the event that a bus driver starts work only once in a given day, that bus driver shall be entitled to a minimum payment of three (3) hours pay for that start.

9. Overtime

- (a) Subject to the provisions of subclause (d) of this clause an employer may require an employee to work reasonable overtime at overtime rates, or as otherwise provided for in subclauses 9 (b) and 17.4 of this award. All work done outside ordinary hours may be dealt with in accordance with subclause (b) of this clause provided that where under that subclause payment is made for such overtime, the rate of pay shall be time and one-half for the first two hours and double time thereafter. In computing overtime, each day shall stand alone.

All overtime worked by an employee between midnight Friday and midnight Sunday shall be paid at the rate of double time for a minimum of three hours.

(b) Time off in lieu of overtime -

Where an employee has performed duty on overtime, the employee may take time off in lieu of payment for overtime for a period not exceeding the period of overtime actually worked (that is an hour for each hour of overtime worked) subject to the conditions herein:

- (i) There is agreement between the employer and employee.
- (ii) The time off in lieu must be taken within four weeks of the end of the week in which the overtime was worked. Where such time off is not given or taken within this period it shall be paid for at the appropriate overtime rate.
- (iii) An employee may not accumulate more than 20 hours to be taken as time off in lieu of overtime payment. Any overtime in excess of 20 hours must be paid for at the appropriate overtime rate.
- (iv) This provision shall only apply in respect of overtime worked between Monday to Friday inclusive. Normal penalties for overtime worked on Saturday and Sunday shall apply for those days.

(c) Call Back -

An employee required to attend the employer's premises for a reason other than carrying out rostered duties after leaving the place of employment (whether notified before or after leaving the place of employment) shall be paid a minimum of two hours pay at the appropriate rate for each such attendance, provided that the attendance is not continuous with completion of ordinary working hours. The taking of a meal break shall not of itself mean that the duty is not continuous. Provided that a bus driver who

normally works a broken shift who is called back to school to drive the bus during the break in that shift shall be paid for a minimum of two hours.

- (d) 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.
- (e) For the purposes of subclause 9 (d) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health or safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

Notation: The employers and the Union are of the view that where hours are varied in accordance with clause 8 (a) such hours cannot properly be regarded as overtime.

10. Meal and Rest Breaks

- (a) Not more than one hour nor less than half an hour shall be allowed to employees each day for lunch and/or an evening meal where work continues after 6.30 pm. This meal break shall be at a time mutually agreed upon between the employer and employee. The meal break shall not be at the end of a shift.
- (b) All employees shall be allowed a rest break of ten minutes daily and this break shall be counted as time worked. The rest break shall not be taken at the beginning or end of a shift, nor immediately before or after a meal break.

11. Sick Leave

- (a) An employee, other than a casual employee, who is unable to attend for duty during ordinary working hours by reason of personal illness or incapacity not due to the employee's own serious or wilful misconduct, shall be entitled to be paid at the ordinary time rate of pay for the time of such non-attendance subject to the following conditions and limitations:
 - (i) Employees shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to payment under the Worker's Compensation Act 1987.
 - (ii) The employee shall be entitled to ten days sick leave per year of service on full pay. Provided that the payment for any absence on sick leave in accordance with this clause within the first three months of employment with the employer may be withheld by the employer until the employee completes such three months' employment at which time the payment shall be made.
 - (iii) The employee shall notify the Principal of the school, or other such person deputised by the Principal, of the general nature of the injury or illness and the estimated duration of the absence, where practicable, prior to the commencement of the first organised school activity on that day and in any case within 24 hours of the commencement of such absence.
 - (iv) The employee shall provide to the employer such evidence as the employer or school medical officer may request that the employee was unable, by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

- (v) Where a single day absence occurs before or after a public holiday or a rostered day off, the employee shall supply a medical certificate to the employer.
- (vi) Where the employer has reasonable grounds to believe that the employee may be absent for a reason or reasons other than illness or incapacity the employer may require the employee to be examined by a medical practitioner nominated by the employer (at the employer's expense) to substantiate eligibility for sick leave. Alternatively the employer may have a medical practitioner nominated by the employer contact the employee's treating doctor and require the employee to advise the employee's treating doctor to provide information to substantiate eligibility for sick leave. No other information shall be provided by the medical practitioner to the employer unless specifically authorised by the employee.

An employee who refuses to be examined by a medical practitioner or who refuses to direct his or her treating doctor to provide information to the medical practitioner without reasonable cause shall not be entitled to paid sick leave.

Provided that the employer shall not utilise this provision except as follows:

The direction to the employee shall be in writing, signed by the Principal, and shall refer to the provisions of this award clause and shall nominate the reasonable grounds for the view of the employer that the employee is absent for reason other than illness or incapacity. Such direction must be received by the employee in sufficient time for the employee to reasonably comply with the direction.

(b) Accumulation of Sick Leave -

Sick leave not taken in a year shall accumulate from year to year and may be taken, provided that current sick leave entitlements have been exhausted, in accordance with the conditions set out in sub-clause (a). Sick leave will accumulate indefinitely. Service before the first full pay period commencing on or after 1 April 2007 will be taken into account in determining for the purpose of calculating sick leave accumulation in accordance with the award or any agreement applying to that employee prior to that date.

(c) Definition of Day -

For the purposes of this clause 'day' means the number of hours which the employee would have worked on that day if not absent.

(d) Part Time Employees

The sick leave entitlement of a part time employee shall be in that proportion which the average number of hours worked by the employee in a week bears to 38. When the number of hours worked by a part time employee varies, the sick leave entitlement of the employee shall be calculated and credited to the employee in hours at the time of such variation; provided that this provision will not apply to employees whose salary has been averaged according to clause 6, Payment of Wages (d) and to whom extra hours worked have been are remunerated at the casual rate as provided for in clause 6, Payment of Wages (f), and clause 7, Contract of Employment, (e) (iv).

12. Public Holidays

- (a) Subject to subclauses (b) and (c) of this clause, the days on which the following holidays are observed shall be holidays, namely; New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day, together with any day which may hereafter be proclaimed as a public holiday throughout the whole State of New South Wales in addition to the holidays specified in subclause (a) of this clause, an employee shall be entitled to one additional day as a holiday in each calendar year. Such additional holiday shall be observed on the day when the majority of employees in an establishment observe a day as an additional holiday or on another day mutually agreed between the employer and employee. The additional holiday is not cumulative and must be taken within each year. Provided that the additional holiday shall not

apply to those employees whose rate of pay is averaged over the year in accordance with subclause (c) of clause 6, Payment of Wages.

- (b) Full-time and part-time employees shall be entitled to the above holidays without loss of pay, provided that an employee who is regularly rostered to work ordinary hours on Monday to Friday shall only be paid for such holidays as occur on those days which he or she normally works.
- (c) All time worked on a public holiday or additional holiday in subclause (a) of this clause shall be paid for at the rate of double time and one half the ordinary-time rate with a minimum payment of four hours.

13. Annual Leave & Payment on Termination

- (a) All employees, other than casual employees, shall receive four weeks paid annual leave in accordance with the *Annual Holidays Act 1944*, such leave normally to be taken during the school summer pupil vacation period. For the avoidance of doubt, this clause applies to all such employees including those employees who are stood down for some period during a year without pay.
- (b) Where an employee whose employment ceases is paid in accordance with subclause (c) of clause 6, Payment of Wages, and the total amount received by the employee during that school year since the school service date or the date of commencement of employment of the employee (if after the school service date that year) is less than such amount the employee would have earned if their salary had not been averaged in accordance with subclause (c) of clause 6, Payment of Wages, then the employee shall be paid on termination the difference between the averaged amount paid and such higher amount.

For the purposes of this subclause "school service date" means the usual date of commencement of employment at a school in each year.

14. Annual Leave Loading

- (a) In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
- (b) Before an employee is given and takes the annual holiday or where, by agreement between the employer and employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay the employee a loading determined in accordance with this clause.

(Note: The obligation to pay in advance does not apply where an employee takes annual holiday wholly or partly in advance, see subclause (f) of this clause.)

- (c) The loading is payable in addition to the pay for the period of holidays given and taken and due to the employee under the Act.
- (d) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act, where such a holiday is given and taken in separate periods, then in relation to each such separate period.

(Note: - See subclause (f) of this clause, as to holidays taken wholly or partly in advance).

- (e) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (d) of this clause, at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing annual holiday, but shall not include any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this award.
- (f)
 - (i) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such employee continues until the day when the employee would have become entitled under the Act to an annual holiday, the loading then becomes

payable in respect of the period of such holiday and is to be calculated in accordance with subclause (e) of this clause, applying the award rates of wages payable on that day.

- (ii) Notwithstanding the provisions of paragraph (i) of this subclause, an employee shall be paid an annual holiday loading where the annual holiday is taken by agreement wholly or partly in advance during the summer pupil vacation period. The employee shall be entitled to the fraction of four weeks holiday loading as is equal to the number of weeks worked by the employee in that school year compared to the number of weeks in the year since the school service date.

(g)

- (i) Where the employment of an employee is terminated by their employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with subclause (e) of this clause for the period not taken.
- (ii) Except as provided in paragraph (i) of this subclause, no loading is payable on the termination of an employee's employment.

(Note: This means that no loading is payable when an employee resigns).

15. Long Service Leave

- (i) Applicability of *Long Service Leave Act 1955*.

Except in so far as expressly varied by the provisions of this clause, the provisions of the *Long Service Leave Act 1955* shall apply.

- (ii) Quantum of Leave

Subject to subclause (iii) of this clause, the amount of long service leave to which an employee shall be entitled shall:

(a)

- (A) in the case of an employee who has completed ten years service be, in respect of such service - 10.5 weeks; and
- (B) in respect of each additional five years of service with the employer since the employee last became entitled to long service leave - 5.25 weeks; and
- (C) on the termination of the employee's services in respect of the number of years service with the employer completed since the employee last became entitled to an amount of long service leave, be a proportionate amount on the basis of 1.05 weeks for each completed year of service; and

- (b) in the case of an employee who has completed five years adult service with an employer and whose services with the employer are terminated or cease for any reason other than misconduct, be a proportionate amount on the basis of 10.5 weeks for ten years service (such service to include service with the employer as an adult and otherwise than as an adult).

- (iii) Calculation of Entitlement

In the case of an employee whose service with an employer began before 1 April 2007 and whose service would entitle the employee to long service leave under this clause, the amount of long service leave to which the employee shall be entitled shall be the sum of the following amounts:

- (a) the amount calculated on the basis of the provisions of the *Long Service Leave Act 1955* in respect of the period of service before 1 April 2007; and

- (b) an amount calculated on the basis of the provisions of this clause from 1 April 2007.
- (iv) The service of an employee with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the employee taking maternity leave (including paid and unpaid leave) or approved leave without pay, but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

Any long service leave shall be inclusive of any public holidays falling within the period of such leave. Pupil vacation days which the employee is not normally required to work and which fall within the period of long service leave shall not be charged against long service leave.

16. Parental Leave

- (a) Maternity Leave
 - (i) Subject to subparagraph (iii) of this paragraph, an employee who takes unpaid maternity leave of at least 12 weeks under the provisions of the Industrial Relations Act 1996 must be paid under this clause.
 - (ii) The amount of paid leave for an employee who takes leave after 1 April 2007 shall be twelve weeks, provided that an employee who commences maternity leave prior to 1 April 2007, shall be entitled to nine weeks leave.
 - (iii) Where an employee give birth to a second and subsequent child following an earlier period of maternity leave and has not returned to work before the birth of the second or subsequent child, the employee will not be entitled to an additional twelve weeks payment in accordance with paragraph (a) (i) or this sub-clause. However, the employee will be entitled to unpaid maternity leave in accordance with Part 4 of Chapter 2 of the *Industrial Relations Act 1996*.
 - (iv) The employee must be paid at the rate the employee was paid at the time of commencing leave.
 - (v) The employee must be paid:
 - (A) at the usual times and intervals that other employees are paid at the school, or
 - (B) if the employee asks two weeks in advance and the school agrees, in a lump sum, or
 - (C) if the employee requests, the payment may be paid at half pay for a period of 24 weeks.
 - (vi) The school must pay the first or lump sum payments at the pay period commencing closet to:
 - (A) six weeks before the anticipated date of birth, or
 - (B) if birth occurs before the time referred to in paragraph (A) of this subclause, the date of the birth; or
 - (C) if the employee has not commenced maternity leave at the time referred to in the said paragraph (A), when the employee commences leave.
 - (vii) If an employee's pregnancy is terminated other than by the birth of a living child:
 - (A) more than 20 weeks before the anticipated date of birth, the employee is not entitled to payment;
 - (B) less than 20 weeks before the anticipated date of birth, the employee is entitled to the payment while she remains on leave.
 - (viii) The period of maternity leave will not count as a period of service under this award or any statute.

(ix) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply in relation to Maternity, Paternity and Adoption Leave.

(b) Paternity Leave

(i) An employee who takes paternity leave on or after 1 April 2007 shall be entitled to 2 weeks paid leave commencing on the day of birth of his child or on the day on which his spouse leaves hospital following the birth. This paid leave is to be deducted from Carer's Leave available to the employee pursuant to clause 17 of this award (NB: spouse means a spouse as defined in Clause 17 Carer's Leave). Provided that prior to 1 April 2007, an employee shall be entitled to one day's leave with pay on the date of the birth of his child or on the day on which the child's mother leaves hospital following the birth.

(ii) An employee shall be required to give at least 10 weeks written notice of the intention to take leave and shall provide other notice consistent with the provisions of section 58 (2) of the *Industrial Relations Act 1996*.

(c) Adoption Leave

An employee shall be entitled to twelve weeks paid leave for the purpose of adopting any child providing the leave is taken on or after 1 April 2007 and before the child reaches full-time enrolment age, provided that an employee who commences adoption leave prior to 1 April 2007 shall be entitled to nine weeks paid leave.

(d) Parental Leave Entitlement for Casual Employees

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

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

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

(e) Right to request

(i) An employee entitled to parental leave may request the employer to allow the employee:

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

to assist the employee in reconciling work and parental responsibilities.

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

- (iii) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under subparagraphs (ii) and (iii) of this paragraph must be recorded in writing.

- (iv) Request to return to work part-time

Where an employee wishes to make a request under subparagraph (i) (C) of this paragraph, such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

- (f) Communication during parental leave

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

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

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

- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subparagraph (i).

17. Carer's Leave

17.1 Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this subclause who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 11, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The employee shall, if required,
- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:

- (i) the employee being responsible for the care and support of the person concerned; and

- (ii) the person concerned being:
 - (A) a member of the employee's immediate family; or
 - (B) a member of the employee's household.

The term 'immediate family' includes:

- (1) a spouse (including former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bonafide domestic basis although not legally married to the person; and
 - (2) a child or adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), a parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or spouse of the employee.
- (d) The employee shall not be entitled to paid carer's leave unless he or she notifies the Principal of the school (or a person deputised by the Principal) of the need for carer's leave and the estimated period of absence at the first available opportunity and where possible, before the first organised activity at the school on the day of absence. The employee will have sick leave credits available to the extent of the leave to be taken.
 - (e) Notwithstanding paragraph (a) of this subclause, a part-time employee is only entitled to an amount of carer's leave in the same proportion the hours of a part-time employee bears to the hours of a full-time employee.
 - (f) Any carer's leave taken in accordance with this clause shall be deducted from the sick leave entitlement of the employee in accordance with Clause 10 of the award.

17.2 Unpaid Leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subparagraph (ii) of paragraph (c) of subclause 17.1 of this clause who is ill or who requires care due to an unexpected emergency.

17.3 Annual Leave

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five annual leave days are taken.
- (d) An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

17.4 Time Off in Lieu of Payment for Overtime

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

- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) months period or on termination.
- (d) Where no election is made in accordance with paragraph (a), the employee shall be paid overtime rates in accordance with the award.

17.5 Make-up Time

An employee may elect, with the consent of their employer, to work 'make-up time', under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

17.6 Carer's Entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in paragraphs (b) and (d) of subclause 17.1 of this clause, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in paragraph (c) of subclause 17.1 who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

18. Bereavement Leave

- (a) An employee shall, on the death of a parent-in-law or on the death of a member of the employee's immediate family or household, as defined in subparagraph (ii) of paragraph (c) of subclause 17, Carer's Leave, be entitled to leave up to and including the day of the funeral of such person. Such leave, for a period not exceeding three days in respect of any such death shall be without loss of any ordinary pay which the employee would have received if the employee had not been on such leave.
- (b) The rights to such paid leave shall be dependent on compliance with the following conditions:
 - (i) satisfactory evidence of such death shall be furnished by the employee to the employer; and
 - (ii) the employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of leave entitlement under this award or otherwise.
- (c) Bereavement leave may be taken in conjunction with other leave available under subclauses 17.2, 17.3, 17.4 and 17.5 of the said clause 17. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the school.
- (d) Bereavement entitlements for casual employees
 - (i) Subject to the evidentiary and notice requirements in subparagraph (b)(i) of this clause casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in paragraph (c) of subclause 17.1 of clause 17 Carer's Leave.

- (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

19. Jury Service

An employee, other than a casual employee, required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount of wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

20. Other Conditions

- (a) Employees shall be supplied with facilities for the heating of water and food.

- (b) Accommodation for Meals -

Employers shall allow employees to partake of their meals, crib breaks or tea breaks in a suitable place protected from the weather and every such employee shall leave such place in a thoroughly clean condition.

- (c) Dressing Accommodation -

Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms and dressing accommodation and individual lockable lockers shall be provided.

- (d) Where employees are required to use chemicals or other injurious substances, they shall be supplied with overalls or lab coats, serviceable rubber gloves, rubber boots and masks free of charge. Protective clothing, uniforms, rubber gloves and rubber boots supplied pursuant to this award shall remain the property of the employer and shall be returned upon termination of employment.
- (e) Employees using chemicals on a regular basis shall be entitled to have, as a minimum, an annual medical examination. The cost of such examination shall be met by the employer.
- (f) All materials, equipment, etc required for cleaning purposes shall be supplied by the employer.

21. Superannuation

- (a) Fund -

The New South Wales Non-Government Schools Superannuation Fund shall be made available by each employer to each employee.

- (b) Benefits -

- (i) Except as provided in paragraphs (iii), (iv) and (vi) of this subclause, each employer shall, in respect of each employee employed by the employer, pay contributions into a fund to which the employee is eligible to belong and, if the employee is eligible to belong to more than one fund,

the fund nominated by the employee, at the rate of three per cent of the employee's basic earnings.

- (ii) Subject to paragraph (iv) of this subclause, contributions shall be paid at intervals in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as agreed between each employer and the trustees of a fund.
- (iii) An employer shall not be required to make contributions pursuant to this clause in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (iv) Contributions shall commence to be paid from the beginning of the first pay period commencing on or after 1 July 1988, or from the beginning of the first pay period commencing on or after the employee's date of engagement, whichever is later.

Provided that if the employee has not applied to join a fund within six weeks of 1 July 1988 (in the case of an employee employed at 1 July 1988) or within six weeks of the employee's date of engagement (in the case of an employee who is employed after 1 July 1988), the employer shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the employee applied to join a fund.

- (v) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (vi) An employer shall make contributions pursuant to this award in respect of:
 - (A) casual employees who earn in excess of \$2,274.00 during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employee"); and
 - (B) qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue to the employee of his or her annual group certificate; provided that, prior to the immediately preceding 30 June, the employee has applied to join a fund.

- (vii) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes of such employees, within two weeks of such approval the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the trust deed of such fund and of a letter from the Insurance and Superannuation Commissioner granting interim or final listing to the fund at a cost of 80 cents per page of such copies.
- (viii) When a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this clause and also of the provisions of paragraph (iv) of this subclause in the case of an employee other than a casual employee, and paragraph (vi) in the case of a casual employee.

(c) Transfer Between Funds -

If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund but shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (v) of subclause (b), Benefits, of this clause, or within three years after the last notification made by the employee pursuant to this subclause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

- (i) of the employee's application to join the other fund; and
 - (ii) that the employee has notified the trustees of the employee's former fund that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that fund.
- (d) Explanatory Clause

The figure which appears in subparagraph (A) of paragraph (vi) of subclause (b) of this clause is calculated by the following formula:

General Hand casual hourly rate of pay (including pro rata annual leave) x 152, or \$2,274.00, whichever is the greater.

22. Remuneration Package

- (a) This clause shall apply to those individual schools wishing to facilitate the provision of salary and benefit packages to individual members of staff covered by this award.
- (b) For the purpose of this clause:
- (i) "Benefits" means the benefits nominated by the employee from the benefits provided by the school and listed in paragraph (iii) of subclause (d) of this clause.
 - (ii) "Benefit Value" means the amount specified by the school as the cost to the school of the benefit provided including Fringe Benefit Tax, if any.
 - (iii) "Fringe Benefit Tax" means tax imposed by the Fringe Benefits Tax Act 1986.
- (c) Conditions of Employment

Except as provided by this clause, employees must be employed at a salary based on a rate of pay, and otherwise on terms and conditions, not less than those prescribed by this award.

- (d) Salary Packaging

The school may offer to provide and the employee may agree in writing to accept:

- (i) the Benefits nominated by the employee; and
 - (ii) a salary equal to the difference between the Benefit Value and the salary which would have applied to the employee or under subclause (c) of this clause, in the absence of an agreement under this subclause.
 - (iii) The available Benefits are those made available by the school from the following list:
 - (A) superannuation;
 - (B) child care provided by the school;
 - (C) other benefits offered by the school.
 - (iv) The school must advise the employee in writing of the Benefit Value before the agreement is entered into.
- (e) During the currency of an agreement under subclause (d) of this clause:
- (i) Any employee who takes paid leave on full pay shall receive the Benefits and salary referred to in paragraphs (i) and (ii) of subclause (d) of this clause.

- (ii) If an employee takes leave without pay, the employee will not be entitled to any Benefits during the period of leave.
- (iii) If an employee takes leave on less than full pay he or she shall receive:
 - (A) the Benefits; and
 - (B) an amount of salary calculated by applying the formula:

$$A = S \times P\% - [(100\% - P\%) \times B]$$
 Where:
 - S = the salary determined by paragraph (ii) of subclause (d) of this clause.
 - P = the percentage of salary payable during the leave.
 - B = Benefit Value.
 - A = Amount of salary.
- (iv) Any other payment under this award, calculated by reference to the employee's salary, however described, and payable:
 - (A) during employment; or
 - (B) on termination of employment in respect of untaken paid leave; or
 - (C) on death,

shall be at the rate of pay which would have applied to the employee under subclause (c) of this clause, in the absence of an agreement under paragraphs (i) and (ii) of subclause (d) of this clause.

23. Suspension

Notwithstanding any of the provisions of this award, an employer may suspend an employee with or without pay while considering any matter which in the view of the employer could lead to the employee's summary dismissal. Suspension without pay shall not be implemented by the employer without prior discussion with the employee (and would normally follow a period of suspension with pay) and shall not, except with the employee's consent, exceed a period of four weeks.

24. Disputes Procedure

- (a) Subject to the provisions of the *Industrial Relations Act 1996*, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question.
- (b) Any grievance or dispute which arises shall, where possible, be settled by discussion between the employee and the Principal in accordance with any procedures that have been adopted by the school.
- (c) If no agreement is reached and if the employee seeks assistance from the union or another person, the matter will be referred to the Association of Independent Schools by the union or that person where relevant.
- (d) Should the matter still not be resolved, it may be referred by either party to the Industrial Relations Commission of New South Wales for conciliation.

25. Apprenticeship Trades

- (a) Apprentices may be indentured to a school as gardeners in the industry of this award subject to the provisions of the *Industrial and Commercial Training Act 1989*.
- (b) Limitation of Overtime
 - (i) No apprentice under the age of 18 years shall be required to work overtime unless he/she so desires.
 - (ii) No apprentice except in an emergency, shall work or be required to work overtime at times which would prevent his/her attendance at technical college as required by any statute, award or regulation applicable to the apprentice.

26. Board and Lodging

An employer shall not be compelled to board and/or lodge any worker but where board and/or lodgings are provided the employer shall be entitled to deduct in respect of all workers the following amounts:

- (a) For full board of 21 meals per week - an amount equal to 18.5% of the adult basic wage.
- (b) For full lodging for seven days per week - an amount equal to 7% of the adult basic wage.
- (c) Where, by mutual consent, part board and/or lodgings are provided, the deductions referred to in subclauses (a) and (b) of this clause, may be made on a pro rata basis. Non-resident employees shall not suffer any deduction for meals provided unless by mutual consent.

27. 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.

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

28. Savings Clause

- (a) No employee shall suffer a reduction in the salary enjoyed by that employee as a result of the implementation of this award.
- (b) An employee's conditions of employment, other than those provided in this award, shall not be altered as consequence of the introduction of this award.

29. Exemptions

An employee who is in receipt of a salary 10 per cent in excess of the rate applying from time to time for the Level 3 - Supervisor grade as set out in Table 1, Wage Rates of Part B, Monetary Rates, shall not be entitled to the benefits of clause 8, Hours, clause 9, Overtime, clause 10, Meal and Rest Breaks.

30. No Extra Claims

It is a term of this award that the union undertakes not to make or pursue any extra claims for improvements in wages or other terms and conditions of employment until 31 January, 2011.

31. Area, Incidence and Duration

- (a) This award replaces the Maintenance, Outdoor and Other Staff (Independent Schools) (State) Award 2004, published 11 February 2005 (348 I.G. 406) and all variations thereof in so far as that award applies to employees covered under this award employed by an employer bound by this award.
- (b) Subject to paragraph (c) this award shall apply to all employees as defined in clause 2, Definitions but shall not apply to:
 - (i) employees employed in a clerical or administrative capacity or as school assistants pursuant to the School Support Staff (Independent Schools) (State) Award 2004, published 15 April 2005, (350 I.G. 175).
 - (ii) persons employed as teachers;
 - (iii) persons employed as a cleaner, a catering employee, or in a boarding school as a housekeeper, security employee, laundry employee, or domestic employee;
 - (iv) employees of any cleaning, catering, security, laundry, gardening, building or domestic services contractor.
- (c) This award shall apply to recognised independent schools registered under the provisions of the *Education Act 2000* including the independent schools listed below:

Loreto Convent Kirribilli, St Ignatius College, St Stanislaus College, Kincoppal Rose Bay, and St Vincents College.

but excluding all other Catholic schools.
- (d) This award shall take effect from 16 February, 2007 and shall remain in force until 15 February 2010.

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

Adult Basic Wage: \$121.40 per week

Classification	From the first full pay period on or after 1 April 2007 per annum 4% \$	From the first full pay period on or after 1 February 2008 per annum 4% \$	From the first full pay period on or after 1 February 2009 per annum 4% \$	From the first full pay period on or after 1 February 2010 per annum 4% \$
Level 1 - General Hand				
Step 1	34,041	35,403	36,819	38,292
Step 2	35,362	36,776	38,247	39,777
Step 3	36,709	38,177	39,704	41,292
Level 2 - Qualified Trade	38,120	39,645	41,231	42,880
Level 3 - Supervisor	39,820	41,412	43,069	44,792

Apprentices	Percentage of Qualified Trade Rate of Pay for Level 3
1st Year	50
2nd Year	65
3rd Year	75
4th Year	90

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5 (a)	Meal Allowance - Overtime	\$12.14
2	5 (c) (i)	Own Car Allowance for vehicle 1500 cc or under for vehicle over 1500 cc	\$98.32 per week \$121.54 per week
3	5 (c) (ii)	Own Car Allowance for use on casual or incidental basis	0.58c per km
4	5 (e)	Laundering Allowance Uniforms	\$7.52 per week \$1.50 per shift
5	5 (f)	Broken Shift Allowance (Bus Drivers)	\$5.37 per day \$26.85 per week
6	5 (g)	Excess Fares Allowance (Bus Drivers)	\$3.22 per day \$16.10 per week

Table 2 (a) - First-Aid Allowance

	Rates effective from the first full pay period on or after 1 April 2007 \$ 4%	Rates effective from the first full pay period on or after 1 February 2008 \$ 4%	Rates effective from the first full pay period on or after 1 February 2009 \$ 4%	Rates effective from the first full pay period on or after 1 February 2010 \$ 4%

First Aid and Medication Allowance (clause 5(d))	\$4.41 per day	\$4.59 per day	\$4.77 per day	\$4.96 per day
	\$22.06 per week	\$22.94 per week	\$23.86 per week	\$24.82 per week

PART C

REDUNDANCY

- 1.1 This Part shall apply in respect of full-time and part-time persons employed in the classifications specified by the award.
 - 1.2 This part shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
 - 1.3 Notwithstanding anything contained elsewhere in this award, the provisions of this part shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
 - 1.4 This part shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
2. EMPLOYERS DUTY TO NOTIFY AND DISCUSS
- 2.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
 - 2.2 The employer shall discuss with the employees effected and the union to which they belong the introduction of such changes and the likely effect on the employees and the measures taken to avert or mitigate the adverse effects of such changes.
 - 2.3 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
3. DISCUSSIONS BEFORE TERMINATIONS
- 3.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
 - 3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause 3.1 of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
 - 3.3 For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any

employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

4. NOTICE FOR CHANGES IN PRODUCTION, PROGRAM, ORGANISATION OR STRUCTURE

4.1 This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, program, organisation or structure in accordance with clause 2 of this part.

4.1.1 In order to terminate the employment of an employee the employer shall give to the employee the following notice:

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

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

4.1.3 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.2 Notice for Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with clause 2 of this part.

4.2.1 In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.

4.2.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.2.3 The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

4.3 Time off during the notice period

4.3.1 During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

4.3.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

4.4 Employee leaving during the notice period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this part had the

employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.5 Statement of employment

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

4.6 Notice to Commonwealth Employment Service

Where a decision has been made to terminate employees, the employer shall notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

4.7 Department of Social Security Employment Separation Certificate

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

4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in clause 2 of this part, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

5. SEVERANCE PAY

5.1 Where an employee is to be terminated pursuant to clause 4 of this part, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

5.1.1 If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

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

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

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

5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

5.1.3 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

5.2 Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 5.1 above will have on the employer.

5.3 Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1 if the employer obtains acceptable alternative employment for an employee.

M. SCHMIDT *J*

Printed by the authority of the Industrial Registrar.

BOARDING HOUSE STAFF (INDEPENDENT SCHOOLS) (STATE) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 196 of 2007)

Before The Honourable Justice Schmidt

7 March 2007

AWARD

PART A

1. Arrangement

PART A - CONDITIONS

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Wages
4.	Payment of Wages
5.	Contract of Employment
5A.	Secure Employment
6.	Hours of Work
7.	Sick Leave
8.	Annual Leave and Payment on Termination
9.	Annual Leave Loading
10.	Long Service Leave
11.	Parental Leave
12.	Carer's Leave
13.	Bereavement Leave
14.	Jury Service
15.	Disputes Procedure
15A.	Anti-Discrimination
16.	Supervision of Students
17.	Higher Duties
18.	Travelling Expenses and Allowances
19.	Superannuation
20.	Remuneration Package
21.	Savings Clause
22.	No Extra Claims
23.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wage Rates

Table 2 - Other Rates and Allowances

ATTACHMENT A

Disputes Settlement Procedure

2. Definitions

- (i) "Award" means the Boarding House Staff (Independent Schools) (State) Award.
- (ii) "Employee" means a person who is employed with responsibility for the pastoral care and supervision of students in a boarding house.
- (iii) "Employer" means the employer of an employee to whom the award applies.
- (iv) "Part-time Employee" means an employee who works a constant number of hours each week which is less than 38 hours per week.
- (v) "Casual Employee" means an employee engaged and paid as such.
- (vi) "Temporary Employee" means an employee employed for a specific purpose to work full-time or part-time for a period not to exceed 24 months.
- (vii) "Union" means the New South Wales Independent Education Union.
- (viii) "Shift" shall mean the defined hours of duty (including broken periods) allocated to an employee in accordance with the work roster for any 24 hours period.

3. Wages

- (i) The minimum weekly rate of pay for employees shall, subject to the other provisions of this award, be calculated by dividing the salaries set out in Table 1 - Wage Rates, of Part B - Monetary Rates, by 52.14.
- (ii) Classifications

An employee shall be initially appointed to the appropriate level as determined by the employee's skills and duties required to be performed in the position, as set out below:

- (a) A Level 1 position is one where the employee undertakes basic duties to assist the person in charge of the boarding house in the daily routines involving the care of students and the general functions of the boarding house.
 - (b) A Level 2 position is one where the employee carries out the duties of a Level 1 employee but while actively on duty may deputise as required from time to time for the person in charge of the boarding house.
 - (c) A Level 3 position is one where the employee is responsible for the management of a boarding house and has a significant concern for the welfare of the students. Duties include the maintenance of effective communication with the parents of students and the supervision of other staff covered by this award in the boarding house.
 - (d) A Level 4 position is one where the employee is responsible to the Principal of a school for the overall supervision of the recreational and personal general welfare of all students and has overall responsibility for the administration of two or more boarding houses.
- (iii) Part-time Employees

Part-time employees shall be paid at the same weekly rate as a full-time employee with the corresponding classification but in that proportion which the number of hours for which the part-time

employee is rostered to work bears to the number of hours for which a full-time employee at that boarding house is rostered to work.

(iv) Casual Employees

Casual employees shall be paid:

- (a) at the same weekly rate as a full-time employee with the corresponding classification but in that proportion which the number of hours rostered to be worked by the casual employee bear to the hours rostered to be worked by the full-time employee at that boarding house; plus
- (b) 25 per cent of that amount (inclusive of payment in lieu of annual holidays required to be paid under the *Annual Holidays Act 1944*).

(v) The hourly rates for part-time and casual employees shall be calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.

4. Payment of Wages

- (i) The wages payable to an employee other than a casual employee shall be payable at the employer's discretion either weekly, fortnightly or half-monthly.
- (ii) Wages payable to an employee shall be payable, at the employer's discretion, by either cash, cheque or electronic funds transfer into an account nominated by the employee.

5. Contract of Employment

- (i) On appointment, the employer shall provide full-time and part-time employees with a letter of appointment setting out the following:
 - (a) the classification and rate of pay of the employee;
 - (b) the rostered number of hours to be worked each week and the number of weeks to be worked throughout the year.
- (ii) Except for the first week of employment, the employment of a full-time or part-time employee may be terminated by four weeks notice given by either party or by the payment or forfeiture, as the case may be, of four weeks wages in lieu of notice. This shall not affect the right of the employer to summarily dismiss any employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only.

NOTATION: Reference should be made to Federal legislation which may require more than four weeks notice to be given by employers when terminating the services of an employee in some instances.]

- (iii) In the case of a casual employee, one day's notice shall be given by either party.
- (iv) On the termination of employment the employer shall, at the request of the employee, give to such employee a statement signed by the employer stating the period of employment, the employee's classification, and when the employment terminated.

(v) Redundancy

See Part C - Redundancy

5A. Secure Employment

(i) 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.

(ii) 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 sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph (ii)(a), upon receiving notice under paragraph (ii)(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 (ii)(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (ii)(c), discuss and agree upon:
- (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

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

- (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.
- (iii) Occupational Health and Safety
- (a) 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.
 - (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):
 - (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.
 - (c) Nothing in this subclause (iii) 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*.
- (iv) 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.
- (v) 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.

6. Hours of Work

- (i) An employee rostered on duty during meal times shall be entitled to a meal and shall be allowed sufficient time to have such meal.

All employees shall be entitled to 48 hours off duty each week or 96 hours off each fortnight, at a time mutually convenient to the employer and the employee. Such time off shall be consecutive, as far as practicable, unless the employee and employer agree otherwise.

- (ii) The rostered hours of work for full-time employees shall not exceed 172 hours in any period of four school term weeks. Rostered hours include a period where the employee is required to be available for duty other than a period overnight when the employee is sleeping on the premises. Both parties recognise the need for flexibility in this area of employment.

7. Sick Leave

An employee, with the exception of a casual employee who is unable to attend for duty during the employee's working hours by reason of personal illness or incapacity not due to the employee's own serious and wilful misconduct, shall be entitled to be paid for the time of such non-attendance subject to the following:

- (i) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to payment under the *Worker's Compensation Act 1987*.
- (ii) The employee shall, as soon as reasonably practicable and in any case prior to what would have been the normal commencement time, inform the employer of the employee's inability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of absence.
- (iii) Other than in respect of the first two days absence in respect of sickness in any year an employee shall, upon request, provide a medical certificate addressed to the employer or, if the employer requires, to the school medical officer. Notwithstanding the foregoing the employer may require other evidence of sickness.
- (iv) The employee shall, in respect of any year of continued employment, be entitled to ten days sick leave per year of service on full pay. Any period of paid sick leave allowed by the employer to an employee in any such year shall be deducted from the period of sick leave which may be allowed or carried forward under this award in respect of such year.
- (v) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year. Sick leave will accumulate indefinitely. Current sick leave entitlements shall be exhausted before accumulated leave is taken.
- (vi) Service prior to the first full pay period on or after 1 April 2007 will be taken into account for the purpose calculating sick leave accumulation in accordance with the award or any agreement applying to the employee prior to that date. Service prior 1 May 1995 shall not be taken into account in determining accumulated sick leave entitlements provided that an employee shall retain sick leave, if any, accumulated pursuant to a contract of employment prior to that date.
- (vii) For the purposes of this clause a year means a year of service.
- (viii) Notwithstanding the provisions of subclause (iv) of this clause, the sick leave entitlement of a part-time employee shall be in that proportion which the number of hours rostered to be worked by the part-time employee in a week bears to the number of hours rostered to be worked in a week by a full-time employee at that boarding house.

8. Annual Leave and Payment on Termination

- (i) All employees, other than casual employees, shall receive four weeks paid annual leave in accordance with the *Annual Holidays Act 1944* such leave normally to be taken during the boarding house summer pupil vacation period.

- (ii) The provisions of the *Annual Holidays Act*, 1944 shall apply with respect to pro-rata payment on termination.

9. Annual Leave Loading

- (i) A leave loading equivalent to 17.5 per cent of four weeks' salary shall be paid to an employee, other than a casual employee, who has completed twelve months' continuous service with the employer.
- (ii) The loading is the amount payable for the period at the rate of 17.5 per cent of the employee's weekly rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing the annual holiday but shall not include any allowances or any other payments prescribed by this award.
- (iii)
- (a) No loading is payable to an employee who takes annual holidays wholly or partly in advance; provided that, if the employee continues until the day when they would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (ii) of this clause applying the award rates of wages payable on that day.
- (b) Notwithstanding the provisions of paragraph (a) of this subclause, an employee shall be paid an annual holiday loading where the annual holiday is taken by agreement wholly or partly in advance during the summer pupil vacation period. The employee shall be entitled to the fraction of four weeks holiday loading as is equal to the number of weeks worked by the employee in that school year compared to the number of weeks in the year since the school service date.
- (iv)
- (a) Where the employment of an employee is terminated by the employer for a cause other than misconduct, and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with subclause (ii) of this clause, for the period not taken.
- (b) Except as provided in paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.

10. Long Service Leave

- (i) Applicability of *Long Service Leave Act* 1955.

Except in so far as expressly varied by the provisions of this clause the provisions of the *Long Service Leave Act* 1955 shall apply.

- (ii) Quantum of Leave

Subject to subclause (iii) of this clause, the amount of long service leave to which an employee shall be entitled shall:

- (a)
- (A) in the case of an employee who has completed ten years service be in respect of such service - 10.5 weeks; and
- (B) in respect of each additional five years of service with the employer since the employee last became entitled to long service leave - 5.25 weeks; and
- (C) on the termination of the employee's services in respect of the number of years service with the employer completed since the employee last became entitled to an amount of

long service leave, a proportionate amount on the basis of 1.05 weeks for each completed year of service; and

- (b) in the case of an employee who has completed five years adult service with an employer and whose services with the employer are terminated or cease for any reason other than misconduct be a proportionate amount on the basis of 10.5 weeks for ten year's service (such service to include service with the employer as an adult and otherwise than as an adult).

(iii) Calculation of Entitlement

In the case of an employee whose service with an employer began before 1 May 1995 and whose service would entitle the employee to long service leave under this clause, the amount of long service leave to which the employee shall be entitled shall be the sum of the following amounts:

- (a) the amount calculated on the basis of the provisions of the *Long Service Leave Act 1955* in respect of the period of service before 1 May 1995; and
 - (b) an amount calculated on the basis of the provisions of this clause from 1 May 1995.
- (iv) The service of an employee with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the employee taking maternity leave (including paid and unpaid leave) or approved leave without pay, but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.
- (v) Any long service leave shall be inclusive of any public holidays and other pupil vacation periods falling within the period of such leave.

11. Parental Leave

(a) Maternity Leave

- (i) Subject to subparagraph (iii) of this paragraph, an employee who takes unpaid maternity leave of at least twelve weeks under the provisions of the *Industrial Relations Act 1996* must be paid under this clause.
- (ii) The amount of paid leave for an employee who takes leave shall be twelve weeks.
- (iii) Where an employee gives birth to a second and subsequent child following a period of maternity leave and has not returned to work before the birth of the second or subsequent child, the employee will not be entitled to an additional twelve weeks payment in accordance with paragraph (a)(i) of this subclause. However, the employee will be entitled to unpaid maternity leave in accordance with Part 4 of Chapter 2 of the *Industrial Relations Act 1996*.
- (iv) The employee must be paid at the rate the employee was paid at the time of commencing leave.
- (v) The employee must be paid:
 - (A) at the usual times and intervals that other employees are paid at the school, or
 - (B) if the employee asks two weeks in advance and the School agrees, in a lump sum.
- (vi) The employer must pay the first or lump sum payments at the pay period commencing closest to:
 - (A) six weeks before the anticipated date of birth, or
 - (B) if the birth occurs before the time referred to in (a), the date of the birth; or
 - (C) if the employee has not commenced maternity leave at the time referred to in (A), when the employee commences leave.

- (vii) If an employee's pregnancy is terminated other than by the birth of a living child:
 - (A) more than 20 weeks before the anticipated date of birth the employee is not entitled to the payment;
 - (B) less than 20 weeks before the anticipated date of birth the employee is entitled to the payment while she remains on leave.
- (viii) The period of maternity leave will not count as a period of service under this award or any statute.
- (ix) Except as varied by this provision, Part 4 of Chapter 2 of the Industrial Relations Act 1996 shall apply.

Notation:

- (i) Where possible maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term. However this does not diminish the right of an employee to proceed on leave on the date she nominates in accordance with the *Industrial Relations Act 1996*.
- (ii) In order to facilitate the desirable practice referred to in (i) above, the employers are prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the *Industrial Relations Act 1996*, should the employee agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.

(b) Paternity Leave

- (i) An employee who takes paternity leave shall be entitled to 2 weeks paid leave commencing on the day of birth of his child or on the day on which his spouse leaves hospital following the birth. This paid leave is to be deducted from Carer's Leave available to the employee pursuant to clause 12 of this award (NB: spouse means a spouse as defined in Clause 12 Carer's Leave).
- (ii) An employee shall be required to give at least 10 weeks written notice of the intention to take leave and shall provide other notice consistent with the provisions of section 58 (2) of the *Industrial Relations Act 1996*.

(c) Adoption Leave

An employee shall be entitled to twelve weeks paid leave for the purpose of adopting any child providing the leave is taken on or after 1 April 2007 and before the child reaches full-time enrolment age, provided that an employee who commences adoption leave prior to 1 April 2007 shall be entitled to nine weeks paid leave.

(d) Parental Leave Entitlement for Casual Employees

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

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

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

(e) Right to request

(i) An employee entitled to parental leave may request the employer to allow the employee:

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

to assist the employee in reconciling work and parental responsibilities.

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

(iii) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 11(e)(i)B and 11(e)(i)C must be recorded in writing.

(iv) Request to return to work part-time

Where an employee wishes to make a request under subparagraph (i) (C) of this subclause, such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

(f) Communication during parental leave

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

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

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

(iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subparagraph (i).

12. Carer's Leave

12.1 Use of Sick Leave

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this subclause who needs the employee's care and

support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 7 of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

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

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned; and
 - (ii) the person concerned being:
 - (A) a member of the employee's immediate family; or
 - (B) a member of the employee's household.

The term 'immediate family' includes:

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

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

Where the parties are unable to reach agreement, the disputes procedure at clause 15 should be followed.

- (d) The employee shall not be entitled to paid carer's leave unless he or she notifies the Principal of the school (or a person deputised by the Principal) of the need for carer's leave and the estimated period of absence at the first available opportunity and where possible, before the first organised activity at the school on the day of absence. The employee will have sick leave credits available to the extent of the leave to be taken.
- (e) Notwithstanding paragraph (a) of this subclause, a part-time employee is only entitled to an amount of carer's leave in the same proportion the hours of a part-time employee bears to the hours of a full-time employee.
- (f) Any carer's leave taken in accordance with this clause shall be deducted from the sick leave entitlement of the employee in accordance with Clause 7 of the award.

12.2 Unpaid Leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subparagraph (ii) of paragraph (c) of subclause 12.1 of this clause who is ill or who requires care due to an unexpected emergency.

12.3 Annual Leave

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five annual leave days are taken.
- (d) An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

12.4 Make-up Time

An employee may elect, with the consent of their employer, to work 'make-up time', under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

12.5 Carer's Entitlement for casual employees

- (a) Subject to the requirements in paragraphs 12.1(b) and 12.1(d), casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in paragraph (c) of subclause 12.1 who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

13. Bereavement Leave

- (i) An employee shall, on the death of the spouse, father, mother, parent-in-law, brother, sister, child, step-child, grandparent or grandchild of the employee, be entitled to leave up to and including the day of the funeral of such relation. Such leave, for a period not exceeding three days in respect of any such death shall be without loss of any pay which the employee would have received if the employee had not been on such leave.
- (ii) The rights to such paid leave shall be dependent on compliance with the following conditions:
 - (a) satisfactory evidence of such death shall be provided by the employee if required by the employer; and
 - (b) the employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of leave entitlement under this award or otherwise.

- (iii) Bereavement leave shall be available to the employee in respect of the death of a member of the employee's immediate family or household, as defined in clause 12, Carer's Leave, of this award.
- (iv) Bereavement leave may be taken in conjunction with other leave available under subclauses 12.2, 12.3 and 12.4 of clause 12, Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the school.
- (v) Bereavement leave 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 person for whom the employee could have utilised Carer's Leave in sub-clause 12.5, provided that for the purpose of this bereavement leave entitlement, the casual employee need not have been responsible for the care of the person concerned. A casual employee must notify the employer as soon as practicable of the intention to access this entitlement and may be required to provide the employer with satisfactory evidence of such death.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

14. Jury Service

A full time or part-time employee required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The employee shall be required to reimburse to the employer any monies payable to the employee for such attendance (excluding reimbursement of expenses) which required the employee's absence from school.

The employee shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The employee shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

15. Disputes Procedure

- (i) Subject to the provisions of the *Industrial Relations Act 1996*, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question.
- (ii) Any grievance or dispute which arises shall, where possible, be settled by discussion between the staff member and the Principal in accordance with any procedures that have been adopted by the school.
- (iii) If no agreement is reached and if the staff member seeks assistance from the union or another person, the matter will be referred to the Association of Independent Schools by the union or that person and shall be dealt with in accordance with the agreement between the Association of Independent Schools and the union (see Attachment A).
- (iv) Should the matter not be resolved, it may be referred by either party to the Industrial Relations Commission of New South Wales for settlement.

15A. Anti-Discrimination

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

- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award that parties have obligations to take all reasonable steps to ensure that the operations 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:
 - any conduct or act which is specifically exempt for anti discrimination legislation:
 - offering or providing junior rates of pay to persons under 21 years of age;
 - any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 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.

16. Supervision of Students

During peak periods of the day additional personnel will be rostered for duty when dealing with large groups of children.

For the purposes of this clause, additional personnel may include teaching staff.

In determining supervisory levels, the school will recognise its obligation to maintain the appropriate duty of care.

17. Higher Duties

Employees required to temporarily perform duties in a higher grade for more than five days shall be paid at the higher grade rate for the whole period during which those duties are performed.

18. Travelling Expenses and Allowances

- (i) Travelling Expenses
 - (a) When an employee, in the course of their duty, is required by the employer to go to any place away from their usual place of employment, they shall be paid all reasonable expenses actually incurred.
 - (b) Any employee required to provide a motor car shall be paid extra per week at the rate set by Item 1 of Table 2 - Other Rates and Allowances, of Part B - Monetary Rates.
 - (c) Where an employee is required to use their motor car by their employer on a casual or incidental basis, they shall be paid the rate set by Item 2 of the said Table 2, during such use.
 - (d) If the employer provides a vehicle the employer shall pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.

(ii) First Aid and Medication Allowance

An employee who is required by the employer to perform first aid duty and/or who is required from time to time to dispense medication to pupils in accordance with the school's medication plan shall be paid an allowance as set by Table 3 of Part B - First Aid Allowance, provided that an employee shall not be rostered to perform first aid duty if the employee is not the current holder of appropriate first-aid qualifications, such as a certificate from the St John Ambulance or similar body.

Employees required to dispense medication shall receive written instructions relating to the administration and dosage of all medications, prior to the requirement to dispense, and where a particular medication requires that training be undertaken, such training shall be arranged and conducted during normal working hours at no expense to the employee.

19. Superannuation

(i) Fund

The New South Wales Non-Government Schools Superannuation Fund shall be made available by each employer to each employee.

(ii) Benefits

- (a) Except as provided in paragraphs (c), (d) and (f) of this subclause, each employer shall, in respect of each employee employed by the employer, pay contributions into a fund to which the employee is eligible to belong and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of three per cent of the employee's basic earnings.
- (b) Subject to paragraph (d) of this subclause, contributions shall be paid at intervals in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as agreed between each employer and the trustees of a fund.
- (c) An employer shall not be required to make contributions pursuant to this clause in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (d) Contributions shall commence to be paid from the beginning of the first pay period commencing on or after the employee's date of engagement.

Provided that if the employee has not applied to join a fund within six weeks of the employee's date of engagement the employer shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the employee applied to join a fund.

- (e) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (f) An employer shall make contributions pursuant to this award in respect of:
- (1) casual employees who earn in excess of the Casual Qualification Amount, calculated in accordance with subclause (iv) of this Clause, during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employee"); and
 - (2) qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue to the employee of his or her annual group certificate; provided that, prior to the immediately preceding 30 June, the employee has applied to join a fund.

- (g) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes of such employees, within two weeks of such approval the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the trust deed of such fund and of a letter from the Insurance and Superannuation Commissioner granting interim or final listing to the fund at a cost of 80 cents per page of such copies.
- (h) When a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this clause and also of the provisions of paragraph (d) of this subclause in the case of an employee other than a casual employee, and paragraph (f) in the case of a casual employee.

(iii) Transfers Between Funds

If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund but shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (e) of subclause (ii), Benefits, of this clause, or within three years after the last notification made by the employee pursuant to this subclause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

- (a) of the employee's application to join the other fund; and
- (b) that the employee has notified the trustees of the employee's former fund that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that fund.

(iv) Casual Qualification Amount

The "Casual Qualification Amount" referred to in subparagraph (1) of paragraph (f) of subclause (ii) of this clause is calculated by the following formula:

Level 1 employee casual hourly rate of pay x 152 or \$2,274.00, whichever is the greater.

20. Remuneration Package

- (i) This clause shall apply to those individual schools wishing to facilitate the provision of salary and benefit packages to individual members of staff covered by this award.
- (ii) For the purposes of this clause:
 - (a) "Benefits" means the benefits nominated by the employee from the benefits provided by the school and listed in paragraph (c) of subclause (iv) of this clause.
 - (b) "Benefit Value" means the amount specified by the school as the cost to the school of the Benefit provided, including Fringe Benefit Tax, if any.
 - (c) "Fringe Benefit tax" means tax imposed by the *Fringe Benefits Tax Act 1986*.

(iii) Conditions of Employment

Except as provided by this clause, employees must be employed at a salary based on a rate of pay, and otherwise on terms and conditions, not less than those prescribed by this award.

(iv) Salary Packaging

The school may offer to provide and the employee may agree in writing to accept:

- (a) the Benefits nominated by the employee; and

- (b) a salary equal to the difference between the benefit value and the salary which would have applied to the employee or under subclause (iii) of this clause, in the absence of an agreement under this subclause.
- (c) The available benefits are those made available by the school from the following list:
 - (1) superannuation;
 - (2) childcare provided by the school;
 - (3) other benefits offered by the school.
- (d) The school must advise the employee in writing of the benefit value before the agreement is entered into.
- (v) During the currency of an agreement under subclause (iv) of this clause:
 - (a) Any employee who takes paid leave on full pay shall receive the benefits and salary referred to in paragraphs (a) and (b) of subclause (iv) of this clause.
 - (b) If a employee takes leave without pay the employee will not be entitled to any benefits during the period of leave.
 - (c) if an employee takes leave on less than full pay he or she shall receive:
 - (1) the benefits; and
 - (2) an amount of salary calculated by applying the formula:
$$A = S \times P\% - [(100\% - P\%) \times B]$$
, where:
S = the salary determined by paragraph (b) of subclause (iv) of this clause.
P = the percentage of salary payable during the leave.
B = benefit value.
A = amount of salary.
 - (d) Any other payment under this award, calculated by reference to the employee's salary, however described, and payable:
 - (1) during employment; or
 - (2) on termination of employment in respect of untaken paid leave; or
 - (3) on death,

shall be at the rate of pay which would have applied to the employee under subclause (iii) of this clause, in the absence of an agreement under paragraphs (a) and (b) of subclause (iv) of this clause.

21. Savings Clause

This award is made on the understanding that the salaries and conditions existing for employees at the date on which this award takes effect shall not be reduced merely as a consequence of the coming into operation of this award.

22. No Extra Claims

It is a term of this award that the union undertakes not to make or pursue any extra claims for improvements in wages or other terms and conditions of employment until 31 January 2011.

23. Area, Incidence and Duration

- (i) This award shall apply to all persons of the classes herein provided for, employed in boarding houses conducted by or on behalf of non-government schools including the independent schools listed below but excluding all Catholic schools not listed.

Chevalier College, Bowral;
Kincoppal - Rose Bay School;
Loreto College, Normanhurst;
St Ignatius College, Riverview;
St Stanislaus College, Bathurst;
St Vincent's College, Potts Point.

Provided further that this award shall not apply to employees covered by:

- (1) Teachers (Independent Schools) (State) Award and employed as a teacher by that employer.
- (2) Miscellaneous Workers - Independent Schools and Colleges, &c. (State) Award.
- (3) The Royal New South Wales Institute for Deaf and Blind Children Employees' (State) Award.
- (4) Social and Community Services Employees (State) Award.

And provided further this award shall not apply to:

- (a) Members of a recognised religious order and/or Clerks in Holy Orders and/or Ministers of Religion [including a Minister/Teacher or a Missionary/Teacher who is a member of the Seventh Day Adventist Church and who is employed in a boarding school operated by a local Conference of the Australasian Division of the Seventh Day Adventist Church], provided that application may be made on behalf of any such member to be included within the scope of this award.
 - (b) Students primarily enrolled and undertaking a study at a university or a college of TAFE, who are provided with board and lodging without charge by an employer covered by this award and who are rostered to work not more than 80 hours per four weeks.
 - (c) Persons who are in full-time employment elsewhere other than at the school and are provided with board and lodging without charge seven days per week by an employer covered by this award and who are rostered to work not more than 80 hours per four weeks.
 - (d) G A P students who are gaining experience under a "school to school interchange programme" with an employer covered by this award.
- (ii) This award rescinds and replaces the Boarding House Staff (Independent Schools) (State) Award 2004 published 15 April 2005 (350 I.G. 157) and all variations thereof.
- (iii) This award shall take effect from 16 February 2007 and remain in force until 15 February 2010.

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

Level	From the first full pay period on or after 1 April 2007 \$ (4%)	From the first full pay period on or after 1 February 2008 \$ (4%)	From the first full pay period on or after 1 February 2009 \$ (4%)	From the first full pay period on or after 1 February 2010 \$ (4%)
1	37,746	39,256	40,826	42,459
2	41,030	42,671	44,378	46,153
3	44,311	46,084	47,927	49,844
4	49,234	51,203	53,251	55,381

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	Amount \$
1	18 (i)(b)	Own Car Allowance - for a vehicle 1500cc or under - for a vehicle over 1500cc	98.32 per week 121.54 per week
2	18 (i)(c)	Own Car Allowance for use on a casual or incidental basis	0.58 per km

Table 3 - First Aid Allowance

	Rates effect. from the first full pay period on or after 1 April 2007 \$ 4%	Rates effect. from the first full pay period on or after 1 February 2008 \$ 4%	Rates effect. from the first full pay period on or after 1 February 2009 \$ 4%	Rates effect. from the first full pay period on or after 1 February 2010 \$ 4%
First Aid and Medication Allowance Clause 18 (ii)	\$4.41 per day \$22.06 per week	\$4.59 per day \$22.94 per week	\$4.77 per day \$23.86 per week	\$4.96 per day \$24.82 per week

PART C**REDUNDANCY**

- 1.1 This Part shall apply in respect of full-time and part-time persons employed in the classifications specified by the award.
- 1.2 This part shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- 1.3 Notwithstanding anything contained elsewhere in this award, the provisions of this part shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 1.4 This part shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual

employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

2. Employers duty to Notify and Discuss

- 2.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- 2.2 The employer shall discuss with the employees effected and the union to which they belong the introduction of such changes and the likely effect on the employees and the measures taken to avert or mitigate the adverse effects of such changes.
- 2.3 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

3. Discussions before terminations

- 3.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- 3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause 3.1 of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- 3.3 For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

4. Notice for Changes in Production, Program, Organisation or Structure

- 4.1 This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, program, organisation or structure in accordance with clause 2 of this part.

- 4.1.1 In order to terminate the employment of an employee the employer shall give to the employee the following notice:

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

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

4.1.3 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.2 Notice for Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with clause 2 of this part.

4.2.1 In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.

4.2.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.2.3 The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any Act amending or replacing either of these Acts.

4.3 Time off during the notice period

4.3.1 During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

4.3.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

4.4 Employee leaving during the notice period

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

4.5 Statement of employment

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

4.6 Notice to Commonwealth Employment Service

Where a decision has been made to terminate employees, the employer shall notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

4.7 Department of Social Security Employment Separation Certificate

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

4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in clause 2 of this part, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

5. Severance Pay

5.1 Where an employee is to be terminated pursuant to clause 4 of this part, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

5.1.1 If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

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

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

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

5.1.3 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

5.1.4 Where an employee is subject to a reduction of working hours of 6 or more hours per fortnight, the reduction will be treated as a partial redundancy. A pro rata payment will be made in accordance with the severance payments set out in paragraphs 5.1.1 and 5.1.2 above.

5.2 Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 5.1 above will have on the employer.

5.3 Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1 if the employer obtains acceptable alternative employment for an employee.

ATTACHMENT A

SETTLEMENT PROCEDURE: AGREEMENT BETWEEN THE AIS AND THE IEU

1. UNDERLYING PRINCIPLES

The Association of Independent Schools and the New South Wales Independent Education Union each has responsibilities toward their respective members which are recognised and respected. The two organisations also have a number of interests in common. These include the recognition and acceptance of the following:

- A. The quality and public perception of independent schooling is of significance and both recognise that there is mutual responsibility to protect, promote, develop and enhance this sector of schooling in New South Wales.
- B. There is mutual benefit to their memberships in there being a working relationship between the two organisations which is built on professional attitudes and clearly established and recognised procedures.
- C. The individuality and authority of each independent school, as well as the individuality and rights of each staff member.
- D. The attitudes and interests in common include:
 - (i) An interest in helping to maintain a working environment in which quality education can be provided in a manner consistent with the school's aims and objectives and its philosophy.
 - (ii) A common view that quality education is most likely to be provided where there is recognition, encouragement and support for the professional attitudes, rights and growth of staff members as well as for their personal needs and developments and the industrial rights of all parties.
- E. The right of employee(s) and the employer(s) to seek assistance and advice from their respective associations.

2. OPERATIONAL PROCEDURES BETWEEN THE AIS AND THE IEU

The right of each organisation to deal with its members as it sees fit notwithstanding, it is agreed that the following will be the general principles upon which each organisation will approach the attempts to resolve difficulties that have not been resolved by direct discussion between the employer and employee concerned.

- A. Both organisations recognise that it is generally preferable for perceived problems to be discussed between the staff member and the Principal of the school concerned with a view to resolving the matter and that it is only when the normal employer/employee process does not achieve a mutually satisfactory result that it is appropriate for the matter to be discussed formally between the AIS and the IEU. This does not preclude earlier informal discussions where appropriate nor does it preclude discussion between the IEU and its members in a school as to the most appropriate method of resolving a problem.

- B. The IEU undertakes to refer to the AIS matters in which it seeks information from an independent school or to discuss the matters that are of concern to its members and to do this wherever possible before encouraging school staff and IEU chapters to pass resolutions about the matter.
- C. The AIS undertakes to respond by seeking discussions with the school to ascertain its wishes as to how (and where necessary, through whom) it wishes to proceed in dealing with the matter and to advise the IEU of the school's decision.
- D. The steps that will then follow will be determined to suit the particular matter but in general can be expected to be as follows:
- (i) The AIS and IEU will discuss the matter with a view to:
 - (a) identifying the facts of the matter to ensure that it is not misunderstandings that have created the problem;
 - (b) clarifying the issues and wishes of each of those involved;
 - (c) exploring the options that appear to be available;
 - (d) where possible, assisting the parties to arrive at a mutually satisfactory solution;
 - (e) nothing in the above diminishes the right of either party to refer any matter to the Industrial Relations Commission of New South Wales.
- E. As a general rule the school, the employee, the AIS and the IEU will maintain confidentiality to ensure that the dignity of the employee, the school and its personnel are maintained wherever possible.

The AIS and IEU will, where deemed advisable, prepare sufficient documents to confirm the agreement and assist in its implementation.

M. SCHMIDT *J*

CROWN EMPLOYEES (PUBLIC SECTOR - SALARIES 2007) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3596 of 2006)

Before The Honourable Justice Schmidt

1 February 2007

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

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Salaries
4.	Allowances
5.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
6.	Dispute Settlement Procedure
7.	Anti-Discrimination
8.	No Extra Claims
9.	Area, Incidence and Duration

Schedule A - List of Awards, Agreements and Determinations

Schedule B - Common Salary Points

PART B

MONETARY RATES

Table 1 - Rates of Pay

2. Definitions

In this Award:

- (i) "2004 Award" means the Crown Employees (Public Sector - Salaries 2004) Award made by the Industrial Relations Commission of New South Wales and published on 23 September 2005 (354 I.G. 1).
- (ii) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (iii) "DPE" means the Director of Public Employment, as established under the *Public Sector Employment and Management Act 2002*.
- (iv) "Employee" means and includes any person appointed to or performing the duties of any of the positions covered by the Awards, Agreements and Determinations listed in Schedule A to this Award.

3. Salaries

- (i) The salaries under this Award are payable to employees appointed to or performing the duties of any of the positions covered by the Awards, Agreements and Determinations listed in Schedule A to this Award.
- (ii) The salaries payable are prescribed in Part B, Monetary Rates, of this Award.
- (iii) The salaries prescribed in Part B reflect the salaries effective from the first pay period that commenced on or after 1 July 2006 including corrections to rates published in the 2004 Award, and 4% increase to salaries payable with effect from the first pay period to commence on or after 1 July 2007 contained in those Awards, Agreements and Determinations listed in Schedule A.

4. Allowances

- (i) The following allowances in the Awards, Agreements and Determinations in Schedule A are subject to adjustment in line with the salary increases in clause 3, Salaries of this Award:

Additional Responsibilities Allowance
All Incidents of Employment Allowance
Charge Hand Allowance
Community Language Allowance
Diving Allowance
Environmental Allowance
Extraneous Duties Allowance
First Aid Allowance
Flying Allowance
In-Lieu of Overtime Allowance
Leading Hand Allowance
Licence Allowances covered in Trade Based Groups Agreement No. 2301 of 1981 and the Crown Employees (General Staff Salaries) Award 2003
Officer-in-Charge Allowance
On-Call Allowance
Part-Time Building Managers/House Officers Allowance
Any Wage Related Allowances applicable to the Crown Employees (General Staff Salaries) Award 2003
Qualifications Allowances - where the qualification is deemed to be a requisite for the position in question
Resident Officers Allowance
Shift Allowances
Special Rates Allowance
Supervision Allowance
Service Increments expressed as a separate sum
Word Processing Allowance

- (ii) In addition to the allowances listed in subclause (i) of this clause, any other allowance in the Awards, Agreements and Determinations listed in Schedule A which is normally moved in accordance with salary increases is to be adjusted in line with the salary increase in clause 3, Salaries of this award.

5. Salary Packaging Arrangements, including Salary Sacrifice to Superannuation

- (i) The entitlement to salary package in accordance with this clause is available to:
 - (a) permanent full-time and part-time employees;
 - (b) temporary employees, subject to the Department or agency's convenience; and
 - (c) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause (vii).

- (ii) For the purposes of this clause:
- (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 3, Salaries, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- (iii) By mutual agreement with the Director of Public Employment (DPE), an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (a) a benefit or benefits selected from those approved by the DPE; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the DPE for the benefit provided to or in respect of the employee in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the DPE at the time of signing the Salary Packaging Agreement.
- (vii) Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- (viii) Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- (ix) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,

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

- (x) Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause (ix) of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) Where the employee makes an election to salary package:
 - (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 3, Salaries, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) The DPE may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (xiii) The DPE will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

6. Dispute Settling Procedure

All 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 agency, if required.

- (i) An employee is required to notify (in writing or otherwise) their immediate manager, as to the substance of the dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (ii) 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 appropriate agency head or Delegate.
- (iii) The immediate manager shall convene a meeting in order to resolve the dispute or difficulty within two (2) days, or as soon as practicable, of the matter being brought to attention.
- (iv) 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) days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the agency head.
- (v) The agency head may refer the matter to the Director of Public Employment (DPE) for consideration.
- (vi) In the event that the matter remains unresolved, the agency head shall provide a written response to the employee and any other party involved in the dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter
- (vii) An employee, at any stage, may request to be represented by an Association representative.

- (viii) The employee, or the Association on their behalf, or the agency 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.
- (ix) The employee, Association, Department and 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 dispute.
- (x) 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 employee or member of the public.

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 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

- (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. No Extra Claims

- (i) This Award provides the salary rates effective from the first pay period that commenced on or after 1 July 2006 including corrections to rates published in the 2004 Award, and pay increase of 4% with effect from the first pay period to commence on or after 1 July 2007.

- (ii) This increase arises from the agreement of the parties contained in the Memorandum of Understanding, Crown Employees (Public Sector Salaries), between the NSW Government and the Association entered into on 21 December 2004. That agreement was made in full and final settlement of IRC Matter No. 3817 of 2004. It formed the basis of the Crown Employees (Public Sector – Salaries 2004) Award for increases of 4% effective from the first pay period to commence on or after 1 July 2004, 4% effective from the first pay period to commence on or after 1 July 2005 and 4% effective from the first pay period to commence on or after 1 July 2006. This Crown Employees (Public Sector – Salaries 2007) Award provides for the final agreed salary increase of 4% effective from the first pay period to commence on or after 1 July 2007.
- (iii) The pay increase under this Award is provided on the basis that there shall be no further claims for changes to salaries, rates of pay or allowances during the term of the Memorandum of Understanding, Crown Employees (Public Sector Salaries), between the NSW Government and the Association entered into on 21 December 2004, except as provided for in the Memorandum.

9. Area, Incidence and Duration

- (i) This Award shall apply to employees employed in the classifications covered by the Awards, Agreements and Determinations listed in Schedule A of this Award.
- (ii) This Award shall not apply to:
 - (a) persons employed by the New South Wales Lotteries Corporation;
 - (b) persons falling within the operation of the Rural Lands Protection Boards Salaries and Conditions Award 2004; and
 - (c) persons falling within the operation of the Crown Employees (Institute Managers in TAFE) Salaries and Conditions Award.
- (iii) This Award rescinds and replaces the Crown Employees (Public Sector - Salaries January 2004) Award made by the Industrial Relations Commission of New South Wales and published on 23 September 2005 (354 IG 1).
- (iv) This Award shall take effect on and from 1 February 2007 and shall remain in force until 30 June 2008.

SCHEDULE A

LIST OF AWARDS, AGREEMENTS AND DETERMINATIONS

The wages, salaries and relevant allowances under this Award are payable to employees appointed to or performing the duties of any of the positions covered by the following Awards, Agreements and Determinations

Awards:

Crown Employees (Administrative and Clerical Officers - Salaries 2003) Award

Casino Control Authority - Casino Inspectors (Transferred from the Department of Gaming and Racing) Award 2004

Crown Employees (Aboriginal Housing Office 2004) Award

Crown Employees (Catering Officers - Department of Tourism, Sport and Recreation) Award

Crown Employees (Correctional Officers, Department of Corrective Services) Award 2004 for Kempsey, Dillwynia and Wellington Correctional Centres

Crown Employees (Court Officers Attorney General's Department) Award

Crown Employees (Department of Juvenile Justice - Detention Centres 2005) Award

Crown Employees (Department of Public Works and Services) Reviewed Award 2004

Crown Employees (Department of The Arts, Sport and Recreation - Centres and Academy Managers) Award 2006

Crown Employees Division Controllers (State Emergency Services 2005) Award

Crown Employees (Domestic Services Officers - Department of Agriculture) Award

Crown Employees (Environment Protection Authority New South Wales) Award

Crown Employees (Environmental Planning Officers 2003) Award

Crown Employees (General Assistants in Schools - Department of Education and Training) (State) Award

Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Corrective Services) Award 2005

Crown Employees (General Staff Salaries) Award 2003

Crown Employees (Geoscientist - Department of Mineral Resources) Award

Crown Employees (Graphic Service Operators - Department of Lands) Award

Crown Employees (Harness Racing New South Wales) Conditions of Employment Award

Crown Employees (Heritage Office 2003) Award

Crown Employees Historic Houses Trust (Gardens - Horticulture and Trades Staff) Award 2004

Crown Employees (Home Care Service of New South Wales - Administrative Staff) Award 2004

Crown Employees (Interpreters and Translators, Community Relations Commission) Award 2003

Crown Employees (Jenolan Caves Reserve Trust) Salaries Award

Crown Employees (Kingsford Smith Airport Travel Centre) Award 2003

Crown Employees (Land Information Officers - Department of Mineral Resources) Award

Crown Employees (Lands Officers, Department of Lands and Department of Infrastructure, Planning and Natural Resources 2003) Award

Crown Employees Learning and Development Officers (State Emergency Service 2004) Award

Crown Employees - Legal Officers (Crown Solicitor's Office, Legal Aid Commission, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office) Award

Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award 2005

Crown Employees (Lord Howe Island Board Salaries and Conditions 2004) Award

Crown Employees (Mine Safety and Environment Officers - Department of Mineral Resources) Award

Crown Employees (Museum of Applied Arts and Sciences - Casual Guide Lecturers) Award 2004

Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award

Crown Employees (New South Wales Attorney General's Department Reporting Services Branch Sound Reporters) Award 2003

Crown Employees (New South Wales Department of Ageing, Disability and Home Care) Community Living and Residential (State) Award 2004

Crown Employees (New South Wales Department of Ageing, Disability and Home Care) Residential Centre Support Services Staff (State) Award

Crown Employees (NSW Department of Commerce, Government Chief Information Office and OICT Projects, Office of Public Works and Services) Award 2005

Crown Employees (NSW Department of Lands - Conditions of Employment) Award 2004

Crown Employees (NSW Department of Tourism, Sport and Recreation - Program Officers) Award

Crown Employees (NSW Fisheries Salaries and Conditions of Employment) Award

Crown Employees (NSW Food Authority - Food Safety Officers) Award

Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2006

Crown Employees (NSW Police Administrative Officers and Temporary Employees - Salaries 2006) Award

Crown Employees (NSW Police Communications Officers) Award

Crown Employees (NSW Police Special Constables) (Police Band) Award

Crown Employees (NSW Police Special Constables (Security)) Award

Crown Employees (NSW TAFE Commission - Administrative and Support Staff Conditions of Employment) Award 2005

Crown Employees (Officer in Charge Allowance - NSW Agriculture) Award

Crown Employees (Operational Staff - NSW Agriculture) Award

Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Consent Award 2004

Crown Employees (Parliamentary Electorate Officers) Award

Crown Employees (Parliament House Conditions of Employment 2004) Award

Crown Employees (Physiotherapists, Occupational Therapists, Speech Pathologists and Music Therapists) Award

Crown Employees (Prison Officers, Department of Corrective Services) Award

Crown Employees (Professional Officers - Department of Agriculture) Award

Crown Employees (Psychologists) Award

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006

Crown Employees (Regulatory Officers - Department of Agriculture) Award

Crown Employees (Research Scientists 2004) Award

Crown Employees (Resource NSW) Award 2005

Crown Employees (Roads and Traffic Authority of New South Wales - Salaried Staff Conditions of Employment) Award

Crown Employees (Roads and Traffic Authority of New South Wales - School Crossing Supervisors) Award

Crown Employees (Roads and Traffic Authority of New South Wales - Toll Plaza Officers) Award

Crown Employees (Rural Fire Service Salaries and Conditions of Employment 2003) Award

Crown Employees (School Administrative and Support Staff) Award

Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Corrective Services) Award 2005

Crown Employees (Senior Officers Salaries 2004) Award

Crown Employees (Services Officers - Department of Tourism, Sport and Recreation) Award

Crown Employees (Sheriff's Officers) Award 2004

Crown Employees (State Emergency Service Communication Centre - Continuous Shift Workers) Award 2006

Crown Employees (State Library Security Staff) Award 2004

Crown Employees (Sydney Harbour Foreshore Authority 2003) Award

Crown Employees (Technical Officers - Treasury) Award

Crown Employees (Technical Staff - NSW Agriculture) Award

Crown Employees (Tipstaves to Justices) Award

Crown Employees (Trades Assistants) Award

Crown Employees (WorkCover Authority - Inspectors) Award

Exhibition Project Managers and Officers Australian Museum Award

Forestry Commission of New South Wales (Trading as State Forests of NSW) Senior Staff Award

Forestry Field Officers (Forestry Commission of New South Wales) Award

Greyhound Racing Authority (NSW) Award

New South Wales Department of Community Services (After Hours Service) Award

Senior Managers (National Parks and Wildlife Service) Award 2004

Zoological Parks Board of New South Wales Employees' (State) Award

Agreements and Determinations:

Architects etc. Agreement No. 1733 of 1971

Artists, etc., Australian Museum; Designers and Senior Designer, National Parks & Wildlife Service; Artist, Chief, Exhibitions Department and Keeper of Exhibits, Museum of Applied Arts and Sciences Agreement No. 2196 of 1975

Bandmaster, Department of Corrective Services, Determination No. 936 of 2004

Cadet Conditions and Rates of Pay, Various Departments Determination No. 938 of 2004

Cartographers, Engineering Survey Drafting Officers, Survey Drafting Officers, Photogrammetrists, Computers All Departments Agreement No. 2439 of 1982

Casual Drug Counsellors - Department of Corrective Services Determination No. 935 of 2004

Clerical Officers Agreement No. 2515 of 1988 and Determination No. 877 of 1989

Computer Operators - Salaries - Public Service Board Determination No. 642 of 1981 and Determination No.801 of 1983

Computer Systems Officers -TAFE - Public Service Board Determination

Conservators, Cultural Institutions Agreement No. 2504 of 1987

Co-ordinators and Directors Community Justice Centres, Department of the Attorney General Determination No. 808 of 1983

Coordinator, Visual Arts, Long Bay Correctional Complex - Department of Corrective Services Determination No. 929 of 2002

Curators and Registrars Cultural Institutions Agreement No. 2508 of 1987

Dental Auxiliaries (TAFE) - Public Service Board Advice 77/4514 of 14.7.82

Departmental Professional Officers Determination No. 866 of 1987

Department of Transport Officers Employment Conditions Agreement No. 2548 of 1998

Education Officer Department of Training and Education Co-ordination Determination No. 912 of 1996

Engineers Agreement No. 1734 of 1971

Escorts and Travelling Attendants Agreement No. 2270 of 1980

Gardening, Parks and Horticultural and Landscape Staff Amending Agreement No. 2320 of 1982; Gardening, Parks and Horticultural and Landscape Staff Agreement No. 2266 of 1980; Determination No. 767 of 1982

General Division Driver/Assistant etc Various Departments Agreement No. 2478 of 1985

General Division (Trade Based Groups) Agreement No. 2301 of 1980; Amending Agreement No. 2317 of 1981; Determination No. 764 of 1982

Glenfield Park School Staff, Department of Education, Determination No. 787 of 1983

Guidance Officer, Department of Industrial Relations; Research Officers, Division of Vocational Guidance Services, Department of Industrial Relations, Department of Corrective Services, Department of Family and Community Services, Department of Health NSW; Research Officers (Non-Legally Qualified) Law Reform Commission, Department of Attorney General; Psychologists, Department of Health NSW, Department of Corrective Services, Department of Family and Community Services; Research Anthropologists, Department of Health NSW; Rehabilitation Counsellor Workers Compensation Commission Agreement No. 2405 of 1982; Amending Agreement No. 2520 of 1989

Interpretive Assistants, National Parks and Wildlife Service, Industrial Authority Determination

Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officers (Scientific) and Senior Technical Officer (Scientific), Various Departments Agreement No. 2369 of 1982

Legal Officers, Various Departments Agreement No. 2375 of 1982

Maintenance Officer State Library of NSW, Determination No 939 of 2004

Media Monitoring Unit, Premier's Department Agreement No. 2546 of 1997

Miscellaneous Professional Officers, Department of Water Resources Agreement No. 2535 of 1991

Parliament House, Administrative and Clerical Officers, Determinations of the Presiding Officers

Parliament House, Other Clerical Officers, Determinations of the Presiding Officers

Parliamentary Attendant Staff, Determinations of the Presiding Officers

Parliamentary Staff (Security Officers, Attendants/Gatekeepers, Joint Services Staff, Food and Beverages Staff) Agreement No. 2379 of 1981, Agreement No. 2381 of 1981, Agreement No. 2382 of 1981

Parole Officers, Department of Corrective Services Industrial Authority Determination

Petty Sessions Officers - Local Courts Administration Determination No. 741 of 1982

Pharmacists Agreement No. 2441 of 1982

Pilots Forestry Commission Determination No. 843 of 1985

Publicity Officers and Public Relations Officers Agreement No. 2126 of 1975

Scientific Officers Various Departments Agreement No. 2433 of 1982

Security Officers and Senior Security Officers, Various Departments Determination No. 768 of 1982

Social Workers, Various Departments Agreement No. 2374 of 1982

Stores Officers Various Departments; Agreement No. 2038 of 1973; Determination 534 of 1978; Determination 747 of 1982

Student Association Officer, Department of Technical and Further Education Determination No. 5 of 2001

Surveyors, Trigonometrical Surveyors and Cartographic Surveyors, Various Departments Agreement No. 2449 of 1982

Technical Officers (Engineering) Determination No. 803 of 1983

Technical Surveyors, All Departments Agreement No. 2494 of 1986

Technician (Security Services), Department of Education and Training, Public Service Board Determination dated 4 February 1988

Timekeepers and/or Storekeepers, Various Departments (other than State Dockyards) Salaries Agreement No. 2418 of 1982

Tracers, Various Departments, Agreement No.2192 of 1975

Visual Aids Officers Agreement No.1810 of 1971

SCHEDULE B**COMMON SALARY POINTS**

(i) History of the Crown Employees (Common Salary Points) Award:

This Schedule contains a summary of the Crown Employees (Common Salary Points) Award made 30 July 1990 published 276 IG 941 and erratum 277 IG 576.

The parties have agreed to the rescission of the Crown Employees (Common Salary Points) Award in accordance with the s19 Award Review process, and to the inclusion of a summary of the award as a schedule to the Crown Employees (Public Sector - Salaries January, 2000) Award and any replacement award, until such time as a new classification and grading system has been agreed and implemented by the parties.

The Crown Employees (Common Salary Points) Award was introduced under the Structural Efficiency Principle to establish a set of 130 common salary points, replacing about 1400 salary points spread across about 500 separate classifications in the NSW public service. The introduction of common salary points allowed for the simplification of pay structures, the encouragement of the review and redesign of jobs to improve work arrangements and the simplification of pay administration.

Summary of the Crown Employees (Common Salary Points) Award

The Crown Employees (Common Salary Points) Award applied to all persons employed by an organisation specified in Table 1 for whom an annual salary rate was prescribed by an award specified in Table 2 or by an agreement or determination but did not include a person who was occupying a position specified in Table 3.

It took effect from the beginning of the first full pay period to commence on or after 1 July 1991. The annual salary rates applicable to the various classifications of employees were to be drawn from the common salary points prescribed by Table 4. The actual common salary points applicable to a particular classification of employees were to be prescribed by an award, agreement or determination. Annual salary rates prescribed by an award, agreement or determination that exceeded the rate prescribed by the highest common salary point were not affected by the award.

Table 1: Organisations

Table 2: Awards

Table 3: Classifications (by organisation) excluded

Table 4: Common salary points

(ii) Current Common Salary Points

These Common Salary Points apply only to the classifications contained in this Award, as appropriate. Prior relationships between salaries and Common Salary Points continue, but there is no extension of their use by the making of this Award. Where Common Salary Points have been identified in this Award the CSP Numbers have been noted next to the salary rates to assist calculation and checking.

COMMON SALARY POINTS			
		1.7.06 Per annum	1.7.07 Per annum +4%
		\$	\$
Common Salary Point:	1	18,108	18,832
	2	19,322	20,095
	3	20,340	21,154
	4	21,566	22,429
	5	22,935	23,852
	6	24,473	25,452
	7	26,014	27,055

	8	27,796	28,908
	9	29,477	30,656
	10	31,177	32,424
	11	31,464	32,723
	12	31,744	33,014
	13	32,062	33,344
	14	32,395	33,691
	15	32,702	34,010
	16	33,078	34,401
	17	33,910	35,266
	18	34,243	35,613
	19	34,543	35,925
	20	34,836	36,229
	21	35,168	36,575
	22	35,495	36,915
	23	36,310	37,762
	24	36,667	38,134
	25	36,969	38,448
	26	37,268	38,759
	27	37,568	39,071
	28	37,885	39,400
	29	38,276	39,807
	30	38,602	40,146
	31	38,910	40,466
	32	39,286	40,857
	33	39,605	41,189
	34	39,976	41,575
	35	40,300	41,912
	36	40,710	42,338
	37	41,099	42,743
	38	41,441	43,099
	39	41,868	43,543
	40	42,214	43,903
	41	42,688	44,396
	42	43,024	44,745
	43	43,450	45,188
	44	43,773	45,524
	45	44,199	45,967
	46	44,538	46,320
	47	45,007	46,807
	48	45,381	47,196
	49	45,848	47,682
	50	46,291	48,143
	51	46,652	48,518
	52	47,127	49,012
	53	47,530	49,431
	54	47,945	49,863
	55	48,419	50,356
	56	48,874	50,829
	57	49,305	51,277
	58	49,792	51,784
	59	50,312	52,324
	60	50,779	52,810
	61	51,292	53,344
	62	51,776	53,847
	63	52,385	54,480
	64	52,894	55,010
	65	53,338	55,472
	66	53,969	56,128

	67	54,520	56,701
	68	54,920	57,117
	69	55,550	57,772
	70	56,097	58,341
	71	56,659	58,925
	72	57,142	59,428
	73	57,732	60,041
	74	58,190	60,518
	75	58,777	61,128
	76	59,424	61,801
	77	59,933	62,330
	78	60,631	63,056
	79	61,116	63,561
	80	61,779	64,250
	81	62,334	64,827
	82	63,007	65,527
	83	63,621	66,166
	84	64,182	66,749
	85	64,854	67,448
	86	65,434	68,051
	87	66,128	68,784
	88	66,796	69,468
	90	67,468	70,167
	90	68,137	70,862
	91	68,794	71,546
	92	69,431	72,208
	93	70,160	72,966
	94	70,913	73,750
	95	71,661	74,527
	96	72,412	75,308
	97	73,138	76,064
	98	73,938	76,896
	99	74,648	77,634
	100	75,411	78,427
	101	76,142	79,188
	102	76,872	79,947
	103	77,580	80,683
	104	78,283	81,414
	105	79,081	82,244
	106	79,882	83,077
	107	80,679	83,906
	108	81,479	84,738
	109	82,288	85,580
	110	83,095	86,419
	111	83,907	87,263
	112	84,724	88,113
	113	85,540	88,962
	114	86,356	89,810
	115	87,211	90,699
	116	88,066	91,589
	117	88,942	92,500
	118	89,825	93,418
	119	90,811	94,443
	120	91,800	95,472
	121	92,589	96,293
	122	93,374	97,109
	123	94,413	98,190
	124	95,451	99,269
	125	96,504	100,364

	126	97,552	101,454
	127	98,573	102,516
	128	99,607	103,591
	129	100,725	104,754
	130	101,849	105,923

PART B**MONETARY RATES****AWARDS****Crown Employees (Administrative and Clerical Officers - Salaries 2003) Award**

Administrative and Clerical Officers			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Clerks General Scale			
1st year of service or 18 years	7	26,014	27,055
2nd year of service Minimum at 20 years	11	31,464	32,723
3rd year of service Minimum at 21 years	17	33,910	35,266
4th year of service	20	34,836	36,229
5th year of service	23	36,310	37,762
6th year of service	25	36,969	38,448
7th year of service	28	37,885	39,400
8th year of service	32	39,286	40,857
9th year of service	36	40,710	42,338
10th year of service	40	42,214	43,903
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No. 202 of 1979 shall be paid by way of allowance above 10th year of the General Scale.	-	44,020	45,781
Minimum for employee with Higher School Certificate Qualification at 19 years of age	9	29,477	30,656
Grade 1			
1st year of service	46	44,538	46,320
Thereafter	49	45,848	47,682
Grade 2			
1st year of service	52	47,127	49,012
Thereafter	55	48,419	50,356
Grade 3			
1st year of service	58	49,792	51,784
Thereafter	61	51,292	53,344
Grade 4			
1st year of service	64	52,894	55,010
Thereafter	67	54,520	56,701
Grade 5			
1st year of service	75	58,777	61,128
Thereafter	78	60,631	63,056
Grade 6			
1st year of service	82	63,007	65,527
Thereafter	85	64,854	67,448
Grade 7			
1st year of service	88	66,796	69,468
Thereafter	91	68,794	71,546

Grade 8			
1st year of service	95	71,661	74,527
Thereafter	98	73,938	76,896
Grade 9			
1st year of service	101	76,142	79,188
Thereafter	104	78,283	81,414
Grade 10			
1st year of service	108	81,479	84,738
Thereafter	111	83,907	87,263
Grade 11			
1st year of service	116	88,066	91,589
Thereafter	120	91,800	95,472
Grade 12			
1st year of service	126	97,552	101,454
Thereafter	130	101,849	105,923

Casino Control Authority - Casino Inspectors (Transferred from the Department of Gaming and Racing) Award 2004

Casino Inspectors, Department of Gaming and Racing			
Classification & Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Preliminary Training Rates - Inspectors			
Inspector - 1st Year of Service	64	52,894	55,010
Inspector - 2nd Year of Service	67	54,520	56,701
Inspector - 3rd Year of Service	75	58,777	61,128
Thereafter	78	60,631	63,056
Salary Rates - Inspectors			
Inspector - 1st Year of Service	-	68,763	71,514
Inspector - 2nd Year of Service	-	70,875	73,710
Inspector - 3rd Year of Service	-	76,410	79,466
Thereafter	-	78,821	81,974
Preliminary Training Rates - Supervising Inspectors			
Supervising Inspector - 1st year of Service	88	66,796	69,468
Supervising Inspector - 2nd year of Service	91	68,794	71,546
Supervising Inspector - 3rd year of Service	95	71,661	74,527
Thereafter	98	73,938	76,896
Salary Rates - Supervising Inspector			
Supervising Inspector - 1st year of Service	-	86,836	90,309
Supervising Inspector - 2nd year of Service	-	89,432	93,009
Supervising Inspector - 3rd year of Service	-	93,160	96,886
Thereafter	-	96,120	99,965

Crown Employees (Aboriginal Housing Office 2004) Award

See rates for Crown Employees (Administrative and Clerical Officers - Salaries 2003) Award

Crown Employees (Catering Officers - Department of Tourism, Sport and Recreation) Award

Catering Officers - Department of Sport and Recreation		
Classification & Grades	1.7.06 Per annum +4% \$	1.7.07 Per annum +4% \$
Level 1	41,243	42,893
Level 2	42,548	44,250

Level 3	43,829	45,582
Level 4	45,243	47,053
Level 5	46,843	48,717
Catering Officers - Academy Allowance		
Senior Catering Officer	3,605	3,749
Catering Officer	1,739	1,809

**Crown Employees (Commissioned Officers, Department of Corrective Services) Award 2004 for
Dillwynia and Wellington Correctional Centres**

Correctional Officers - Department of Corrective Services		
Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
General Manager	136,454	141,912
Manager of Security	115,117	119,722
Principal Correctional Officer	82,348	85,642
Chief Correctional Officer	76,659	79,725
<p>Note</p> <p>(i) The above salaries are annualised and include compensation for overtime, penalty rates, incidental allowances, shift allowances and 10 rostered days off per annum</p> <p>(ii) Officers on an annualised salary package shall be entitled to take the equivalent of 1 day additional leave in each of the roster periods falling in December and January of each year</p> <p>(iii) Officers working under this arrangement shall work 20 days in each 28 day roster period for 10 roster periods and 19 days in two 28 day roster periods for two roster periods only. For the 13th roster period, the provisions of Clause 8.5 of this Award shall apply.</p>		

Correctional Officers - Department of Corrective Services			
Classification and Grades	Common Salary Points	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Correctional Officers			
Senior Correctional Officer	69	55,550	57,772
Correctional Officer 1st Class Year 1	55	48,419	50,356
Correctional Officer 1st Class Year 2	63	52,385	54,480
Correctional Officer Year 1	47	45,007	46,807
Correctional Officer Year 2	49	45,848	47,682
Correctional Officer Probationary	45	44,199	45,967
Correctional Officer (Training)	45	44,199	45,967
Industries Officers			
Offender Employment Manager	-	90,755	94,385
Principal Industry Officer Level 1	-	82,692	86,000
Principal Industry Officer Level 2	-	78,041	81,163
Chief Industry Officer	-	73,686	76,633

Note			
(i) The above salaries are annualised and include compensation for overtime, penalty rates, incidental allowances, shift allowances and 10 rostered days off per annum			
(ii) Industries Officers on an annualised salary package shall be entitled to take the equivalent of 1 day additional leave in each of the roster periods falling in December and January of each year			
(iii) Officers working under the arrangement shall work 20 days in each 28day roster period for 10 roster periods and 19 days in two day roster periods for two roster periods only. For the 13 th roster period, the provisions of clause 8.5 of this award shall apply.			
Senior Overseer	80	61,779	64,250
Overseer	69	55,550	57,772

Crown Employees (Court Officers Attorney-General's Department) Award

Court Officers - Attorney General's Department			
Classification & Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Grade 1			
1st year of service	17	33,910	35,266
2nd year of service	-	35,466	36,885

Crown Employees (Department of Juvenile Justice - Detention Centres 2005) Award

Juvenile Justice Detention Centres - Department of Juvenile Justice			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Operational			
Level 1			
Year 1	20	34,836	36,229
Year 2	23	36,310	37,762
Year 6	40	42,214	43,903
Level 2			
Year 1	46	44,538	46,320
Year 2	49	45,848	47,682
Year 3	52	47,127	49,012
Year 4	55	48,419	50,356
Level 4			
Year 1	64	52,894	55,010
Year 2	67	54,520	56,701
Year 3	75	58,777	61,128
Year 4	78	60,631	63,056
Operational Casual Hourly Rate - Does not include 15% casual loading			
Level 1			
Year 1	-	17.57	18.27
Year 2	-	18.31	19.04
Year 6	-	21.30	22.15
Level 2			
Year 1	-	22.46	23.36
Year 2	-	23.13	24.06
Year 3	-	23.70	24.65
Year 4	-	24.42	25.40

Counselling and Administrative			
Level 1			
Year 3	28	37,885	39,400
Year 4	32	39,286	40,857
Year 5	36	40,710	42,338
Year 6	40	42,214	43,903
Level 2			
Year 1	46	44,538	46,320
Year 2	49	45,848	47,682
Year 3	52	47,127	49,012
Year 4	55	48,419	50,356
Level 3			
Year 1	58	49,792	51,784
Year 2	61	51,292	53,344
Level 4			
Year 1	64	52,894	55,010
Year 2	67	54,520	56,701
Year 3	75	58,777	61,128
Year 4	78	60,631	63,056
Level 5			
Year 1	82	63,007	65,527
Year 2	85	64,854	67,448
Year 3	88	66,796	69,468
Year 4	91	68,794	71,546
Level 6			
Year 1	95	71,661	74,527
Year 2	98	73,938	76,896
Year 3	101	76,142	79,188
Year 4	104	78,283	81,414
Level 7			
Year 1	108	81,479	84,738
Year 2	111	83,907	87,263
Managerial			
Level 5			
Year 1	82	63,007	65,527
Year 2	85	64,854	67,448
Year 3	88	66,796	69,468
Year 4	91	68,794	71,546
Level 6			
Year 1	95	71,661	74,527
Year 2	98	73,938	76,896
Year 3	101	76,142	79,188
Year 4	104	78,283	81,414
Level 7			
Year 1	108	81,479	84,738
Year 2	111	83,907	87,263
Level 8			
Year 1	116	88,066	91,589
Year 2	120	91,800	95,472
Level 9			
Year 1	126	97,552	101,454
Year 2	130	101,849	105,923

Crown Employees (Department of Public Works and Services) Reviewed Award 2004

Public Works and Services Staff - Department of Public Works and Services (now Dept of Commerce)		
Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Year 1	26,371	27,426
HSC age 19 years	29,881	31,076
age 20 or 2 nd year - Year 2	31,893	33,169
age 21 or 3 rd year - Year 3	34,373	35,748
Year 4	35,313	36,726
Year 5	36,804	38,276
Year 6	37,474	38,973
Year 7	38,405	39,941
Year 8	39,824	41,417
Year 9	41,269	42,920
Year 10	42,789	44,501
Personal	44,048	45,810
Grade 1		
Year 1	45,147	46,953
Year 2	46,473	48,332
Grade 2		
Year 1	47,774	49,685
Year 2	49,081	51,044
Grade 3		
Year 1	50,474	52,493
Year 2	51,996	54,076
Grade 4		
Year 1	53,620	55,765
Year 2	55,265	57,476
Grade 5		
Year 1	59,582	61,965
Year 2	61,465	63,924
Grade 6		
Year 1	63,871	66,426
Year 2	65,740	68,370
Grade 7		
Year 1	67,714	70,423
Year 2	69,740	72,530
Grade 8		
Year 1	72,640	75,546
Year 2	74,954	77,952
Grade 9		
Year 1	77,187	80,274
Year 2	79,356	82,530
DPWS Senior Staff		
Level 1#		
Year 1	82,599	85,903
Year 2	85,057	88,459
Level 2#		
Year 1	89,274	92,845
Year 2	93,060	96,782
Level 3#		
Year 1	98,888	102,844
Year 2	103,244	107,374
#These Levels replace Grades 10,11 and 12 of the A&C salary scale		

DPWS Professional Staff		
Year 1	26,371	27,426
HSC age 19 years	29,881	31,076
age 20 or 2 nd year - Year 2	31,893	33,169
age 21 or 3 rd year - Year 3	34,373	35,748
Year 4	35,313	36,726
Year 5	36,804	38,276
Year 6	37,474	38,973
Year 7	38,405	39,941
Year 8	39,824	41,417
Year 9	41,269	42,920
Year 10	42,789	44,501
Year 11	44,048	45,810
Year 12	45,147	46,953
Year 13	46,473	48,332
Grade 1		
Year 1	46,924	48,801
Year 2	49,544	51,526
Year 3	53,100	55,224
Year 4	56,863	59,138
Year 5	60,237	62,646
Grade 2		
Year 1	63,871	66,426
Year 2	66,331	68,984
Year 3	68,390	71,126
Year 4	70,383	73,198
Grade 3		
Year 1	74,142	77,108
Year 2	76,443	79,501
Year 3	79,356	82,530
Year 4	81,784	85,055
Grade 4		
Year 1	85,884	89,319
Year 2	88,401	91,937
Year 3	90,163	93,770
DPWS Senior Professional Staff		
Level 1#		
Year 1	93,858	97,612
Year 2	95,707	99,535
Level 2#		
Year 1	97,827	101,740
Year 2	99,927	103,924
Level 3		
Year 1	102,105	106,189
Year 2	103,244	107,374
# These Levels replace Grades 5 and 6 of the Engineers and Architects salary scale		
DPWS Technical Staff (A)		
age 17 or 1st year - Year 1	21,863	22,738
age 18 or 2nd year - Year 2	24,811	25,803
age <19 or 3rd year - Year 3	26,371	27,426
age 19 or 4th year - Year 4	29,881	31,076
age 20 or 5th yr - Year 5	31,893	33,169
Year 6	34,373	35,748
Year 7	35,313	36,726
Year 8	36,804	38,276
Year 9	37,474	38,973
Year 10	38,405	39,941

Year 11	39,824	41,417
Year 12	41,269	42,920
Year 13	42,789	44,501
Year 14	44,048	45,810
Grade 1		
Year 1	46,005	47,845
Year 2	47,296	49,188
Year 3	48,600	50,544
Year 4	49,544	51,526
Year 5	51,002	53,042
Grade II		
Year 1	53,620	55,765
Year 2	54,708	56,896
Year 3	55,675	57,902
Year 4	56,863	59,138
Grade III		
Year 1	60,753	63,183
DPWS Senior Technical (A)		
Grade 1		
Year 1	59,582	61,965
Year 2	60,753	63,183
Year 3	62,623	65,128
Grade II		
Year 1	64,488	67,068
Year 2	66,331	68,984
Grade III		
Year 1	69,066	71,829
DPWS Technical Staff (B)		
DPWS Trainee Technical (B)		
1st year	23,247	24,177
2nd year	26,371	27,426
3rd year	29,881	31,076
4th year	32,501	33,801
DPWS Technical (B)		
Grade 1		
Year 1	41,269	42,920
Year 2	42,008	43,688
Year 3	43,276	45,007
Year 4	44,048	45,810
Year 5	45,147	46,953
Year 6	46,924	48,801
Year 7	48,182	50,109
Year 8	49,544	51,526
Grade II		
Year 1	53,100	55,224
Year 2	54,708	56,896
Year 3	56,863	59,138
Year 4	60,237	62,646
DPWS Senior Technical (B)		
Grade 1		
Year 1	63,189	65,717
Year 2	64,488	67,068
Year 3	65,060	67,662

Grade II		
Year 1	65,060	67,662
Year 2	67,043	69,725
Year 3	68,390	71,126
Year 4	70,383	73,198
Year 5	72,640	75,546
DPWS Project Staff		
Level 1		
Year 1	55,707	57,935
Year 2	56,866	59,141
Level 2		
Year 1	60,269	62,680
Year 2	62,007	64,487
Level 3		
Year 1	63,917	66,474
Year 2	65,821	68,454
Level 4		
Year 1	67,727	70,436
DPWS Senior Management		
Level 1		
Year 1	111,929	116,406
Year 2	117,570	122,273
Level 2		
Year 1	123,209	128,137
Year 2	128,852	134,006
Strategic Management and Corporate Support Directorate - Department of Commerce		
General Scale - Year 1	26,371	27,426
HSC age 19 years	29,881	31,076
Year 2 or age 20 years	31,893	33,169
Year 3 or age 21 years	34,373	35,748
Year 4	35,313	36,276
Year 5	36,804	38,276
Year 6	37,474	38,973
Year 7	38,405	39,941
Year 8	39,824	41,417
Year 9	41,269	42,920
Year 10	42,789	44,501
Grade 1		
Year 1	45,147	46,953
Year 2	46,473	48,332
Grade 2		
Year 1	47,774	49,685
Year 2	49,081	51,044
Grade 3		
Year 1	50,474	52,493
Year 2	51,996	54,076
Grade 4		
Year 1	53,620	55,764
Year 2	55,265	57,476
Grade 5		
Year 1	59,582	61,965
Year 2	61,465	63,924
Grade 6		
Year 1	63,871	66,426
Year 2	65,740	68,370

Grade 7		
Year 1	67,714	70,423
Year 2	69,740	72,530
Grade 8		
Year 1	72,640	75,546
Year 2	74,954	77,952
Grade 9		
Year 1	77,187	80,274
Year 2	79,356	82,530
Senior Staff - Grade 1		
Year 1	82,599	85,903
Year 2	85,057	88,459
Grade 2		
Year 1	89,274	92,845
Year 2	93,060	96,782
Grade 3		
Year 1	98,888	102,844
Year 2	103,244	107,374
Broadbanded Grades		
Grade 1-2		
Year 1	45,147	46,953
Year 2	46,473	48,332
Year 3	47,774	49,685
Year 4	49,081	51,044
Grade 2-3		
Year 1	47,774	49,685
Year 2	49,081	51,044
Year 3	50,474	52,493
Year 4	51,996	54,076
Grade 3-4		
Year 1	50,474	52,493
Year 2	51,996	54,076
Year 3	53,620	55,765
Year 4	55,265	57,476
Grade 4-5		
Year 1	53,620	55,765
Year 2	55,265	57,476
Year 3	59,582	61,965
Year 4	61,465	63,924
Grade 5-6		
Year 1	59,582	61,965
Year 2	61,465	63,924
Year 3	63,871	66,426
Year 4	65,740	68,370
Grade 6-7		
Year 1	63,871	66,426
Year 2	65,740	68,370
Year 3	67,714	70,423
Year 4	69,740	72,530
Grade 7-8		
Year 1	67,714	70,423
Year 2	69,740	72,530
Year 3	72,640	75,546
Year 4	74,954	77,952

Grade 8-9		
Year 1	72,640	75,546
Year 2	74,954	77,952
Year 3	77,187	80,274
Year 4	79,356	82,530
Grade 9 - Snr Staff Grade 1		
Year 1	77,187	80,274
Year 2	79,356	82,530
Year 3	82,599	85,903
Year 4	85,057	88,459
Snr Staff Grade 1-2		
Year 1	82,599	85,903
Year 2	85,057	88,459
Year 3	89,274	92,845
Year 4	93,060	96,782
Snr Staff Grade 2-3		
Year 1	89,274	92,845
Year 2	93,060	96,782
Year 3	98,888	102,844
Year 4	103,244	107,374
Senior Management		
Grade 1		
Year 1	111,929	116,406
Year 2	117,570	122,273
Grade 2		
Year 1	123,209	128,137
Year 2	128,852	134,006
Senior Officer - Level 1		
Year 1	115,327	119,940
Year 2	124,162	129,128
Senior Officer - Level 2		
Year 1	126,239	131,289
Year 2	135,044	140,446
Senior Officer - Level 3		
Year 1	139,518	145,099
Year 2	153,016	159,137
Valuers - Regional Valuer		
Year 1	89,274	92,845
Year 2	93,060	96,782
Year 3	98,888	102,844
Year 4	103,244	107,374
Principal Valuer		
Year 1	82,599	85,903
Year 2	85,057	88,459
Year 3	89,274	92,845
Year 4	93,060	96,782
Senior Valuer (New) Level 1	79,356	82,530
Senior Valuer** Level 4	73,282	76,213
Level 5	74,954	77,952
Level 6	80,968	84,207
Valuer Level 1	53,620	55,765
Level 2	59,582	61,965
Level 3	63,871	66,426

Trainee Valuer		
Level 1	29,881	31,076
Level 2	34,373	35,748
Level 3	36,804	38,276
Level 4	38,405	39,941
Level 5	41,269	42,920
Level 6	44,048	45,810
Level 7	46,473	48,332
** Senior Valuer Level 6 This position only applies to existing (i.e. under PSB Agreement 1014 of 1981) Senior Valuers who were in receipt of a substantive salary of \$57,763 on 10/7/98 and will be entitled to continue to receive that salary.		
State Mail Service Officer		
Level 1		
Year 1	34,373	35,748
Year 2	36,804	38,276
Year 3	37,474	38,973
Year 4	38,405	39,941
Year 5	41,269	42,920
Year 6	42,789	44,501
Level 2		
Year 1	40,526	42,147
Level 3		
Year 1	43,539	45,281
Level 4		
Year 1	45,147	46,953
Year 2	46,473	48,332
Year 3	47,774	49,685
Year 4	49,081	51,044
Level 5		
Year 1	46,005	47,845
Year 1	46,924	48,801
Level 6		
Year 1	47,774	49,685
Year 2	49,081	51,044
Year 3	50,474	52,493
Year 4	51,996	54,076
Level 7		
Year 1	50,474	52,493
Year 2	51,996	54,076
Year 3	53,620	55,765
Year 4	55,265	57,476
Level 8		
Year 1	59,582	61,965
Year 2	61,465	63,924
Year 3	63,871	66,426
Year 4	65,740	68,370
Level 9		
Year 1	67,714	70,423
Year 2	69,740	72,530
Year 3	72,640	75,546
Year 4	74,954	77,952
Level 10		
Year 1	72,640	75,546
Year 2	74,954	77,952

Level 11		
Year 1	77,187	80,274
Year 2	79,356	82,530
Year 3	82,599	85,903
Year 4	85,057	88,459
SMSO (Teams)		
Level 1		
Year 1	37,474	38,973
Year 2	38,405	39,941
Level 2		
Year 1	46,924	48,801
Level 3		
Year 1	51,996	54,076
Year 2	53,620	55,765
Level 4		
Year 1	67,714	70,423
Year 2	69,740	72,530
Year 3	72,640	75,546
Year 4	74,954	77,952

Crown Employees (Department of The Arts, Sport and Recreation - Centres and Academy Managers) Award 2006

Centres and Academies Managers - Department of Sport and Recreation			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
General Manager (Sydney Academy of Sport and Recreation), Clerk Grade 11/12			
1st year	116	88,066	91,589
2nd year	120	91,800	95,472
3rd year	126	97,552	101,454
4th year	130	101,849	105,923
General Manager (Jindabyne Sport and Recreation Centre) Clerk Grade 11/12			
1st year	116	88,066	91,589
2nd year	120	91,800	95,472
3rd year	126	97,552	101,454
4th year	130	101,849	105,923
General Manager (Centres), Clerk Grade 9/10			
1st year	101	76,142	79,188
2nd year	104	78,283	81,414
3rd year	108	81,479	84,738
4th year	111	83,907	87,263
Venue Manager (SISC or SIEC), Clerk Grade 9/10			
1st year	101	76,142	79,188
2nd year	104	78,283	81,414
3rd year	108	81,479	84,738
4th year	111	83,907	87,263
Assistant General Manager Services (Sydney Academy of Sport and Recreation), Clerk Grade 9/10			
1st year	101	76,142	79,188
2nd year	104	78,283	81,414
3rd year	108	81,479	84,738
4th year	111	83,907	87,263

Client Service Coordinator (Sydney Academy of Sport and Recreation), Clerk Grade 9/10			
1st year	101	76,142	79,188
2nd year	104	78,283	81,414
3rd year	108	81,479	84,738
4th year	111	83,907	87,263
Client Service Coordinator (Jindabyne Sport and Recreation Centre), Clerk Grade 9/10			
1st year	101	76,142	79,188
2nd year	104	78,283	81,414
3rd year	108	81,479	84,738
4th year	111	83,907	87,263
Client Service Coordinator (Centres), Clerk Grade 7/8			
1st year	88	66,796	69,468
2nd year	91	68,794	71,546
3rd year	95	71,661	74,527
4th year	98	73,938	76,896
Operations Manager (SISC or SIEC), Clerk Grade 7/8			
1st year	88	66,796	69,468
2nd year	91	68,794	71,546
3rd year	95	71,661	74,527
4th year	98	73,938	76,896
Events Manager (SIEC), Clerk Grade 7/8			
1st year	88	66,796	69,468
2nd year	91	68,794	71,546
3rd year	95	71,661	74,527
4th year	98	73,938	76,896
Service Coordinator, Clerk Grade 4/5			
1st year	64	52,894	55,010
2nd year	67	54,520	56,701
3rd year	75	58,777	61,128
4th year	78	60,631	63,056
Annual Allowance (clause 10)	-	8,178	8,505

Crown Employees (Division Controllers State Emergency Services 2005) Award

Division Controllers - State Emergency Services			
Classification	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Salaries of Full-time Divisional Controllers			
1st year of service	101	76,142	79,188
2nd year of service	104	78,283	81,414
3rd year of service	108	81,479	84,738
Thereafter	111	83,907	87,263

Crown Employees (Domestic Services Officers - Department of Agriculture) Award

Domestic Services Officers - Department of Agriculture			
Classification	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Domestic Services Officers (A) Full Time (Old Classifications)			
Level 1 Porter, Pantry Person, Store Person, Useful, Steward, House Person, Kitchen Person, Boiler Attendant, Fourth Cook, General Services Officer Grade 1	17	33,910	35,266
Level 2 Cook 1,2 & 3, Butcher, Kitchen Supervisor, General Services Officers Grade 2, General Services Officer Grade 3, Security Officer Grade 1	23	36,310	37,762
Level 3 Security Officer Grade 2, Assistant House Supervisor, Security Officer Grade 3	31	38,910	40,466
Level 4 House Supervisor	44	43,773	45,524
Level 5 Manager Catering and Accommodation	70	56,097	58,341
Apprentice Cook (Per week)		Per week \$	Per week \$
1st Year	-	359.70	374.10
2nd Year	-	474.90	493.90
3rd Year	-	587.50	611.00
4th Year	-	687.60	715.10
Other Rates and Allowances			
Qualification - Commercial Cookery Trade Course Stage I (Per annum)	-	633	658
Qualification - Commercial Cookery Trade Course Stage II and III (Per annum)	-	1,266	1,317
Broken Shift (Per day)	-	10.70	11.10

Crown Employees (Environment Protection Authority New South Wales) Award

Environmental Protection Officers - Environment Protection Authority New South Wales		
Classification	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Class 1		
1	26,265	27,316
2	31,732	33,001
3	34,828	36,221
4	36,957	38,435
5	38,593	40,137
6	40,697	42,325
7	44,972	46,771
Class 2		
1	44,972	46,771
2	46,291	48,143
3	47,520	49,421
4	49,295	51,267

Class 3		
1	47,520	49,421
2	49,295	51,267
3	51,762	53,832
4	53,320	55,453
Class 4		
1	51,762	53,832
2	53,320	55,453
3	55,534	57,755
4	57,715	60,024
Class 5		
1	55,534	57,755
2	57,715	60,024
3	59,919	62,316
4	61,764	64,235
Class 6		
1	59,919	62,316
2	61,764	64,235
3	64,165	66,732
4	66,117	68,762
Class 7		
1	64,165	66,732
2	66,117	68,762
3	68,117	70,842
4	70,896	73,732
Class 8		
1	68,117	70,842
2	70,896	73,732
3	73,117	76,042
4	76,848	79,922
Class 9		
1	73,117	76,042
2	76,848	79,922
3	79,059	82,221
4	81,453	84,711
Class 10		
1	79,059	82,221
2	81,453	84,711
3	84,701	88,089
4	87,184	90,671
Class 11		
1	84,701	88,089
2	87,184	90,671
3	89,795	93,387
4	93,347	97,081
Class 12		
1	89,795	93,387
2	93,347	97,081
3	96,478	100,337
4	98,549	102,491
Class 13		
1	96,478	100,337
2	98,549	102,491
3	101,818	105,891
4	103,341	107,475

Class 14		
1	101,818	105,891
2	103,341	107,475
3	108,128	112,453
4	112,917	117,434
Class 15		
1	108,128	112,453
2	112,917	117,434
3	117,705	122,413
4	122,490	127,390

Other Rates and Allowances	1.7.06	1.7.07
		+4%
Brief Description	\$	\$
Inconvenience and 6 incoming calls (per week)	192.30	200.00
For each call above 6 with no limit on the number of calls	16.60	17.30
Extra for public holiday falling on a weekday	33.40	34.70
Late call allowance for each call (between midnight and 0500 hours)	8.40	8.70
Total per call	25.10	26.10
Out of hours disturbance	33.40	34.70

Crown Employees (Environmental Planning Officers 2003) Award

Environmental Planning Officers - Department of Planning				
Classification and Grades	Salary Point	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Environmental Planning Officer (Professional)				
Key:				
Soft barrier				
Hard barrier				
Level 1	1	59	50,312	52,324
	2	69	55,550	57,772
	3	76	59,424	61,801
	4	80	61,779	64,250
	5	84	64,182	66,749

	6	90	68,137	70,862
	7	94	70,913	73,750
	8	97	73,138	76,064
	9	-	76,778	79,849
Environmental Planning Officer (Professional)				
Level 2	10	108	81,479	84,738
	11	-	83,843	87,197
	12	115	87,211	90,699
Environmental Planning Officer (Professional)				
Level 3	13	117	88,942	92,500
	14	-	92,671	96,378
	15	124	95,451	99,269

	16	128	99,607	103,591
	17	-	103,578	107,721

Environmental Planning Officer Manager (Professional) Level 4	18	-	114,194	118,762
	19	-	118,978	123,737
	20	-	123,858	128,812
Environmental Planning Officer (Professional) Level 5	21	-	130,431	135,648
	22	-	133,678	139,025
Environmental Planning Officer (Administration) Level 1	1	-	27,786	28,897
	2	11	31,464	32,723
	3	17	33,910	35,266
	4	23	36,310	37,762
	5	28	37,885	39,400
	6	32	39,286	40,857
	7	40	42,214	43,903
Environmental Planning Officer (Administration) Level 2	8	49	45,848	47,682
	9	55	48,419	50,356
Environmental Planning Officer (Administration) Level 3	10	61	51,292	53,344
	11	67	54,520	56,701
Environmental Planning Officer (Administration) Level 4	12	78	60,631	63,056
	13	82	63,007	65,527
	14	85	64,854	67,448
Environmental Planning Officer 1 (Administration) Level 5	15	91	68,794	71,546
	16	95	71,661	74,527
	17	98	73,938	76,896
Environmental Planning Officer (Administration) Level 6	18	104	78,283	81,414
	19	108	81,479	84,738
	20	111	83,907	87,263
Environmental Planning Officer (Administration) Level 7	21	116	88,066	91,589
	22	120	91,800	95,472
	23	126	97,552	101,454
	24	130	101,849	105,923
Environmental Planning Officer (Clerical Officer) Level 1	1	3	20,340	21,154
	2	6	24,473	25,452
	3	9	29,477	30,656
	4	11	31,464	32,723
	5	17	33,910	35,266
	6	23	36,310	37,762
	7	28	37,885	39,400
	8	32	39,286	40,857
	9	40	42,214	43,903
Environmental Planning Officer (Clerical Officer) Level 2	10	49	45,848	47,682
Environmental Planning Officer (Clerical Officer) Level 3	11	55	48,419	50,356
Environmental Planning Officer (Clerical Officer) Level 4	12	61	51,292	53,344
Environmental Planning Officer (Clerical Officer) Level 5	13	67	54,520	56,701

Environmental Planning Officer (Clerical Officer) Level 6	14	78	60,631	63,056
Environmental Planning Officer (Clerical Officer) Level 7	15 16	82 85	63,007 64,854	65,527 67,448
Environmental Planning Officer (Cartographer) Level 1	1 2	- -	27,786 30,696	28,897 31,924
	3 4 5 6 7 8 9 10 11	17 20 28 32 - 49 55 61 67	33,910 34,836 37,885 39,286 41,755 45,848 48,419 51,292 54,520	35,266 36,229 39,400 40,857 43,425 47,682 50,356 53,344 56,701
Environmental Planning Officer (Cartographer) Level 2	12 13	75 78	58,777 60,631	61,128 63,056
Environmental Planning Officer (Cartographer) Level 3	15	85	64,854	67,448
Environmental Planning Officer (Cartographer) Level 4	15	91	68,794	71,546
Environmental Planning Officer (Cartographer) Level 5	16 17	95 98	71,661 73,938	74,527 76,896
Environmental Planning Officer (Cartographer) Level 6	18	104	78,283	81,414
Environmental Planning Officer (Cartographer) Level 7	19 20	- 111	82,526 83,907	85,827 87,263
Environmental Planning Officer (Student Planner)	1 2 3 4	23 28 32 40	36,310 37,885 39,286 42,214	37,762 39,400 40,857 43,903

**Crown Employees (General Assistants in Schools - Department of Education
and Training) (State) Award**

General Assistants in Schools - Department of Education and Training				
Classification and Grades	Annual Salary Class	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Full-time Permanent - Junior On employment		-	24,180	25,147
After 12 months or at 20 years Adult		-	31,088	32,332
Year 1		19	34,543	35,925
Year 2		20	34,836	36,229
Year 3		22	35,495	36,915
Year 4		23	36,310	37,762
Year 5		25	36,969	38,448

Part-time Permanent (up to 35.5 hpw)			1.7.06 Per Hour \$	1.7.07 Per Hour +4% \$
Junior On employment		-	13.43	13.97
After 12 months or at 20 years		-	17.24	17.93
Adult		-	19.69	20.48
Full-time (38 hpw) Temporary - Unloaded Junior				
On employment		-	12.20	12.69
After 12 months or at 20 years		-	15.67	16.30
Adult		-	17.41	18.11
Full-time Temporary - Loaded Junior				
On employment		-	13.21	13.74
After 12 months or at 20 years		-	16.97	17.65
Adult		-	18.88	19.64
Part-time Temporary (up to 35.5 hpw) Unloaded Junior				
On employment		-	13.43	13.97
After 12 months or at 20 years		-	17.24	17.93
Adult		-	19.69	20.48
Loaded Junior				
On employment		-	14.54	15.12
After 12 months or at 20 years		-	18.68	19.43
Adult		-	21.33	22.18

**Crown Employees (General Managers, Superintendents, Managers Security and
Deputy Superintendents, Department of Corrective Services) Award 2005**

Rank	Annualised Salary from the first full pay period on or after 1 July 2006 \$	Annualised Salary from the first full pay period on or after 1 July 2007 \$
General Manager (commissioned officer)	136,454	141,912
Superintendent	125,206	130,214
Manager Security (commissioned officer)	115,117	119,722
Deputy Superintendent	107,243	111,533

Crown Employees (General Staff Salaries) Award 2003

General Staff Salaries			
Classification & Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Artist's Model, TAFE (draped)	33	39,605	41,189
(undraped)	39	41,868	43,543

Assistant, Enrolled Nurses Training Program, TAFE (part-time)			
1st year	23	36,310	37,762
2nd year	25	36,969	38,448
3rd year	28	37,885	39,400
Assistant Food & Beverage Controller, Ryde TAFE			
1st year	42	43,024	44,745
2nd year	48	45,381	47,196
Assistant Operations Controller, Port Macquarie, Campbelltown, TAFE			
1st year	39	41,868	43,543
2nd year	42	43,024	44,745
Assistant Operations Manager, TAFE (Hamilton, Ryde, Werrington)			
1st year	59	50,312	52,324
2nd year	61	51,292	53,344
3rd year	64	52,894	55,010
4th year	67	54,520	56,701
(East Sydney)			
1st year	56	48,874	50,829
2nd year	60	50,779	52,810
Catering Services Manager, Kurri Kurri, Ryde, TAFE			
1st year	70	56,097	58,341
2nd year	75	58,777	61,128
Catering Supervisor, Kurri Kurri, Ryde, TAFE			
1st year	52	47,127	49,012
2nd year	55	48,419	50,356
Class Preparation Assistant Tourism & Hospitality/Rural Studies; Floristry, Catering and Bakery, TAFE			
1st year	23	36,310	37,762
2nd year	25	36,969	38,448
3rd year	26	37,268	38,759
Class Preparation Assistant Hairdresser, TAFE			
1st year	17	33,910	35,266
2nd year	20	34,836	36,229
3rd year	22	35,495	36,915
Duty Manager, Ryde, TAFE	57	49,305	51,277
Fitter-Operator, TAFE	51	46,652	48,518
Food and Beverage Controller, TAFE (Hamilton)	39	41,868	43,543
	42	43,024	44,745
Food School Assistant, TAFE			
Years 1 - 3	18	34,243	35,613
Year 4 - 6	19	34,543	35,925
Year 7	20	34,836	36,229
Foreman, TAFE			
Electrical Grade 2	64	52,894	55,010
Electrical Grade 3	68	54,920	57,117
Electrical Grade 5	77	59,933	62,330

Other than Electrical			
Grade 1	57	49,305	51,277
Grade 2	61	51,292	53,344
Grade 3	65	53,338	55,472
Grade 4	73	57,732	60,041
Grade 5	77	59,933	62,330
Assistant Mechanical Foreman, TAFE	61	51,292	53,344
General Assistant/Caretaker, TAFE	25	36,969	38,448
Guest Services Agent, Ryde, TAFE			
1st year	34	39,976	41,575
2nd year	36	40,710	42,338
House Officer, TAFE, Sydney			
1st year	44	43,773	45,524
2nd year	47	45,007	46,807
3rd year	49	45,848	47,682
Newcastle			
1st year	41	42,688	44,396
2nd year	42	43,024	44,745
3rd year	43	43,450	45,188
House Supervisor (Goulburn, Kurri Kurri), TAFE			
1st year	39	41,868	43,543
2nd year	41	42,688	44,396
Kitchen Assistant (part-time), TAFE	18	34,243 (\$19.00 per hour)	35,613 (\$19.76 per hour)
Laboratory Craftsman, TAFE			
Grade 1, 1st year	40	42,214	43,903
Grade 1, 2nd year	41	42,688	44,396
Grade 1, 3rd year	43	43,450	45,188
Grade 1, 4th year	44	43,773	45,524
Grade 2, 1st year	45	44,199	45,967
Grade 2, 2nd year	46	44,538	46,320
Grade 2, 3rd year	47	45,007	46,807
Senior Laboratory Craftsman	55	48,419	50,356
Operations Controller Campbelltown/Port Macquarie/Orange, TAFE			
1st year	52	47,127	49,012
2nd year	55	48,419	50,356
Operations Manager - Food School/ Horticulture/Technical Support/ Purchasing and Stores Controller - East Sydney, Ryde, TAFE			
1st year	75	58,777	61,128
2nd year	78	60,631	63,056
3rd year	82	63,007	65,527
4th year	85	64,854	67,448
Hamilton/Wollongong			
1st year	72	57,142	59,428
2nd year	75	58,777	61,128
3rd year	78	60,631	63,056
4th year	82	63,007	65,527
Operations Manager (Brookvale, Dubbo, Loftus, Werrington) TAFE			
1st year	66	53,969	56,128
2nd year	77	59,933	62,330

Operations Supervisor - Food School, Kingscliff, Wollongong, TAFE			
1st year	52	47,127	49,012
2nd year	55	48,419	50,356
Senior Housekeeper, Ryde, TAFE			
1st year	57	49,305	51,277
2nd year	63	52,385	54,480
Scientific Instrument Maker, TAFE	51	46,652	48,518
Steel Production Assistant (formerly Cold Saw Operator) TAFE	25	36,969	38,448
Steel Production Supervisor (formerly Charge Hand, Cold Saw (Operator), TAFE	40	42,214	43,903
Stores Attendant, Hairdressing, TAFE			
1st year	22	35,495	36,915
2nd year	23	36,310	37,762
3rd year	25	36,969	38,448
Technical Assistant (Art, Ceramics, TV Studio) TAFE			
Years 1 - 3	32	39,286	40,857
Years 4 - 6	34	39,976	41,575
Year 7	35	40,300	41,912
Technical Assistant (Design)			
1st year	35	40,300	41,912
2nd year	37	41,099	42,743
3rd year	39	41,868	43,543
Technical Assistant (Electrical Engineering/ Applied Electricity), TAFE			
1st year	50	46,291	48,143
2nd year	52	47,127	49,012
3rd year	54	47,945	49,863
Technical Assistant (Mechanical Engineering/ Civil Engineering Building)			
1st year	46	44,538	46,320
2nd year	47	45,007	46,807
Technical Assistant (Vehicle Building)			
1st year	46	44,538	46,320
2nd year	47	45,007	46,807
Technical Assistant (Refrigeration and Air Conditioning), TAFE	32	39,286	40,857
Technical Assistant (Rural Studies), TAFE			
1st year	34	39,976	41,575
2nd year	36	40,710	42,338
3rd year	39	41,868	43,543
4th year	41	42,688	44,396
5th year	44	43,773	45,524
6th year	47	45,007	46,807
7th year	50	46,291	48,143
8th year	53	47,530	49,431
9th year	56	48,874	50,829
10th year	59	50,312	52,324
11th year	61	51,292	53,344
Community Liaison Officer/Aboriginal Community Liaison Officer, Department of Education and Training (DET)	57	49,305	51,277

Farm Foreman, DET			
Grade A			
1st year	39	41,868	43,543
2nd year	41	42,688	44,396
3rd year	43	43,450	45,188
Grade B			
1st year	45	44,199	45,967
2nd year	47	45,007	46,807
3rd year	51	46,652	48,518
House Officer, DET			
1st year	34	39,976	41,575
2nd year	36	40,710	42,338
3rd year	39	41,868	43,543
Maintenance Officer, DET			
1st year	24	36,667	38,134
2nd - 7th year	25	36,969	38,448
8th year	26	37,268	38,759
Photographic Assistant, DET			
1st year	22	35,495	36,915
2nd year	23	36,310	37,762
3rd year	25	36,969	38,448
4th year	26	37,268	38,759
Matrons and Sub-Matrons, DET			
Matron			
1st year	45	44,199	45,967
Thereafter	46	44,538	46,320
Sub-Matron			
1st year	39	41,868	43,543
Thereafter	40	42,214	43,903
Storeman/Attendant, Hurlstone/Yanco Agricultural High School, DET			
1st year	17	33,910	35,266
2nd year	18	34,243	35,613
3rd year and 4 th year	20	34,836	36,229
5th year	22	35,495	36,915
Technical Assistant (Art, Ceramics, TV Studio)			
Years 1 - 3	32	39,286	40,857
Years 4 - 6	34	39,976	41,575
Year 7	35	40,300	41,912
Assistant, Dept of Infrastructure Planning and Natural Resources (DIPNR)			
Junior - under 17 (50% of Grade 1, Yr 1)			
Aged 17 (60% of Grade 1, Yr 1)			
Aged 18 (70% of Grade 1, Yr 1)			
Aged 19 (80% of Grade 1, Yr 1)			
Aged 20 (90% of Grade 1, Yr)			
Grade 1			
1st year	18	34,243	35,613
2nd year	22	35,495	36,915
3rd year	25	36,969	38,448
4th year	29	38,276	39,807
5th year	32	39,286	40,857
Grade 2			
1st year	34	39,976	41,575
2nd year	36	40,710	42,338
3rd year	37	41,099	42,743
4th year	39	41,868	43,543

Grade 3			
1st year	46	44,538	46,320
2nd year	52	47,127	49,012
Field Services Staff, DIPNR			
Field Supervisor			
1st year	48	45,381	47,196
2nd year	51	46,652	48,518
3rd year	53	47,530	49,431
4th year	55	48,419	50,356
5th year	58	49,792	51,784
Field Service Manager, Years 1-3 only			
Other locations (not specified)			
1st year	66	53,969	56,128
2nd year	67	54,520	56,701
3rd year	69	55,550	57,772
Specific locations Years 1-4 (Bathurst, Cooma, Glennies Creek, Gosford, Goulburn, Henty, Inverell, Lithgow, Manilla (f.s.), Moss Vale, Nowra, Newcastle, Parkes, Cowra RC, Parramatta, Penrith, Scone, Singleton, Wellington, Braidwood (cons.), Murwillumbah, Coffs Harbour, Kempsey, Grafton, Queanbeyan, Gunnedah RC.			
4th year	75	58,777	61,128
Regional Field Services Manager	83	63,621	66,166
Drillers (Central West Region employees only), DIPNR (refer Dept for Roster Allowance formula)			
Driller's Assistant	22	35,495	36,915
Roster Allowance		4,116	4,282
Trainee Drilling Officer	25	36,969	38,448
Roster Allowance		4,288	4,460
Drilling Officer - Level 1	38	41,441	43,099
Roster Allowance		4,807	5,000
Drilling Officer - Level 2	40	42,214	43,903
Roster Allowance		4,897	5,093
Drilling Officer - Level 3	43	43,450	45,188
Roster Allowance		5,040	5,242
Drilling Officer - Level 4	48	45,381	47,196
Roster Allowance		5,264	5,475
Drilling Officer - Level 5	53	47,530	49,431
Roster Allowance		5,513	5,734
Senior Drilling Officer	57	49,305	51,277
Roster Allowance		5,720	5,948
Overseers, DIPNR			
Grade 1 (ex Dept of Water Resources only)	60	50,779	52,810
Grade II	61	51,292	53,344
Grade III	65	53,338	55,472
Grade IV	73	57,732	60,041
Grade V	77	59,933	62,330
Plant Managers, DIPNR			
Grade 1 (Workshop Supervisors, Goulburn, Inverell, Scone & Wagga Wagga)	65	53,338	55,472
Grade 2 (Workshop Manager, Wellington & Fleet Managers, Tamworth & Wagga Wagga)			
Year 1	69	55,550	57,772
Year 2	70	56,097	58,341

Assistant Education Officers,	43	43,450	45,188
Powerhouse Museum	47	45,007	46,807
House Officer, Powerhouse Museum	43	43,450	45,188
	44	43,773	45,524
Museum Officer, Powerhouse Museum	18	34,243	35,613
	19	34,543	35,925
	20	34,836	36,229
	21	35,168	36,575
	23	36,310	37,762
*Photographer - Grade 1 - Years 1-3 (various agencies)			
1st year	39	41,868	43,543
2nd year	41	42,688	44,396
3rd year	43	43,450	45,188
Grade 2			
1st year	49	45,848	47,682
2nd year	51	46,652	48,518
*Progression from Photographer Grade 1 to Photographer Grade 2			
Employees appointed to Photographer Grade 1 should have successfully completed			
(i) the first year of the Photography Certificate Course of TAFE NSW; or			
(ii) a course of equivalent or higher status; or			
(iii) a photographic related Certificate or Trade course deemed by the employer to have provided the officer with a general basic knowledge of photography.			
Progression from Grade 1 to Grade 2 is subject to the successful completion of:			
(i) the second year of the Photography Certificate of TAFE NSW; or			
(ii) a course of equivalent or higher status; or			
(iii) a photographic related Certificate or Trade course deemed by the employer to have provided the officer with a general basic knowledge of photography; and			
(iv) either the undertaking of supervisory duties of photographic staff or undertaking work the complexity and nature of which is considered by the employer to warrant progression to Grade2.			
Photographers Grade 3 Years 1-3			
1st year	63	52,385	54,480
2nd year	65	53,338	55,472
3rd year	69	55,550	57,772
Requirements for appointment to Grade 3 are as follows:			
(i) formal educational qualifications (eg four year Photography Certificate or Bachelor of Visual Arts) and/or significant experience and training.			

<p>(ii) strategic and analytical skills, including an ability to provide advice on and apply new and traditional technology and collection management principles as they apply to photography. Ability to apply a strategic approach to communication and project management; and</p> <p>(iii) an ability to identify and assess options, provide advice and recommend the best course of action.</p>			
<p>Technology</p> <p>(i) in-depth knowledge, skills and proficiency in the use of both traditional (analogue) and digital photographic and related equipment. This may include use of</p>			
<p>image specific software for the development of websites and the use of electronic files for service delivery; and</p> <p>(ii) an ability to assess differences in technology and recommend the most appropriate equipment to use in the particular circumstances;</p> <p>(iii) working in collaboration with information technology specialists in producing visual imagery.</p>			
<p>Collection Management</p> <p>(i) an ability to apply knowledge of collection management principles as it relates to photographic work.</p> <p>(ii) Familiarity in working with invaluable, fragile, archival and historical material and objects; and</p> <p>(iii) Provision of advice on the appropriate mediums to use in a particular situation and how they would be used. This requires an understanding of the end use of the image, in addition to the process required to obtain and maintain that image. It requires an understanding of the factors involved in accessing images, both now and in the future, as well as cataloguing and storage requirements.</p> <p>Communication</p> <p>(i) demonstrated ability to consult, advise on, and provide services across all areas of the organisation, including as appropriate, science, information technology, communications, exhibitions, publications, marketing and events.</p>			

Commercial and Other Projects (i) manage large and/or complex projects, including those providing services to clients on a fee for service basis. A key component includes a requirement to schedule work.			
Photographic Assistant	22	35,495	36,915
	23	36,310	37,762
	25	36,969	38,448
	26	37,268	38,759
Preparator - Grade 1, Powerhouse Museum Years 1-3	45	44,199	45,967
	48	45,381	47,196
	51	46,652	48,518
Grade II - Years 1-2	55	48,419	50,356
	59	50,312	52,324
Senior Preparator, Powerhouse Museum	63	52,385	54,480
	65	53,338	55,472
Stores Officer, Powerhouse Museum Grade 1	31	38,910	40,466
	33	39,605	41,189
Grade 2	34	39,976	41,575
	35	40,300	41,912
Grade 3	36	40,710	42,338
	37	41,099	42,743
Grade 4	39	41,868	43,543
	41	42,688	44,396
Transport Officer, Powerhouse Museum	47	45,007	46,807
	49	45,848	47,682
Field Assistant, Dept of Mineral Resources Year 1 Year 2 Year 3 Year 4 Year 5	26	37,268	38,759
	28	37,885	39,400
	31	38,910	40,466
	32	39,286	40,857
	34	39,976	41,575
Regional Mining Officer, Dept of Mineral Resources	58	49,792	51,784
	61	51,292	53,344
	64	52,894	55,010
	67	54,520	56,701
Regional Mining Officer, Lightning Ridge, Dept of Mineral Resources	75	58,777	61,128
	79	61,116	63,561
	82	63,007	65,527
	85	64,854	67,448
Craftsman/Framer, Art Gallery	32	39,286	40,857
Gallery Services Officer, Art Gallery	18	34,243	35,613
	20	34,836	36,229
Supervisor, Gallery Services Officers Art Gallery -	23	36,310	37,762
Senior Gallery Services Officer	43	43,450	45,188
	45	44,199	45,967
	47	45,007	46,807
	49	45,848	47,682
Installation Officer, Art Gallery	26	37,268	38,759
	29	38,276	39,807
	32	39,286	40,857

Senior Installation Officer, Art Gallery	32	39,286	40,857
	35	40,300	41,912
Display Technician, Art Gallery Grade 1	45	44,199	45,967
	48	45,381	47,196
	51	46,652	48,518
Grade 2	55	48,419	50,356
	59	50,312	52,324
Senior Display Technician	63	52,385	54,480
	65	53,338	55,472
Bar Manager, Police Academy	34	39,976	41,575
Building Manager, NSW Police	60	50,779	52,810
	61	51,292	53,344
	63	52,385	54,480
Driving Instructor, NSW Police College	68	54,920	57,117
	69	55,550	57,772
	72	57,142	59,428
General Assistant, NSW Police College	19	34,543	35,925
	20	34,836	36,229
	22	35,495	36,915
	23	36,310	37,762
	25	36,969	38,448
Groom, Mounted Police	16	33,078	34,401
	18	34,243	35,613
Maintenance Attendant, Goulburn Police College	22	35,495	36,915
Senior Basement Attendant, Police Headquarters	29	38,276	39,807
	31	38,910	40,466
	32	39,286	40,857
	34	39,976	41,575
Storeman/Attendant, Police Headquarters	17	33,910	35,266
Uniform Fitter and Advisory Officer, NSW Police	37	41,099	42,743
Police Armourer			
Year 1	51	46,652	48,518
Year 2	55	48,419	50,356
Year 3	58	49,792	51,784
Year 4	59	50,312	52,324
General Assistant, State Library	23	36,310	37,762
Photographic Operator, State Library	23	36,310	37,762
	26	37,268	38,759
Museum Assistant, Historic Houses Trust Grade 1 Years 1 to 4	20	34,836	36,229
	21	35,168	36,575
	25	36,969	38,448
	27	37,568	39,071
Grade 2, Years 1 to 5	30	38,602	40,146
	31	38,910	40,466
	34	39,976	41,575
	35	40,300	41,912
	36	40,710	42,338
Museum Guide, Historic Houses Trust Years 1 to 6	28	37,885	39,400
	30	38,602	40,146
	32	39,286	40,857
	34	39,976	41,575
	36	40,710	42,338
	39	41,868	43,543

Chief Guide, Historic Houses Trust	48	45,381	47,196
	51	46,652	48,518
Timber Inspectors, State Forests			
Chief Timber Inspector	92	69,431	72,208
Deputy Chief Timber Inspector	77	59,933	62,330
	80	61,779	64,250
Senior Timber Inspector	67	54,520	56,701
	68	54,920	57,117
	69	55,550	57,772
Timber Inspector	45	44,199	45,967
	47	45,007	46,807
	49	45,848	47,682
Entrance Attendant, Royal Botanic Gardens	51	46,652	48,518
	53	47,530	49,431
	56	48,874	50,829
	58	49,792	51,784
	30	38,602	40,146
Herbarium Assistants, Royal Botanic Gardens - Grade 1	18	34,243	35,613
	22	35,495	36,915
	25	36,969	38,448
	29	38,276	39,807
	32	39,286	40,857
Grade 2	34	39,976	41,575
	36	40,710	42,338
	37	41,099	42,743
	39	41,868	43,543
Centre Supervisor, State Sports Centre	37 (+ 10% all purpose allowance)	41,099	42,743
Centre Supervisor, State Sports Centre	40	42,214	43,903
Events Technical Officer, State Sports Centre	58	49,792	51,784
Maintenance Officer, State Sports Centre	55	48,419	50,356
Facilities Manager, State Sports Centre	111	83,907	87,263
Assistant Facilities Manager, State Sports Centre	67	54,520	56,701
General Assistant, WorkCover	19	34,543	35,925
	20	34,836	36,229
	22	35,495	36,915
	23	36,310	37,762
	25	36,969	38,448
Day Attendant, Australian Museum	18	34,243	35,613
	19	34,543	35,925
	20	34,836	36,229
	21	35,168	36,575
	23	36,310	37,762
Preparator, Australian Museum Assistant Preparator (55)	29	38,276	39,807
	34	39,976	41,575
	39	41,868	43,543
	43	43,450	45,188
Cadet Preparator (56)	21	35,168	36,575
	25	36,969	38,448
Chief Preparator	82	63,007	65,527
	84	64,182	66,749

Preparator (57) Grade I	46	44,538	46,320
	49	45,848	47,682
	52	47,127	49,012
Grade II	56	48,874	50,829
	60	50,789	52,810
Senior Preparator	63	52,385	54,480
	65	53,675	55,472
Cleaner/Messenger/Courtkeeper, Sheriff's Office, Attorney-General's Dept	30	38,602	40,146
Courtkeeper and Cleaner, Darlinghurst, Attorney-General's Dept	27	37,568	39,071
Courtkeeper/Cleaner and Messenger, Bathurst, Attorney-General's Dept	25	36,969	38,448
Courtkeeper/Cleaner and Messenger, Queanbeyan (Local Court), Attorney- General's Dept	25	36,969	38,448
Security Attendant, Attorney-General's Dept (formerly Assistant Service Officer)	17	33,910	35,266
	18	34,243	35,613
	20	34,836	36,229
	22	35,495	36,915
Basement Attendant, Attorney-General's Dept (formerly Assistant Service Officer)	23	36,310	37,762
Property Inspector, Public Trust Office	64	52,894	55,010
	67	54,520	56,701
	69	55,550	57,772
	73	57,732	60,041

Crown Employees (Geoscientists - Department of Mineral Resources) Award

Geoscientists, Department of Mineral Resources			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Geoscientists Department of Mineral Resources - Grade I			
1st year of service	47	45,007	46,807
2nd year of service	51	46,652	48,518
3rd year of service	57	49,305	51,277
4th year of service	64	52,894	55,010
5th year of service	71	56,659	58,925
6th year of service and thereafter	77	59,933	62,330
Grade II			
1st year of service	82	63,007	65,527
2nd year of service	85	64,854	67,448
3rd year of service	89	67,468	70,167
4th year of service and thereafter	94	70,913	73,750
Senior Geologist/Geophysicist			
1st year of service	97	73,138	76,064
2nd year of service	99	74,648	77,634
3rd year of service	102	76,872	79,947
4th year of service & thereafter	105	79,081	82,244
Principal Geologist/Geophysicist Research Officer, Curator Geological and Mining Museum			
1st year of service	111	83,907	87,263
2nd year of service & thereafter	114	86,356	89,810

Assistant Director of the Geological Survey			
1st year of service	119	90,811	94,443
2nd year of service	124	95,451	99,269
3rd year of service and thereafter	128	99,607	103,591

Crown Employees (Graphic Service Operators - Department of Lands) Award

Classification	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Commencing Salary	46	44,538	46,320
After completion of stage 1 training	49	45,848	47,682
After completion of stage 2 training	52	47,127	49,012
After completion of stage 3 training	55	48,419	50,356
Graphic Service Operator Class 1			
Commencing Salary	58	49,792	51,784
After completion of stage 1 training	61	51,292	53,344
After completion of stage 2 training	64	52,894	55,010
After completion of stage 3 training	67	54,520	56,701
After completion of stage 4 training	75	58,777	61,128
After completion of stage 5 training	78	60,631	63,056
Graphic Services Operator - Shift Supervisor			
Commencement salary	88	66,796	69,468
Year 2	91	68,794	71,546
Year 3	95	71,661	74,527
Year 4	98	73,938	76,896

Crown Employees (Harness Racing New South Wales) Conditions of Employment Award

Harness Racing New South Wales			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Group 1 Classified Officer			
(i) Chief Steward			
1st year	126	97,552	101,454
Thereafter	130	101,849	105,923
(ii) Chief Handicapper			
1st year	82	63,007	65,527
2nd year	85	64,854	67,448
3rd year	88	66,796	69,468
4th year	91	68,794	71,546
5th year	95	71,661	74,527
6th year	98	73,938	76,896
(iii) Deputy Chief Steward			
1st year	108	81,479	84,738
Thereafter	111	83,907	87,263
(iv) Deputy Chief Handicapper/ Club Liaison Officer			
1st year	75	58,777	61,128
2nd year	78	60,631	63,056
(v) Steward			
1st year	64	52,894	55,010
2nd year	67	54,520	56,701

3rd year	75	58,777	61,128
4th year	78	60,631	63,056
5th year	82	63,007	65,527
6th year	85	64,854	67,448
7th year	88	66,796	69,468
8th year	91	68,794	71,546
(vi) Handicapper			
1st year	46	44,538	46,320
2nd year	49	45,848	47,682
3rd year	52	47,127	49,012
4th year	55	48,419	50,356
5th year	58	49,792	51,784
6th year	61	51,292	53,344
(vii) Cadet Steward			
1st year	28	37,885	39,400
2nd year	32	39,286	40,857
3rd year	36	40,710	42,338
4th year	40	42,214	43,903
5th year	46	44,538	46,320
6th year	49	45,848	47,682
(viii) Cadet Handicapper			
1st year	28	37,885	39,400
2nd year	32	39,286	40,857
3rd year	36	40,710	42,338
4th year	40	42,214	43,903
ix) Freeze Branding Officer			
1st year	52	47,127	49,012
2nd year	55	48,419	50,356
3rd year	58	49,792	51,784
4th year	61	51,292	53,344
(x) Assistant Freeze Branding Officer			
1st year	28	37,885	39,400
2nd year	32	39,286	40,857
3rd year	36	40,710	42,338
4th year	40	42,214	43,903
(xi) Customer Relations Officer Grade 12			
Min	126	97,552	101,454
Max	130	101,849	105,923
(xii) Assistant Customer Relations Officer			
1st year	46	44,538	46,320
2nd year	49	45,848	47,682
3rd year	52	47,127	49,012
4th year	55	48,419	50,356
(xiii) Registrar			
1st year	82	63,007	65,527
2nd year	85	64,854	67,448
3rd year	88	66,796	69,468
4th year	91	68,794	71,546
(xiv) Deputy Registrar			
1st year	52	47,127	49,012
2nd year	55	48,419	50,356
3rd year	58	49,792	51,784
4th year	61	51,292	53,344
(xv) Accountant			
1st year	75	58,777	61,128
2nd year	78	60,631	63,056
3rd year	82	63,007	65,527

4th year	85	64,854	67,448
5th year	88	66,796	69,468
6th year	91	68,794	71,546
(xvi) Senior Accounts Clerk			
1st year	46	44,538	46,320
2nd year	49	45,848	47,682
3rd year	52	47,127	49,012
4th year	55	48,419	50,356
5th year	58	49,792	51,784
6th year	61	51,292	53,344
(xvii) Secretary to Department Head			
1st year	28	37,885	39,400
2nd year	32	39,286	40,857
3rd year	36	40,710	42,338
4th year	40	42,214	43,903
(xviii) Executive Assistant to General Manager			
1st year	46	44,538	46,320
Thereafter	49	45,848	47,682
Attendance at Race Meetings			
(i) The Chief Steward, Deputy Chief Steward, Steward, Starter, Cadet Steward required to attend race meetings on weekends and public holidays shall be paid an allowance of (A) per race meeting held less than 175 kilometres from the Authority's office, and shall be paid an allowance of (B) per race meeting held further than 175 kilometres from the Authority's office. This rate includes all incidents of work in the attendance at the race meeting.			
(ii) An officer, other than Chief Steward, Deputy Chief Steward, Steward, Starter, Cadet Steward required to attend a race meeting outside normal working hours, shall be paid an allowance of (C) per meeting. Such allowance is subject to adjustment according to State Wage Case movements. The rate includes all incidents of work associated with attendance at race meetings.			

	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
(A) Stewards Allowance - less than 250 km	316	329
(B) Stewards Allowance - further than 250 km	430	447
(C) Other than Stewards - Allowance	242	252

Crown Employees (Heritage Office 2003) Award

Heritage Officers, Heritage Office				
Classification & Grades	Salary Class	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
HO (Professional) Level 1	1	59	50,312	52,324
	2	69	55,550	57,772
	3	76	59,424	61,801
	4	80	61,779	64,250
	5	84	64,182	66,749
	6	90	68,137	70,862
	7	94	70,913	73,750
	8	97	73,138	76,064
	9	-	76,778	79,849

HO (Professional) Level 2	10	108	81,479	84,738
	11	-	83,843	87,197
	12	115	87,211	90,699
HO (Professional) Level 3	13	117	88,942	92,500
	14	-	92,671	96,378
	15	124	95,451	99,269
	16	128	99,607	103,591
	17	-	103,578	107,721
HO (Professional) Level 4	18	-	114,194	118,762
	19	-	118,978	123,737
	20	-	123,858	128,812
HO (Administration) Level 1				
1st year of service		-	27,786	28,897
2nd year of service		11	31,464	32,723
3rd year of service		17	33,910	35,266
4th year of service		23	36,310	37,762
5th year of service		28	37,885	39,400
6th year of service		32	39,286	40,857
7th year of service		40	42,214	43,903
HO (Administration) Level 2				
1st year of service		49	45,848	47,682
2nd year of service		55	48,419	50,356
HO (Administration) Level 3				
1st year of service		61	51,292	53,344
2nd year of service		67	54,520	56,701
HO (Administration) Level 4				
1st year of service		78	60,631	63,056
2nd year of service		82	63,007	65,527
3rd year of service		85	64,854	67,448
HO (Administration) Level 5				
1st year of service		91	68,794	71,546
2nd year of service		95	71,661	74,527
3rd year of service		98	73,938	76,896
HO (Administration) Level 6				
1st year of service		104	78,283	81,414
2nd year of service		108	81,479	84,738
3rd year of service		111	83,907	87,263
HO (Administration) Level 7				
1st year of service		116	88,066	91,589
2nd year of service		120	91,800	95,472
3rd year of service		126	97,552	101,454
4th year of service		130	101,849	105,923
HO (Clerical Officer) Level 1				
1st year of service		3	20,340	21,154
2nd year of service		6	24,473	25,452
3rd year of service		9	29,477	30,656
4th year of service		11	31,464	32,723
5th year of service		-	32,593	33,897
6th year of service		23	36,310	37,762
7th year of service		28	37,885	39,400
8th year of service		32	39,286	40,857
9th year of service		40	42,214	43,903
HO (Clerical Officer) Level 2				
1st year of service		49	45,848	47,682

HO (Clerical Officer) Level 3 1st year of service		55	48,419	50,356
HO (Clerical Officer) Level 4 1st year of service		61	51,292	53,344
HO (Clerical Officer) Level 5 1st year of service		67	54,520	56,701
HO (Clerical Officer) Level 6 1st year of service		78	60,631	63,056
HO (Clerical Officer) Level 7 1st year of service		82	63,007	65,527
HO (Clerical Officer) Level 7 2nd year of service		85	64,854	67,448
HO (Student) Level 1 1st year of service		23	36,310	37,762
HO (Student) Level 1 2nd year of service		28	37,885	39,400
HO (Student) Level 1 3rd year of service		32	39,286	40,857
HO (Student) Level 1 4th year of service		40	42,214	43,903

Crown Employees Historic Houses Trust (Gardens - Horticulture and Trades Staff) Award 2004

Gardens - Horticulture and Trades Staff Historic Houses Trust		
Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Horticultural/Trades Officer Level One	32,702	34,010
Level Two Year 1	36,310	37,762
Level Two Year thereafter	37,268	38,759
Level Three Year 1	38,602	40,146
Level Three Year thereafter	39,976	41,575
Level Four Year 1	41,441	43,099
Level Four Year thereafter	42,688	44,396
Level Five Year 1	44,199	45,967
Level Five Year thereafter	45,381	47,196
Level Six Year 1	46,652	48,518
Level Six Year thereafter	47,945	49,863
Level Seven Year 1	49,305	51,277
Level Seven Year thereafter	50,779	52,810
Level Eight Year 1	52,385	54,480
Level Eight Year thereafter	54,520	56,701
Level Nine Year 1	56,659	58,925
Level Nine Year thereafter	58,777	61,128
Level Ten Year 1	60,631	63,056
Level Ten Year thereafter	62,334	64,827
Level Eleven Year 1	67,468	70,167
Level Eleven Year thereafter	71,661	74,527

Crown Employees (Home Care Service of New South Wales - Administrative Staff) Award 2004

Home Care Service of New South Wales Administrative Staff			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Home Care Gradings and Pay Scales -			
Grade 1 -			
Step 1	29	38,276	39,807
Step 2	33	39,605	41,189
Grade 2 -			
Step 1	35	40,300	41,912
Step 2	38	41,441	43,099
Grade 3 -			
Step 1	40	42,214	43,903
Step 2	43	43,450	45,188
Grade 4 -			
Step 1	45	44,199	45,967
Step 2	49	45,848	47,682
Grade 5 -			
Step 1	52	47,127	49,012
Step 2	56	48,874	50,829
Grade 6 -			
Step 1	58	49,792	51,784
Step 2	62	51,776	53,847
Grade 7 -			
Step 1	64	52,894	55,010
Step 2	68	54,920	57,117
Grade 8 -			
Step 1	70	56,097	58,341
Step 2	74	58,190	60,518
Grade 9 -			
Step 1	76	59,424	61,801
Step 2	79	61,116	63,561
Grade 10 -			
Step 1	81	62,334	64,827
Step 2	84	64,182	66,749
Grade 11 -			
Step 1	86	65,434	68,051
Step 2	89	67,468	70,167
Grade 12 -			
Step 1	90	68,137	70,862
Step 2	94	70,913	73,750
Grade 13 -			
Step 1	96	72,412	75,308
Step 2	100	75,411	78,427
Grade 14 -			
Step 1	102	76,872	79,947
Step 2	105	79,081	82,244
Grade 15 -			
Step 1	107	80,679	83,906
Step 2	110	83,095	86,419
Grade 16 -			
Step 1	112	84,724	88,113
Step 2	115	87,211	90,699

Grade 17 -			
Step 1	117	88,942	92,500
Step 2	120	91,800	95,472
Grade 18 -			
Step 1	121	92,589	96,293
Step 2	124	95,451	99,269
Grade 19 -			
Step 1	126	97,552	101,454
Step 2	130	101,849	105,923

Crown Employees (Interpreters and Translators, Community Relations Commission) Award 2003

Interpreters and Translators - Community Relations Commission			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Interpreting/Translating Officer			
Year 1	49	45,848	47,682
Year 2	56	48,874	50,829
Year 3	63	52,385	54,480
Interpreter/Translator			
Year 1	56	48,874	50,829
Year 2	63	52,385	54,480
Year 3	70	56,097	58,341
Year 4	76	59,424	61,801
Year 5	81	62,334	64,827
Senior Interpreter/Translator			
Year 1	84	64,182	66,749
Year 2	87	66,138	68,784
Year 3	91	68,794	71,546
Casual Interpreter			
Base Hourly Rate (Unloaded)	-	34.12	35.48
Hourly Rate (Base + 54.5%)	-	52.72	54.82
Base Overtime Rate (Base + 34.5%)	-	45.89	47.72
Casual Translator			
Standard Document	-	26.38	27.44
Non Standard Document Translation			
First 200 words or part thereof	-	52.72	54.83
Then 100 words thereafter or part thereof	-	26.38	27.44
Editing			
First 200 words or part thereof	-	39.55	41.13
Then 100 words thereafter or part thereof	-	19.77	20.56
Proof Reading			
First 200 words or part thereof	-	26.38	27.44
Then 100 words thereafter or part thereof	-	13.18	13.71
Checking			
First 200 words or part thereof	-	39.55	41.13
Then 100 words thereafter or part thereof	-	19.77	20.56

Crown Employees (Jenolan Caves Reserve Trust) Salaries Award

Jenolan Caves Reserve Trust Officers		
Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Administration Officer	41,701	43,369
Administration Officer (Special)	43,216	44,945
Business Development Manager	78,284	81,415
Caretaker Binda Cabins	40,122	41,727
Visitor Services Manager	52,162	54,248
Executive Assistant	60,198	62,606
General Manager	133,678	139,025
Guide - Grade 1	40,122	41,727
Guide - Grade 2	41,701	43,369
Guide - Grade 2 (Special Duties)	41,701	43,369
Senior Environment Manager	93,816	97,569
Karst Resources Officer	60,198	62,606
Maintenance Officer	37,834	39,347
Manager - Jenolan Caves	78,394	81,530
Manager - Wombeyan Caves	66,793	69,465
Ranger (Animals)	44,808	46,600
Ranger (Weeds)	44,808	46,600
Senior Finance Officer	66,793	69,465
Senior Guide (Guide - Grade 3)	44,808	46,600
System Administrator/Finance Officer	60,198	62,606
Team Leader - Electrical	52,162	54,248
Team Leader - Maintenance	52,162	54,248
Trades Officer	43,216	44,945
Trades Officer - Electrical (W/ends)	49,207	51,175
Visitor Services Officer (Tickets - PT)*	40,122	41,727
Visitor Services Officer (Tickets)	40,122	41,727
*Visitor Services Officer part-time works four days per week. Proposed base rate is 80 per cent of Level 1A base rate		

Crown Employees (Kingsford Smith Airport Travel Centre) Award 2003

Classification	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Travel Consultant		
Year 1	38,110	39,634
Year 2	39,699	41,287
Senior Travel Consultant		
Year 1	42,875	44,590
Year 2	44,461	46,239
Supervisor		
Year 1	50,814	52,847
Year 2	52,401	54,497

Crown Employees (Land Information Officers - Department of Mineral Resources) Award

Land Information Officers - Department of Mineral Resources			
Classification	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Land Information Officer Level 1			
Year 1	20	34,836	36,229
Year 2	27	37,568	39,071
Year 3	36	40,710	42,338
Year 4	46	44,538	46,320
Land Information Officer Level 2			
Year 1	52	47,127	49,012
Year 2	57	49,305	51,277
Year 3	62	51,776	53,847
Land Information Officer Level 3			
Year 1	67	54,520	56,701
Year 2	71	56,659	58,925
Year 3	75	58,777	61,128
Year 4	78	60,631	63,056
Land Information Officer Level 4			
Year 1	82	63,007	65,527
Year 2	85	64,854	67,448
Year 3	88	66,796	69,468
Land Information Officer Level 5			
Year 1	91	68,794	71,546
Year 2	94	70,913	73,750
Year 3	98	73,938	76,896
Land Information Officer Level 6			
Year 1	101	76,142	79,188
Year 2	105	79,081	82,244
Year 3	108	81,479	84,738
Year 4	111	83,907	87,263
Land Information Officer Level 7			
Year 1	116	88,066	91,589
Year 2	120	91,800	95,472
Year 3	126	97,552	101,454
Year 4	130	101,849	105,923

Crown Employees (Lands Officers, Department of Lands and Department of Infrastructure, Planning and Natural Resources 2003) Award

Lands Officers			
Department of Lands and Department of Infrastructure, Planning and Natural Resources			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Level 1			
1st year of service or age 18	7	26,014	27,055
2nd year of service or age 20	11	31,464	32,723
3rd year of service or age 21	17	33,910	35,266
4th year of service	20	34,836	36,229
5th year of service	23	36,310	37,762
6th year of service	25	36,969	38,448
7th year of service	28	37,885	39,400

8th year of service	32	39,286	40,857
9th year of service	36	40,710	42,338
10th year of service	40	42,214	43,903
11th year of service	46	44,538	46,320
12th year of service	49	45,848	47,682
Provided that a Lands Officer with the Higher School Certificate at age 19 years shall not be paid less than	9	29,477	30,656
Level 2			
1st year of service	52	47,127	49,012
2nd year of service	55	48,419	50,356
3rd year of service	58	49,792	51,784
4th year of service	61	51,292	53,344
5th year of service	64	52,894	55,010
6th year of service	67	54,520	56,701
Level 3			
1st year of service	75	58,777	61,128
2nd year of service	78	60,631	63,056
Level 4			
1st year of service	82	63,007	65,527
2nd year of service	85	64,854	67,448
Level 5			
1st year of service	88	66,796	69,468
2nd year of service	91	68,794	71,546
Level 6			
1st year of service	95	71,661	74,527
2nd year of service	98	73,938	76,896
Level 7			
1st year of service	101	76,142	79,188
2nd year of service	104	78,283	81,414
3rd year of service	108	81,479	84,738
4th year of service	111	83,907	87,263
Level 8			
1st year of service	116	88,066	91,589
2nd year of service	120	91,800	95,472
3rd year of service	126	97,552	101,454
4th year of service	130	101,849	105,923

Crown Employees Learning and Development Officers (State Emergency Service 2004) Award

Learning and Development Officers - Full-time State Emergency Service			
Classification	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
1st year of service	82	63,007	65,527
2nd year of service	85	64,854	67,448
3rd year of service	88	66,796	69,468
Thereafter	91	68,794	71,546

Crown Employees - Legal Officers (Crown Solicitors Office, Legal Aid Commission, Office of Director of Public Prosecutions and Parliamentary Counsel's Office) Award

Legal Officers			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Legal Officers			
Grade I			
1st year of service	51	46,652	48,518
2nd year of service	55	48,419	50,356
3rd year of service	58	49,792	51,784
4th year of service	61	51,292	53,344
5th year of service	65	53,338	55,472
Grade II			
1st year of service	73	57,732	60,041
2nd year of service	78	60,631	63,056
3rd year of service	84	64,182	66,749
4th year of service	89	67,468	70,167
5th year of service	93	70,160	72,966
Grade III			
1st year of service	98	73,938	76,896
2nd year of service	101	76,142	79,188
3rd year of service	105	79,081	82,244
Grade IV			
1st year of service	112	84,724	88,113
2nd year of service	114	86,356	89,810
Grade V			
1st year of service	119	90,811	94,443
2nd year of service	121	92,589	96,293
Grade VI			
1st year of service	126	97,552	101,454
2nd year of service	128	99,607	103,591

Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award 2005

Librarians and Archivists			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Grade 1			
Year 1	46	44,538	46,320
Year 2	52	47,127	49,012
Grade 2			
Year 3	58	49,792	51,784
Year 4	64	52,894	55,010
Year 5	69	55,550	57,772
Year 6	74	58,190	60,518
Grade 3			
Year 1	78	60,631	63,056
Year 2	82	63,007	65,527
Year 3	87	66,138	68,784
Year 4	91	68,794	71,546
Grade 4			
Year 1	96	72,412	75,308
Year 2	99	74,648	77,634

Year 3	103	77,580	80,683
Year 4	107	80,679	83,906
Grade 4			
Year 1	110	83,095	86,419
Year 2	113	85,540	88,962
Year 3	116	88,066	91,589
Year 4	119	90,811	94,443
Grade 5			
Year 1	122	93,374	97,109
Year 2	125	96,504	100,364
Year 3	128	99,607	103,591
Year 4	-	102,986	107,105
Library Assistants and Library Technicians			
Library Assistant			
Year 1	20	34,836	36,229
Year 2	25	36,969	38,448
Year 3	32	39,286	40,857
Year 4	40	42,214	43,903
Year 5	44	43,773	45,524
Library Technician			
Grade 1			
Year 1	46	44,538	46,320
Year 2	52	47,127	49,012
Year 3	58	49,792	51,784
Year 4	64	52,894	55,010
Grade 2			
Year 1	75	58,777	61,128
Year 2	78	60,631	63,056
Year 3	82	63,007	65,527
Year 4	87	66,138	68,784

Crown Employees (Lord Howe Island Board Salaries and Conditions 2004) Award

Lord Howe Island Board Officer		
Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
LHIB Officer		
Grade 1		
Year 1	37,816	39,329
Year 2	39,503	41,083
Year 3	40,479	42,098
LHIB Officer		
Grade 2		
Year 1	41,558	43,220
Year 2	41,970	43,649
	43,787	45,538
LHIB Officer		
Grade 3		
Year 1	44,522	46,303
Year 2	45,775	47,606
Year 3	47,289	49,181
LHIB Officer		
Grade 4		
Year 1	48,664	50,611
Year 2	50,975	53,014
Year 3	52,926	55,043

LHIB Officer Grade 5		
Year 1	54,052	56,214
Year 2	55,596	57,820
Year 3	58,822	61,175
LHIB Officer Grade 5A		
Year 1	58,823	61,176
Year 2	60,548	62,970
Year 3	67,915	70,632
Year 4	70,662	73,488
Year 5	72,844	75,758
Year 6	75,262	78,272
LHIB Officer Grade 6		
Year 1	60,548	62,970
Year 2	67,915	70,632
Year 3	70,662	73,488
LHIB Officer Grade 7		
Year 1	72,844	75,758
Year 2	75,262	78,272
Year 3	80,072	83,275
LHIB Officer Grade 8		
Year 1	82,396	85,692
Year 2	86,382	89,837
Year 3	89,962	93,560
LHIB Senior Officer Grade 1		
Year 1	99,448	103,426
Year 2	103,747	107,897

Crown Employees (Mine Safety and Environment Officers - Department of Mineral Resources) Award

	Classification and Grade	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Inspector Grade 1 Mine Safety Officer	Level 1	50	46,291	48,143
Inspector (Information and Analysis)	Level 2	57	49,305	51,277
Inspector (Mining)	Level 3	63	52,385	54,480
Inspector (Environment)	Level 4	69	55,550	57,772
	Level 5	75	58,777	61,128
	Level 6	80	61,779	64,250
	Level 7	92	69,431	72,208
	Level 8	102	76,872	79,947
	Level 9	112	84,724	88,113
Inspector Grade 2 Inspector (Review, Enforcement and Systems)	Level 1	-	96,463	100,322
Mine Safety Officer	Level 2	-	99,704	103,692
Inspector (Mining)	Level 3	-	102,875	106,990
Inspector (Environment)	Level 4	-	105,464	109,683
	Level 5	-	108,973	113,332
	Level 6	-	111,653	116,119

Inspector Grade 3 Inspector (Management and/or Systems)	Level 1	-	123,077	128,000
Inspector (Mining)	Level 2	-	127,637	132,742
Inspector (Environment)	Level 3	-	132,616	137,921
	Level 4	-	137,531	143,032
	Level 5	-	142,443	148,141
Inspector Grade 4 Regional Manager Grade 4	Level 1	-	144,372	150,147
Assistant Director Deputy Chief Inspector Grade 4	Level 2	-	149,722	155,711

Crown Employees (Museum of Applied Arts and Sciences - Casual Guide Lecturers) Award 2004

Casual Guide Lecturers - Museum of Applied Arts and Sciences		
Classification & Grades	1.7.06 Per hour	1.7.07 Per hour +4%
	\$	\$
	32.96	34.28

Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award

National Parks and Wildlife Service		
Classification and Grades	1.7.06 Per annum	1.7.07 Per annum +4%
	\$	\$
Law Enforcement		
Chief Law Enforcement Officer	72,741	75,651
Law Enforcement Officer	68,707	71,455
Ranger Classification		
Trainee Rangers		
1st year of service	39,891	41,487
2nd year of service	40,608	42,232
3rd year of service	41,832	43,505
4th year of service	42,582	44,285
5th year of service	43,024	44,745
6th year of service	43,646	45,392
Rangers		
Grade 1		
1st level	43,646	45,392
2nd level	45,363	47,178
3rd level	47,894	49,810
4th level	51,332	53,385
5th level	56,578	58,841
6th level	59,889	62,285
Grade 2		
1st year	61,083	63,526
2nd year	62,896	65,412
3rd year	64,810	67,402
4th year	67,415	70,112
Senior Ranger		
1st year & thereafter	72,455	75,353

Assistant District Manager		
Grade 1	74,614	77,599
Grade 2	79,844	83,038
Grade 3	86,299	89,751
Grade 4	89,959	93,557
District Manager		
Grade 1	76,715	79,784
Grade 2	82,226	85,515
Grade 3	89,959	93,557
Grade 4	95,595	99,419
Grade 5	99,806	103,798
Project/Research Officer		
Grade 1		
1st year	45,203	47,011
2nd year	46,653	48,519
3rd year	50,892	52,928
4th year	54,869	57,064
5th year	58,821	61,174
Grade 2*		
1st year	63,007	65,527
2nd year	64,851	67,445
3rd year	66,796	69,468
Grade 3*		
1st year	70,160	72,966
2nd year	72,412	75,308
3rd year	74,653	77,639
4th year	76,140	79,186
Grade 4*		
1st year	76,870	79,945
2nd year	79,081	82,244
Grade 5		
1st year	83,090	86,414
2nd year	86,615	90,080
Grade 6		
1st year	92,040	95,722
2nd year	93,006	96,726
* Progression criteria applies		
Project Officer (Aboriginal Positions)		
Grade 1		
1st year	45,203	47,011
2nd year	46,653	48,519
3rd year	50,892	52,928
4th year	54,869	57,064
5th year	58,821	61,174
Grade 2*		
1st year	63,007	65,527
2nd year	64,851	67,445
3rd year	66,796	69,468
Grade 3*		
1st year	70,160	72,966
2nd year	72,412	75,308
3rd year	74,653	77,639
4th year	76,140	79,186
Grade 4*		
1st year	76,870	79,945
2nd year	79,081	82,244

Grade 5		
1st year	83,090	86,414
2nd year	86,615	90,080
Grade 6		
1st year	92,040	95,722
2nd year	93,006	96,726
*Progression criteria applies		
Field Officer		
Trainee		
1st year	36,972	38,451
2nd year	37,923	39,440
Field Officer		
Grade 1		
1st year	40,418	42,035
2nd year	41,175	42,822
Grade 2		
1st year	41,792	43,464
2nd year	42,592	44,296
Grade 3 (A)		
1st year	43,367	45,102
2nd year	44,132	45,897
Grade 3 (B)		
1st year	43,367	45,102
2nd year	44,132	45,897
Grade 4 (A)(Special)		
1st year	44,931	46,728
2nd year	45,742	47,572
Grade 4 (A) Plant - (Special)		
1st year	44,931	46,728
2nd year	45,742	47,572
Senior Field Officer and Senior Field Officer (Plant)		
Grade 1		
1st year	46,535	48,396
2nd year	47,176	49,063
Grade 2		
1st year	47,975	49,894
2nd year	48,826	50,779
Grade 3 (Geographic)		
1st year	49,243	51,213
2nd year	50,085	52,088
Field Supervisor		
Grade 1		
1st year	50,502	52,522
2nd year	51,380	53,435
Grade 2		
1st year	52,037	54,118
2nd year	52,969	55,088
Senior Field Supervisor		
1st year	54,876	57,071
2nd year	55,815	58,048

Crown Employees (New South Wales Attorney General's Department Reporting Services Branch Sound Reporters) Award 2003

Multi-Skilled Reporters and Sound Reporters Dual Remote			
Classification and Grade	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Trainee Multi-Skilled Sound Reporter Year 1	46	44,538	46,320
Multi-Skilled Sound Reporter Year 2	52	47,127	49,012
Multi-Skilled Sound Reporter Year 3	55	48,419	50,356
Multi-Skilled Sound Reporter Year 4	58	49,792	51,784
Multi-Skilled Sound Reporter Year 5	61	51,292	53,344
Sound Reporter Dual Remote	64	52,894	55,010

Crown Employees (New South Wales Department of Ageing, Disability and Home Care) Community Living and Residential (State) Award 2004

Community Living and Residential Staff - Department of Ageing, Disability and Home Care		
Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
House Manager	63,537	66,078
Residential Support Worker - Level 1		
Year 1	37,794	39,306
Year 2	38,459	39,997
Year 3	39,466	41,045
Residential Support Worker - Level 2		
Year 1	40,233	41,842
Year 2	40,993	42,633
Year 3	42,122	43,807
Year 4	42,853	44,567
Year 5	43,609	45,353
Year 6	45,067	46,870
Year 7	46,533	48,394
Residential Support Worker - Level 3		
Year 1	48,281	50,212
Year 2	50,695	52,723
Year 3	51,785	53,856
Year 4	53,375	55,510
Year 5	55,942	58,180
Year 6	58,675	61,022
Year 7	61,025	63,466
Year 8	61,687	64,154
Community Support Worker (CSW) -		
Year 1	37,794	39,306
Year 2	38,459	39,997
Year 3	39,466	41,045
Year 4	40,233	41,842
Year 5	40,993	42,633
Community Worker (CW) -		
Year 1	40,993	42,633
Year 2	42,122	43,807
Year 3	43,609	45,353
Year 4	46,135	47,980
Year 5	48,281	50,212
Year 6	50,695	52,723

Year 7	53,375	55,510
Year 8	55,942	58,180
Community Consultant		
Year 1	53,970	56,129
Year 2	56,660	58,926
Year 3	58,777	61,128
Year 4	61,115	63,560
Year 5	64,182	66,749
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.		
(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 5 to 10	2,904	3,020
No of staff Supervised 11 to 25	4,850	5,044
No of staff Supervised 26 to 40	6,797	7,069
No of staff Supervised 40 +	7,755	8,065

Crown Employees (New South Wales Department of Ageing, Disability and Home Care) Residential Centre Support Services Staff (State) Award

Residential Centre Support Services Staff - Department of Ageing, Disability and Home Care		
Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Schedule A		
Transport Driver		
Up to 2,950 kilograms	36,482	37,941
Over 2,950 kilos & up to 4,650 kilos*	36,779	38,250
Over 4,650 kilos & up to 6,250 kilos*	37,091	38,575
Over 6,250 kilos & up to 7,700 kilos*	37,091	38,575
Over 7,700 kilos & up to 9,200 kilos*	37,471	38,970
Over 9,200 kilos & up to 10,800 kilos*	37,471	38,970
Over 10,800 kilos & up to 12,350 kilos*	37,794	39,306
Over 12,350 kilos & up to 13,950 kilos*	38,092	39,616
Over 13,950 kilos & up to 15,500 kilos*	38,092	39,616
Over 15,500 kilos & up to 16,950 kilos*	38,466	40,005
Over 16,950 kilos & up to 18,400 kilos*	38,466	40,005
Over 18,400 kilos & up to 19,750 kilos*	38,466	40,005
Over 19,750 kilos & up to 21,000 kilos*	38,466	40,005
Over 21,000 kilos & up to 22,450 kilos*	38,782	40,333
*Manufacturer's Gross Vehicle Mass		
Extra Hand	36,482	37,941
Services Support Officer -		
Grade 1	33,523	34,864
Grade 2	34,426	35,803
Grade 3	35,547	36,969
Apprentice Cook -		
1st six months (50%)	18,241	18,971
2nd six months (70%)	25,537	26,559
3rd six months (80%)	29,186	30,353

4th six months (85%)	31,010	32,250
5th six months (90%)	32,834	34,147
6th six months (95%)	34,658	36,044
Cook -		
1st Cook	38,092	39,616
2nd Cook	37,471	38,970
Cook - Other	36,482	37,941
Rydalmere - 1st Cook (incumbent as at 19/4/1999 only)	39,855	41,449
Outdoor Attendant Sewerage Works - Peat Island	38,092	39,616
Gardener (Tradesperson)	40,236	41,845
Gardener (non-Tradesperson)	37,794	39,306
Boiler Attendant Attend 1 high pressure boiler	36,482	37,941
Instructor Woodwork -		
Without Qualifications - 1st Year	43,607	45,351
Without Qualifications - 2nd Year	44,434	46,211
Without Qualifications - Thereafter	44,885	46,680
With Qualifications - 1st Year	44,533	46,314
With Qualifications - 2nd Year	45,676	47,503
With Qualifications - Thereafter	46,139	47,985
Technical Instructor Without Qualifications -		
1st Year	40,990	42,630
2nd Year	41,323	42,976
Thereafter	41,792	43,464
Technical Instructor With Qualifications -		
1st Year	42,538	44,240
2nd Year	42,853	44,567
Thereafter	43,607	45,351
Therapy Aide -		
1st Year	36,484	37,943
2nd Year	37,095	38,579
Thereafter	38,089	39,613
Supervisor - Linen Distribution -		
Rydalmere	38,460	39,998
Marsden, Grosvenor	36,745	38,215
Schedule B - Special Allowances		
(i) A Services Support Officer, Grade 1 or Grade 2, called upon to work as a Cook shall:		
(a) be paid an allowance at the rate for "Cook - Other" for the whole day where the period of relief is for four hours or more;		
(b) be paid an allowance at the rate for "Cook - Other" for the actual period of relief where such period exceeds one hour but is less than four hours;		
(c) not be paid any allowance where the period of relief is for one hour or less.		
(ii) Services Support Officers Grade 2 additional duties allowance	11.50 per week	12.00 per week
(iii) Sewerage works and grease traps allowance \$3.40 per week (the allowance is not automatically adjusted in the future)		

(iv) Sewerage chokages allowance	6.90 per day	7.20 per week
(v) Drivers and Extra Hands who handle wet and dry garbage shall be paid an allowance per hour	0.37 per hour	0.38 per hour
(vi) Officers required to handle linen of a nauseous nature (other than in sealed bags) allowance per shift	3.30 per shift	3.40 per shift
(vii) Leading Hand Allowance (Per Week)		
In charge of 2 to 5 other officers	23.80	24.80
In charge of 6 to 10 other officers	33.90	35.30
In charge of 11 to 15 other officers	43.20	44.90
In charge of 16 to 19 other officers	52.90	55.00
(viii) A Boiler Attendant required to attend more than one high pressure boiler	627 per annum	652 per annum
(ix) Uniform Allowance - If the uniform of an officer is not laundered at the expense of the Dept \$5.35 per week		
(x) Officers shall be paid the amounts prescribed in Schedule C - Allowances, of Part B, Monetary Rates, when working in situations where the conditions encountered are not normally encountered by officers of that classification.		
Schedule C - Allowances See subclause (x) of Schedule B - Special Allowances.		
(i) Cold Places - Where temperature is reduced by artificial means to below 0 degrees Celsius	0.58 per hour	0.60 per hour
(ii) Confined Spaces	0.73 per hour	0.76 per hour
(iii) Dirty Work	0.58 per hour	0.60 per hour
(iv) Height Money Officers working at a height of 7.5 metres from the ground, deck, floor or water	0.58 per hour	0.60 per hour
And for every additional 3 metres	0.16 per hour	0.17 per hour
(v) Hot Places Officers working in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius Where the temperature exceeds 54 degrees Celsius	0.58 per hour 0.73 per hour	0.60 per hour 0.76 per hour
(vi)(a) Insulation Material Officers working in any room or similar area or in any confined (unventilated) space where pumice or other recognised insulating material is being used in insulating work	0.48 per hour	0.50 per hour

Where the insulating material is silicate	0.73 per hour	0.76 per hour
(b) Asbestos An officer required to work with any materials containing asbestos and where safeguards include the mandatory wearing of protective equipment	0.59 per hour	0.61 per hour
(vii) Smoke Boxes, etc. Officers working on repairs to smoke boxes, furnaces or flues of boilers	0.38 per hour	0.40 per hour
Officers working on repairs to oil fired boilers, including the casings, uptakes and funnels or flues and smoke stacks,	1.42 per hour	1.48 per hour
(viii) Wet Places (a) (1) An officer working in a place where water other than rain is falling so that their clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate their boots	0.58 per hour	0.60 per hour
(2) Where an officer is required to work in the rain,	0.58 per hour	0.60 per hour
(b) An officer called upon to work knee-deep in mud or water.	4.52 per day	4.70 per day
(ix) Acid Furnaces, Stills, etc.- An officer engaged on the construction or alteration	2.92 per hour	3.04 per hour
or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work		
(x) Depth Money - An officer engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth	0.58 per hour	0.60 per hour
(xi) Swinging Scaffolds - (a) An officer working in a bosun's chair or on a swinging scaffold shall be paid:		
For the first four hours whilst so engaged	4.22 per hour	4.39 per hour
After four hours.	0.85 per hour	0.88 per hour
(xii) Spray Application - carried out in other than a properly constructed booth	0.58 per hour	0.60 per hour
(xiii) Roof Work	0.73 per hour	0.76 per hour
(xiv) Explosive Powered Tools Officers required to use explosive powered tools shall be paid	0.04 per hour	0.04 per hour
With a minimum payment per day	1.36 per day	1.41 per day

(xv) Morgues	0.67 per hour	0.70 per hour
(xvi) Toxic and Obnoxious Substances -		
(a) An officer engaged in either the preparation and/or the application of toxic or epoxy based materials	0.73 per hour	0.76 per hour
(b) In addition, officers applying such material in buildings where the air-conditioning plant is not operating.	0.50 per hour	0.52 per hour
(c) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and, in addition, protective clothing shall be supplied where recommended by the Department.		
(d) Officers working in close proximity to officers so engaged	0.58 per hour	0.60 per hour
Domestic Assistant *Current incumbents only	33,820	35,173
Outdoor Attendant (Other) 11th year and thereafter *Current incumbents only	36,192	37,640
Kitchenman 2nd year *Current incumbents only	34,752	36,142

Crown Employees (NSW Department of Commerce, Government Chief Information Office and OICT Projects, Office of Public Works and Services) Award 2005

Officer Salary Rates -GCIO and OICT				
Classifications & Grades		Common Salary Point	1.07.06 Per annum \$	1.07.07 Per annum +4% \$
General Scale	Year 1	7	26,014	27,055
	Year 2	11	31,464	32,723
	Year 3	17	33,910	35,266
	Year 4	20	34,836	36,229
	Year 5	23	36,310	37,762
	Year 6	25	36,969	38,448
	Year 7	28	37,885	39,400
	Year 8	32	39,286	40,857
	Year 9	36	40,710	42,338
	Year 10	40	42,214	43,903
Grade 1-2	Year 1	46	44,538	46,320
	Year 2	49	45,848	47,682
	Year 3	52	47,127	49,012
	Year 4	55	48,419	50,356
Grade 3-4	Year 1	58	49,792	51,784
	Year 2	61	51,292	53,344
	Year 3	64	52,894	55,010
	Year 4	67	54,520	56,701
Grade 5-6	Year 1	75	58,777	61,128
	Year 2	78	60,631	63,056
	Year 3	82	63,007	65,527
	Year 4	85	64,854	67,448
Grade 7-8	Year 1	88	66,796	69,468
	Year 2	91	68,794	71,546
	Year 3	95	71,661	74,527
	Year 4	98	73,938	76,896

Grade 9-10	Year 1	101	76,142	79,188
	Year 2	104	78,283	81,414
	Year 3	108	81,479	84,738
	Year 4	111	83,907	87,263
Grade 11	Year 1	116	88,066	91,589
	Year 2	120	91,800	95,472
Grade 12	Year 1	126	97,552	101,454
	Year 2	130	101,849	105,923
Senior Officer	Year 1	-	113,961	118,519
Grade 1	Year 2	-	122,796	127,708
Senior Officer	Year 1	-	124,873	129,868
Grade 2	Year 2	-	133,678	139,025
Senior Officer	Year 1	-	138,152	143,678
Grade 3	Year 2	-	151,650	157,716

Crown Employees (NSW Department of Lands -Conditions of Employment) Award 2004

Departmental Officer				
Classifications & Grades		Common Salary Point	1.07.06 Per annum \$	1.07.07 Per annum +4% \$
General Scale	Year 1	7	26,014	27,055
	Year 2	11	31,464	32,723
	Year 3	17	33,910	35,266
	Year 4	20	34,836	36,229
	Year 5	23	36,310	37,762
	Year 6	25	36,969	38,448
	Year 7	28	37,885	39,400
	Year 8	32	39,286	40,857
	Year 9	36	40,710	42,338
	Year 10	40	42,214	43,903
Grade 1-2 (Level 1)	Year 1	46	44,538	46,320
	Year 2	49	45,848	47,682
	Year 3	52	47,127	49,012
	Year 4	55	48,419	50,356
Grade 3-4 (Level 2)	Year 1	58	49,792	51,784
	Year 2	61	51,292	53,344
	Year 3	64	52,894	55,010
	Year 4	67	54,520	56,701
Grade 5-6 (Level 3)	Year 1	75	58,777	61,128
	Year 2	78	60,631	63,056
	Year 3	82	63,007	65,527
	Year 4	85	64,854	67,448
Grade 7-8 (Level 4)	Year 1	88	66,796	69,468
	Year 2	91	68,794	71,546
	Year 3	95	71,661	74,527
	Year 4	98	73,938	76,896
Grade 9-10 (Level 5)	Year 1	101	76,142	79,188
	Year 2	104	78,283	81,414
	Year 3	108	81,479	84,738
	Year 4	111	83,907	87,263
Grade 11 (Level 6)	Year 1	116	88,066	91,589
	Year 2	120	91,800	95,472
Grade 12 (Level 7)	Year 1	126	97,552	101,454
	Year 2	130	101,849	105,923
Senior Officer	Year 1	-	113,961	118,519
Grade 1 (Level 8)	Year 2	-	122,796	127,708

Senior Officer	Year 1	-	124,873	129,868
Grade 2 (Level 9)	Year 2	-	133,678	139,025
Senior Officer	Year 1	-	138,152	143,678
Grade 3 (Level 10)	Year 2	-	151,650	157,716

Crown Employees (NSW Department of Tourism, Sport and Recreation - Program Officers) Award

Program Officers - NSW Department of Tourism, Sport and Recreation		
Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Program Officers		
Level 1	41,714	43,383
Level 2	43,350	45,084
Level 3	45,795	47,627
Level 4	49,068	51,031
Level 5	50,702	52,730
Level 6	53,163	55,290
Level 7	55,612	57,836
Level 8	58,072	60,395
Level 9	60,517	62,938
Level 10	62,977	65,496
Level 11	65,421	68,038
Level 12	67,059	69,741
Program Officers Temporary Employees	1.7.06 Per day \$	1.7.07 Per day +4% \$
Level 1	159.92	166.32
Level 2	166.14	172.79
Level 3	175.51	182.53
Level 4	188.12	195.64
Level 5	194.33	202.10
Level 6	203.79	211.94
Level 7	213.15	221.68
Level 8	222.60	231.50
Level 9	231.97	241.25
Level 10	241.42	251.08
Level 11	250.79	260.82
Level 12	257.00	267.28
Program Officers Casual Employees	1.7.06 Per day \$	1.7.07 Per day +4% \$
Level 1	179.89	187.09
Level 2	186.93	194.41
Level 3	197.48	205.38
Level 4	211.58	220.04
Level 5	218.66	227.41
Level 6	229.24	238.41
Level 7	239.80	249.39
Level 8	250.40	260.42
Level 9	260.95	271.39
Level 10	271.58	282.44
Level 11	282.12	293.40
Level 12	289.15	300.72

	1.7.06 Per day \$	1.7.07 Per day +4% \$
Assistant instructor (Per day)	43.86	45.61
Program Officer (Instructor)	139.79 169.59	145.38 176.37
Allowances		
Sport and recreation allowance - permanent Program Officers (per annum)	8,178	8,505
Sport and recreation allowance- temporary Program Officers (per day)	31.35	32.60
Night duty allowance - causal Program Officers (per night)	66.91	69.59
Night duty allowance - Program Officer (Instructors) (per night)	32.29	33.58

Crown Employees (NSW Fisheries Salaries and Conditions of Employment) Award

Fisheries (NSW Staff) Administrative and Clerical Officers			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
General Scale			
Year 1	9	29,477	30,656
Year 2	17	33,910	35,266
Year 3	25	36,969	38,448
Year 4	32	39,286	40,857
Year 5	40	42,214	43,903
Clerical Officers – Grade 1/2			
Year 1	9	29,477	30,656
Year 2	17	33,910	35,266
Year 3	25	36,969	38,448
Year 4	32	39,286	40,857
Year 5	40	42,214	43,903
Fisheries Officers - Grade 1			
Year 1	52	47,127	49,012
Grade 2			
Year 1	58	49,792	51,784
Year 2	64	52,894	55,010
Grade 3			
Year 1	64	52,894	55,010
Year 2	67	54,520	56,701
District Fisheries Officer			
Year 1	78	60,631	63,056
Year 2	85	64,854	67,448
Supervising Fisheries Officer			
Year 1	101	76,142	79,188
Year 2	104	78,283	81,414
Clause 4 (ii)(a)(1) Fisheries Officers receive a salary loading of 13.7%			
Fisheries Scientific Technicians			
Grade 1			
Year 1	-	32,554	33,856
Year 2	-	34,742	36,132
Year 3	-	36,969	38,448

Year 4	-	39,127	40,692
Year 5	-	41,318	42,971
Year 6	-	43,507	45,247
Grade 2			
Year 1	-	45,257	47,067
Year 2	-	47,637	49,542
Year 3	-	50,019	52,020
Grade 3			
Year 1	-	52,400	54,496
Year 2	-	55,100	57,304
Year 3	-	59,421	61,798
Grade 4			
Year 1	-	60,499	62,919
Year 2	-	62,326	64,819
Year 3	-	64,182	66,749
Grade 5			
Year 1	-	66,535	69,196
Year 2	-	68,917	71,674
Year 3	-	71,661	74,527
Fisheries Maintenance Technician			
Grade 1			
Year 1	-	32,554	33,856
Year 2	-	34,742	36,132
Year 3	-	36,969	38,448
Year 4	-	39,127	40,692
Year 5	-	41,318	42,971
Year 6	-	43,507	45,247
Grade 2			
Year 1	-	45,257	47,067
Year 2	-	47,637	49,542
Year 3	-	50,019	52,020
Grade 3			
Year 1	-	52,400	54,496
Year 2	-	55,100	57,304
Year 3	-	59,421	61,798
Grade 4			
Year 1	-	60,499	62,919
Year 2	-	62,326	64,819
Year 3	-	64,182	66,749
Grade 5			
Year 1	-	66,535	69,196
Year 2	-	68,917	71,674
Year 3	-	71,661	74,527
Fish Hatchery Staff			
Assistant Manager			
Year 1	-	45,257	47,067
Year 2	-	47,637	49,542
Year 3	-	50,020	52,021
Manager			
Year 1	-	52,400	54,496
Year 2	-	55,100	57,304
Year 3	-	59,424	61,801
Clause 4 (ii)(c) Fish Hatchery Staff receive a salary loading of 11.05%			
Senior Manager			
Year 1	-	105,826	110,059
Year 2	-	116,046	120,688

Crown Employees (NSW Food Authority - Food Safety Officers) Award

Food Safety Officers			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Grade 1	-	45,193	47,001
	-	46,487	48,346
	55	48,419	50,356
Grade 2	-	51,345	53,399
	-	55,837	58,070
	82	63,007	65,527
Grade 3	-	67,796	70,508
	-	70,227	73,036
	98	73,938	76,896
Grade 4	-	77,212	80,300
	-	79,881	83,076
	111	83,907	87,263
Grade 5	116	88,066	91,589
	120	91,800	95,472
Grade 6	126	97,552	101,454
	130	101,849	105,923

Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2006

Allowances	1.7.06 \$	1.7.07 +4% \$
On call allowance	per hour 0.70	per hour 0.73
Community Language Allowance Scheme	per annum	per annum
Base level rate	996	1,036
Higher level rate	1,496	1,556
Flying Allowance	per hour 15.00	per hour 15.60
First Aid Allowance	per annum	per annum
Holders of basic qualification	640	666
Holders of current occupational first aid certificate	963	1,002

Crown Employees (NSW Police Administrative Officers and Temporary Employees - Salaries 2006) Award

Administrative Officer and Temporary Employee Classifications			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Armourer, Police			
1st year of service	63	52,385	54,480
2nd year of service	65	53,338	55,472
3rd year of service	67	54,520	56,701
4th year of service and thereafter	69	55,550	57,772
Senior Armourer, Police			
1st year of service	74	58,190	60,518
2nd year of service	76	59,424	61,801
3rd year of service and thereafter	79	61,116	63,561

Administrative and Clerical Clerks General Scale			
1st year of service or 18 years	7	26,014	27,055
2nd year of service Minimum at 20 years	11	31,464	32,723
3rd year of service Minimum at 21 years	17	33,910	35,266
4th year of service	20	34,836	36,229
5th year of service	23	36,310	37,762
6th year of service	25	36,969	38,448
7th year of service	28	37,885	39,400
8th year of service	32	39,286	40,857
9th year of service	36	40,710	42,338
10th year of service	40	42,214	43,903
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No. 202 of 1979 shall be paid by way of allowance above 10th year of the General Scale.	-	44,020	45,781
Minimum for employee with Higher School Certificate Qualification at 19 years of age	9	29,477	30,656
Grade 1			
1st year of service	46	44,538	46,320
Thereafter	49	45,848	47,682
Grade 2			
1st year of service	52	47,127	49,012
Thereafter	55	48,419	50,356
Grade 3			
1st year of service	58	49,792	51,784
Thereafter	61	51,292	53,344
Grade 4			
1st year of service	64	52,894	55,010
Thereafter	67	54,520	56,701
Grade 5			
1st year of service	75	58,777	61,128
Thereafter	78	60,631	63,056
Grade 6			
1st year of service	82	63,007	65,527
Thereafter	85	64,854	67,448
Grade 7			
1st year of service	88	66,796	69,468
Thereafter	91	68,794	71,546
Grade 8			
1st year of service	95	71,661	74,527
Thereafter	98	73,938	76,896
Grade 9			
1st year of service	101	76,142	79,188
Thereafter	104	78,283	81,414
Grade 10			
1st year of service	108	81,479	84,738
Thereafter	111	83,907	87,263
Grade 11			
1st year of service	116	88,066	91,589
Thereafter	120	91,800	95,472
Grade 12			
1st year of service	126	97,552	101,454
Thereafter	130	101,849	105,923
Bar Manager, Police Academy			
1st year of service	45	44,199	45,967
Thereafter	47	45,007	46,807

Building Manager (Sydney Police Centre)			
1st year of service	70	56,097	58,341
2nd year of service	71	56,659	58,925
PT Building Manager Allowance	-	1,025	1,066
Clerical Officer Grade 1 Group A			
1st year of service under 17	1	18,108	18,832
2nd year of service or 17	4	21,566	22,429
3rd year of service or 18	6	24,473	25,452
4th year of service or 19	9	29,477	30,656
5th year of service or 20	11	31,464	32,723
6th year of service	17	33,910	35,266
7th year of service	20	34,836	36,229
8th year of service	23	36,310	37,762
9th year of service	25	36,969	38,448
10th year of service	28	37,885	39,400
Group B			
1st year of service under 17	2	19,322	20,095
2nd year of service or 17	4	21,566	22,429
3rd year of service or 18	6	24,473	25,452
4th year of service or 19	9	29,477	30,656
5th year of service or 20	11	31,464	32,723
6th year of service	17	33,910	35,266
7th year of service	20	34,836	36,229
8th year of service	23	36,310	37,762
9th year of service	25	36,969	38,448
10th year of service	28	37,885	39,400
Minimum rate at 21	17	33,910	35,266
Grade 1/2 Group C			
1st year of service under 17	3	20,340	21,154
2nd year of service or 17	6	24,473	25,452
3rd year of service or 18	9	29,477	30,656
4th year of service or 19	11	31,464	32,723
5th year of service or 20	17	33,910	35,266
6th year of service	20	34,836	36,229
7th year of service	23	36,310	37,762
8th year of service	25	36,969	38,448
9th year of service	28	37,885	39,400
10th year of service	32	39,286	40,857
11th year of service	36	40,710	42,338
12th year of service	40	42,214	43,903
Group D only			
1st year of service or 17	9	29,477	30,656
2nd year of service or 17	11	31,464	32,723
3rd year of service or 18	17	33,910	35,266
4th year of service or 19	20	34,836	36,229
5th year of service or 20	23	36,310	37,762
6th year of service	25	36,969	38,448
7th year of service	28	37,885	39,400
8th year of service	32	39,286	40,857
9th year of service	36	40,710	42,338
10th year of service	40	42,214	43,903

*Minimum rate for HSC at 19 years of age	9	29,477	30,656
Minimum rate at 21	20	34,836	36,229
Grade 3			
1st year of service	46	44,538	46,320
2nd year of service	49	45,848	47,682
Grade 3/4			
1st year of service	46	44,538	46,320
2nd year of service	49	45,848	47,682
3rd year of service	52	47,127	49,012
4th year of service	55	48,419	50,356
Grade 4			
1st year of service	52	47,127	49,012
2nd year of service	55	48,419	50,356
Grade 5			
1st year of service	58	49,792	51,784
2nd year of service	61	51,292	53,344
Grade 6			
1st year of service	64	52,894	55,010
2nd year of service	67	54,520	56,701
Grade 7			
1st year of service	75	58,777	61,128
2nd year of service	78	60,631	63,056
Grade 8			
1st year of service	82	63,007	65,527
2nd year of service	85	64,854	67,448
Clinical Pharmacologist	-	110,572	114,995
Computer Systems Officer (CSO)			
CSO Level 1 - Non Graduate			
Year 1A	7	26,014	27,055
Year 1B	11	31,464	32,723
Year 1C	17	33,910	35,266
Year 1D	20	34,836	36,229
Year 1E	23	36,310	37,762
Year 1F	25	36,969	38,448
Year 2	32	39,286	40,857
Year 3	49	45,848	47,682
Year 4	55	48,419	50,356
CSO Level 1 - Graduate			
Year 1A (Any degree)	32	39,286	40,857
Year 1B (Degree - Computer Sciences)	36	40,710	42,338
Year 2	67	54,520	56,701
Year 3	78	60,631	63,056
CSO Level 2			
Year 1	61	51,292	53,344
Year 2	67	54,520	56,701
Year 3	78	60,631	63,056
CSO Level 3			
Year 1	82	63,007	65,527
Year 2	85	64,854	67,448
Year 3	88	66,796	69,468
Year 4	91	68,794	71,546
Year 5	95	71,661	74,527
Year 6	98	73,938	76,896
CSO Level 4			
Year 1	101	76,142	79,188
Year 2	104	78,283	81,414
Year 3	108	81,479	84,738
Year 4	111	83,907	87,263

CSO Level 5			
Year 1	116	88,066	91,589
Year 2	120	91,800	95,472
CSO Level 6			
Year 1	126	97,552	101,454
Year 2	130	101,849	105,923
Departmental Professional Officer			
Grade I -			
1st year of service	46	44,538	46,320
2nd year of service	50	46,291	48,143
3rd year of service	56	48,874	50,829
4th year of service	63	52,385	54,480
5th year of service	70	56,097	58,341
6th year of service and thereafter	76	59,424	61,801
Grade II -			
1st year of service	81	62,334	64,827
2nd year of service	84	64,182	66,749
3rd year of service	87	66,138	68,784
4th year of service and thereafter	91	68,794	71,546
Grade III -			
1st year of service	95	71,661	74,527
2nd year of service	98	73,938	76,896
3rd year of service	100	75,411	78,427
4th year of service and thereafter	104	78,283	81,414
Grade IV -			
1st year of service	108	81,479	84,738
2nd year of service and thereafter	110	83,095	86,419
Grade V -			
1st year of service	114	86,356	89,810
2nd year of service and thereafter	116	88,066	91,589
Grade VI -			
1st year of service	119	90,811	94,443
2nd year of service and thereafter	121	92,589	96,293
1st year of service	124	95,451	99,269
2nd year of service and thereafter	126	97,552	101,454
Grade VIII -			
1st year of service	129	100,725	104,754
2nd year of service and thereafter	130	101,849	105,923
Director of Music (Police Band)			
1st year	78	60,631	63,056
2nd year	81	62,334	64,827
3rd year	84	64,182	66,749
4th year	87	66,138	68,784
5th year and thereafter	90	68,137	70,862
Loading			
1st year	-	6,063	6,306
2nd year	-	6,233	6,482
3rd year	-	6,418	6,675
4th year	-	6,614	6,879
5th year and thereafter	-	6,814	7,087
Car Drivers			
Driver/General Assistant	33	39,605	41,189
Departmental - Driver/Assistant	39	41,868	43,543
Police Executive Driver/Assistant			
1st Year and there after	-	41,845	43,519
All incidence of employment allowance	-	38,721	40,270
Clothing Allowance	-	600	600

Driving Instructor			
1st year	68	54,920	57,117
2nd year	69	55,550	57,772
3rd year and thereafter	72	57,142	59,428
Engineer			
Grade I Diplomat Experience Since Qualifying			
In first year	46	44,538	46,320
After one year	50	46,291	48,143
After two years	56	48,874	50,829
After three years	63	52,385	54,480
After four years	70	56,097	58,341
After five years	76	59,424	61,801
Grade I Graduate Experience Since Qualifying			
In first year	50	46,291	48,143
After one year	56	48,874	50,829
After two years	63	52,385	54,480
After three years	70	56,097	58,341
After four years	76	59,424	61,801
Grade II			
1st year of service	82	63,007	65,527
2nd year of service	86	65,434	68,051
3rd year of service	89	67,468	70,167
4th year of service and thereafter	92	69,431	72,208
Grade III			
1st year of service	97	73,138	76,064
2nd year of service	100	75,411	78,427
3rd year of service	104	78,283	81,414
4th year of service and thereafter	107	80,679	83,906
Grade IV			
1st year of service	112	84,724	88,113
2nd year of service	115	87,211	90,699
3rd year of service and thereafter	117	88,942	92,500
Grade V			
1st year of service	121	92,589	96,293
2nd year of service and thereafter	123	94,413	98,190
Grade VI			
1st year of service	125	96,504	100,364
2nd year of service and thereafter	127	98,573	102,516
General Assistant (NSW Police Academy)			
1st year	19	34,543	35,925
2nd year	20	34,836	36,229
3rd year	22	35,495	36,915
4th year	23	36,310	37,762
5th year and thereafter	25	36,969	38,448
Groom, Mounted Police			
1st year	16	33,078	34,401
2nd year and there after	18	34,243	35,613
Imaging Technician			
1st year	58	49,792	51,784
2nd year	61	51,292	53,344
3rd year	64	52,894	55,010
4th year and thereafter	67	54,520	56,701
Interpreters and Translators			
Interpreter/Translator			
Year 1	56	48,874	50,829
Year 2	63	52,385	54,480

Year 3	70	56,097	58,341
Year 4	76	59,424	61,801
Year 5	81	62,334	64,827
Senior Interpreter/Translator			
Year 1	84	64,182	66,749
Year 2	87	66,138	68,784
Year 3	91	68,794	71,546
Legal Officers			
Grade I			
1st year of service	51	46,652	48,518
2nd year of service	55	48,419	50,356
3rd year of service	58	49,792	51,784
4th year of service	61	51,292	53,344
5th year of service	65	53,338	55,472
Grade II			
1st year of service	73	57,732	60,041
2nd year of service	89	60,631	63,056
3rd year of service	84	64,182	66,749
4th year of service	89	67,468	70,167
5th year of service	93	70,160	72,966
Grade III			
1st year of service	98	73,938	76,896
2nd year of service	101	76,142	79,188
3rd year of service	105	79,081	82,244
Grade IV			
1st year of service	112	84,724	88,113
2nd year of service	114	86,356	89,810
Grade V			
1st year of service	119	90,811	94,443
2nd year of service	121	92,589	96,293
Grade VI			
1st year of service	126	97,552	101,454
2nd year of service	128	99,607	103,591
Librarians and Archivists			
Grade 1			
Year 1	46	44,538	46,320
Year 2	52	47,127	49,012
Year 3	58	49,792	51,784
Year 4	64	52,894	55,010
Year 5	69	55,550	57,772
Year 6	74	58,190	60,518
Grade 2			
Year 1	78	60,631	63,056
Year 2	82	63,007	65,527
Year 3	87	66,138	68,784
Year 4	91	68,794	71,546
Grade 3			
Year 1	96	72,412	75,308
Year 2	99	74,648	77,634
Year 3	103	77,580	80,683
Year 4	107	80,679	83,906
Grade 4			
Year 1	110	83,095	86,419
Year 2	113	85,540	88,962
Year 3	116	88,066	91,589
Year 4	119	90,811	94,443

Grade 5			
Year 1	122	93,374	97,109
Year 2	125	96,504	100,364
Year 3	128	99,607	103,591
Year 4	-	102,986	107,105
Library Assistant			
Year 1	20	34,836	36,229
Year 2	25	36,969	38,448
Year 3	32	39,286	40,857
Year 4	40	42,214	43,903
Year 5	44	43,773	45,524
Library Technician			
Grade 1			
Year 1	46	44,538	46,320
Year 2	52	47,127	49,012
Year 3	59	49,792	51,784
Year 4	64	52,894	55,010
Grade 2			
Year 1	75	58,777	61,128
Year 2	78	60,631	63,056
Year 3	82	63,007	65,527
Year 4	87	66,138	68,784
Maintenance Attendant, Police Academy			
	22	35,495	36,915
Maintenance Officer Trades			
	64	52,894	55,010
Manager Trades			
1st year	98	73,938	76,896
2nd year and there after	99	74,648	77,634
On call Allowance	-	0.70 p/h	0.73 p/h
Assistant Manager Trades			
1st year	78	60,631	63,056
2nd year and there after	80	61,779	64,250
On call Allowance	-	0.70 p/h	0.73 p/h
Pathology Exhibit Courier			
	36	40,710	42,338
Photogrammetrist			
General Scale			
1st year	7	26,014	27,055
2nd year	11	31,464	32,723
3rd year	17	33,910	35,266
4th year	20	34,836	36,229
5th year	23	36,310	37,762
6th year	25	36,969	38,448
7th year	28	37,885	39,400
8th year	32	39,286	40,857
9th year	36	40,710	42,338
10th year	40	42,214	43,903
11th year	46	44,538	46,320
12th year	49	45,848	47,682
13th year	52	47,127	49,012
14th year	55	48,419	50,356
Officer with HSC aged 19 and over paid not less than	9	29,477	30,656

Class 1			
1st year	58	49,792	51,784
2nd year	61	51,292	53,344
3rd year	64	52,894	55,010
4th year	67	54,520	56,701
Class 2			
1st year	75	58,777	61,128
2nd year	78	60,631	63,056
Class 3			
1st year	82	63,007	65,527
2nd year	85	64,854	67,448
Class 4			
1st year	88	66,796	69,468
2nd year	91	68,794	71,546
Class 5			
1st year	95	71,661	74,527
2nd year	98	73,938	76,896
Class 6			
1st year	101	76,142	79,188
2nd year	104	78,283	81,414
Class 7			
1st year	108	81,479	84,738
2nd year	111	83,907	87,263
Public Relations Officer			
Assistant Publicity Officers			
1st year of service	59	50,312	52,324
2nd year of service	62	51,776	53,847
Publicity Officers			
1st year of service	69	55,550	57,772
2nd year of service	72	57,142	59,428
3rd year of service and thereafter	74	58,190	60,518
Public Relations Officer			
Grade II			
1st year of service	87	66,138	68,784
2nd year of service	89	67,468	70,167
3rd year of service and thereafter	91	68,794	71,546
Grade I			
1st year of service	103	77,580	80,683
2nd year of service	105	79,081	82,244
3rd year of service and thereafter	107	80,679	83,906
Allowance in lieu of overtime -	-	9,790 p.a	10,182p.a
Radio Technician,			
1st year of service	47	45,007	46,807
2nd year of service	48	45,381	47,196
3rd year of service and thereafter	50	46,291	48,143
Radio Technician, Senior			
1st year of service	57	49,305	51,277
2nd year of service and thereafter	58	49,792	51,784
Scientific Officer			
Grade I			
1st year of service	46	44,538	46,320
2nd year of service	50	46,291	48,143
3rd year of service	56	48,874	50,829
4th year of service	63	52,385	54,480
5th year of service	70	56,097	58,341
6th year of service and thereafter	76	59,424	61,801

Grade II			
1st year of service	81	62,334	64,827
2nd year of service	84	64,182	66,749
3rd year of service	87	66,138	68,784
4th year of service and thereafter	91	68,794	71,546
Grade III			
1st year of service	95	71,661	74,527
2nd year of service	98	73,938	76,896
3rd year of service and thereafter	100	75,411	78,427
Grade IV			
1st year of service	105	79,081	82,244
2nd year of service	108	81,479	84,738
3rd year of service and thereafter	110	83,095	86,419
Grade V			
1st year of service	114	86,356	89,810
2nd year of service and thereafter	117	88,942	92,500
Grade VI			
1st year of service	120	91,800	95,472
2nd year of service	123	94,413	98,190
Senior Basement Attendant, Police Headquarters			
1st year of service	29	38,276	39,807
2nd year of service	31	38,910	40,466
3rd year of service	32	39,286	40,857
4th year of service and thereafter	34	39,976	41,575
Senior Officers			
Grade 1			
Year 1	-	113,961	118,519
Year 2	-	122,796	127,708
Grade 2			
Year 1	-	124,873	129,868
Year 2	-	133,678	139,025
Grade 3			
Year 1	-	138,152	143,678
Year 2	-	151,650	157,716
Stenographers and Machine Operators			
1st year (up to 17 years)	2	19,322	20,095
2nd year (or 17 years)	5	22,935	23,852
3rd year (or 18 years)	7	26,014	27,055
4th year (or 19 years)	9	29,477	30,656
5th year (or 20 years)	10	31,177	32,424
6th year (or 21 years)	19	34,543	35,925
7th year	22	35,495	36,915
8th year	24	36,667	38,134
9th year	33	39,605	41,189
10th year	35	40,300	41,912
11th year	38	41,441	43,099
12th year	40	42,214	43,903
Grade 1 -			
1st year	46	44,538	46,320
2nd year	49	45,848	47,682
Grade 2 -			
1st year	52	47,127	49,012
2nd year	55	48,419	50,356

Grade 3 - 1st year	58	49,792	51,784
2nd year	61	51,292	53,344
Storeman Attendant	17	33,910	35,266
Stores Officers			
Grade 1 1st year of service	31	38,910	40,466
2nd year of service and thereafter	33	39,605	41,189
Grade 2 1st year of service	34	39,976	41,575
2nd year of service and thereafter	35	40,300	41,912
Grade 3 1st year of service	36	40,710	42,338
2nd year of service and thereafter	37	41,099	42,743
Grade 4 1st year of service	39	41,868	43,543
2nd year of service	41	42,688	44,396
3rd year of service and thereafter	41	42,688	44,396
Technical Officer			
Grade 1 1st year of service	48	45,381	47,196
2nd year of service	51	46,652	48,518
3rd year of service	54	47,945	49,863
4th year of service	56	48,874	50,829
5th year of service	59	50,312	52,324
Grade 2 1st year of service	64	52,894	55,010
2nd year of service	66	53,969	56,128
3rd year of service	68	54,920	57,117
4th year of service	70	56,097	58,341
Grade 3 1st year of service and thereafter	77	59,933	62,330
Senior Technical Officer			
Grade 1 1st year of service	75	58,777	61,128
2nd year of service	77	59,933	62,330
3rd year of service	80	61,779	64,250
Grade 2 1st year of service	83	63,621	66,166
2nd year of service	86	65,434	68,051
Grade 3	90	68,137	70,862
Technical Officer, Maintenance Services	81	62,334	64,827
Technician			
Class 1 1st year of service	40	42,214	43,903
2nd year of service	43	43,450	45,188
Class 2 1st year of service	49	45,848	47,682
2nd year of service	52	47,127	49,012
Class 3 1st year of service	58	49,792	51,784
2nd year of service	60	50,779	52,810

Class 4			
1st year of service	62	51,776	53,847
2nd year of service	63	52,385	54,480
Transport Officer	41	42,688	44,396
Transport Officer, Mechanical			
Year 1	58	49,792	51,784
Year 2	59	50,312	52,324
Year 3	60	50,779	52,810
Year 4	61	51,292	53,344
Uniform Fitter and Advisory Officer	37	41,099	42,743

Crown Employees (NSW Police Communications Officers) Award

Communications Officers - NSW Police			
Classification	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Communications Officer			
Trainee	35	40,300	41,912
1st year	40	42,214	43,903
2nd year	46	44,538	46,320
3rd year	49	45,848	47,682
4th year	55	48,419	50,356
5th year	58	49,792	51,784
Senior Communication Officer			
1st year	64	52,894	55,010
2nd year	67	54,520	56,701
Shift Co-ordinators			
1st year	75	58,777	61,128
2nd year	78	60,631	63,056
3rd year	82	63,007	65,527
4th year	85	64,854	67,448
Radio and Communications Operators			
4th year	52	47,127	49,012
5th year	55	48,419	50,356

Crown Employees (NSW Police Special Constables) (Police Band) Award

Special Constables (Police Bands)			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Bandsperson			
1st year of service	41	42,688	44,396
2nd year of service	43	43,450	45,188
3rd year of service	45	44,199	45,967
4th year of service	47	45,007	46,807
5th year of service	52	47,127	49,012
6th year of service and thereafter	54	47,945	49,863
Senior Special Constable	-	49,749	51,739

Crown Employees (NSW Police Special Constables (Security)) Award

Special Constables (Security) NSW Police		
Classification and Grades	1.7.06 Per week \$	1.7.07 Per week +4% \$
Special Constable (Security)		
1st year of service	713.60	742.10
2nd year of service	725.90	754.90
3rd year of service and thereafter	739.90	769.50
Special Constable (Security) First Class		
1st year of service and Thereafter	752.90	783.00
Senior Special Constable (Security)		
1st year of service	805.80	838.00
2nd year of service and Thereafter	823.60	856.50
Special Constable (Security), Field Supervisor		
1st year of service	921.50	958.40
2nd year of service and Thereafter	941.30	979.00
Other rates and allowances		
Full time Special Constables (Security) Monday to Friday Shift Allowance	48.70	50.60
Full time Special Constables (Security), Saturday and Sunday Shift Allowance	137.70	143.20

**Crown Employees (NSW TAFE Commission - Administrative and Support Staff
Conditions of Employment) Award 2005**

Allowances	1.7.06 \$	1.7.07 +4% \$
On call allowance	per hour 0.70	per hour 0.73
Community Language Allowance Scheme	per annum	per annum
Base level rate	996	1,036
Higher level rate	1,496	1,556
First Aid Allowance	per annum	per annum
Holders of basic qualification	640	666
Holders of current occupational first aid certificate	963	1,002

Crown Employees (Officer in Charge Allowance - NSW Agriculture) Award

Classification	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Administrative responsibility for up to 3 staff	1,752	1,822
Administrative responsibility for up to 6 staff	2,626	2,731
Administrative responsibility for up to 10 staff	3,503	3,643
Administrative responsibility for more than 10 staff	5,256	5,466

Crown Employees (Operational Staff - NSW Agriculture) Award

Operational Staff - NSW Agriculture			
Classification & Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Junior Under 17 at 17 years	- -	25,159 30,549	26,165 31,771
Grade 1			
Step 1	-	35,939	37,377
Step 2	26	37,268	38,759
Step 3	29	38,276	39,807
Step 4	33	39,605	41,189
Grade 2			
Step 1	36	40,710	42,338
Step 2	39	41,868	43,543
Step 3	43	43,450	45,188
Step 4	46	44,538	46,320
Grade 3			
Step 1	46	44,538	46,320
Step 2	50	46,291	48,143
Step 3	53	47,530	49,431
Grade 4			
Step 1	56	48,874	50,829
Step 2	60	50,779	52,810
Step 3	63	52,385	54,480
Grade 5			
Step 1	63	52,385	54,480
Step 2	66	53,969	56,128
Step 3	70	56,097	58,341
Grade 6			
Step 1	73	57,732	60,041
Step 2	76	59,424	61,801
Step 3	80	61,779	64,250
Apprentices Full-time (Weekly Rate)			
Year 1	-	359.70	374.10
Year 2	-	474.90	493.90
Year 3	-	605.10	629.30
Year 4	-	687.60	715.10
Chokage, etc., allowance per day or part thereof	-	6.72 Per day	6.99 Per day
Maintenance Operator - Licence and Registration Allowances		Per annum	Per annum
Electricians Licence A Grade	-	1,872	1,947
B Grade	-	1,007	1,047
Registration Allowance	-	1,410	1,466
(a) Plumber's Licence	-	1,851	1,925
(b) Gasfitter's Licence	-	1,851	1,925
(c) Drainer's Licence	-	1,595	1,659
(d) Plumber's/Gasfitter's Licence	-	2,469	2,568
(e) Gasfitter's/Drainer's Licence	-	2,469	2,568
(f) Plumber's/Drainer's Licence	-	2,469	2,568
(g) Plumber's/Gasfitter's/Drainer's Licence	-	3,408	3,544
Leading Hand Allowance	-	1,631 per annum	1,696 per annum

Broken Shift	-	10.40 per day	10.80 per day
Occupational First Aid	-	18.50 per week	19.20 per week
First Aid Allowance	-	12.40 per week	12.90 per week
Refrigeration Allowance	-	494.00 per annum	514.00 per annum

Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Consent Award 2004

Classification	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Horticultural Apprentice Year 1	-	19,889	20,685
Horticultural Apprentice Year 2	-	26,519	27,580
Horticultural Apprentice Year 3	-	33,149	34,475
Horticultural Apprentice Year 4	27	37,568	39,071
Level 1	15	32,702	34,010
Level 2, Year 1 (Minimum)	23	36,310	37,762
Level 2, (Maximum)	26	37,268	38,759
Level 3 Year 1, (Minimum)	30	38,602	40,146
Level 3, (Maximum)	34	39,976	41,575
Level 4, Year 1, (Minimum)	38	41,441	43,099
Level 4, (Maximum)	41	42,688	44,396
Level 5, Year 1, (Minimum)	45	44,199	45,967
Level 5, (Maximum)	48	45,381	47,196
Level 6, Year 1, (Minimum)	51	46,652	48,518
Level 6, (Maximum)	54	47,945	49,863
Level 7, Year 1, (Minimum)	57	49,305	51,277
Level 7, (Maximum)	60	50,779	52,810
Level 8, Year 1, (Minimum)	63	52,385	54,480
Level 8, Maximum	67	54,520	56,701
Level 9, Year 1, (Minimum)	71	56,659	58,925
Level 9, (Maximum)	75	58,777	61,128
Level 10, Year 1, (Minimum)	78	60,631	63,056
Level 10, (Maximum)	81	62,334	64,827
Level 11, Year 1, (Minimum)	89	67,468	70,167
Level 11, (Maximum)	95	71,661	74,527
Level 12, Year 1, (Minimum)	109	82,288	85,580
Level 12, (Maximum)	112	84,724	88,113
Level 13, Year 1, (Minimum)	115	87,211	90,699
Level 13, (Maximum)	118	89,825	93,418
Level 14, Year 1, (Minimum)	121	92,589	96,293
Level 14, (Maximum)	124	95,451	99,269
Level 15, Year 1, (Minimum)	127	98,573	102,516
Level 15, (Maximum)	130	101,849	105,923

Crown Employees (Parliamentary Electorate Officers) Award

Parliamentary Electorate Officers			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Grade 1			
1st year of service or 18 years	7	26,014	27,055
2nd year of service, min at 20 years	11	31,464	32,723
3rd year, min at 21 years	17	33,910	35,266
4th year of service	20	34,836	36,229
5th year of service	23	36,310	37,762
6th year of service	25	36,969	38,448
7th year of service	28	37,885	39,400
8th year of service	32	39,286	40,857
9th year of service	36	40,710	42,338
10th year of service	40	42,214	43,903
Grade 2			
1st year of service	64	52,894	55,010
2nd year of service	67	54,520	56,701
3rd year of service	75	58,777	61,128
4th year of service	78	60,631	63,056
Grade 1 Special Salary Scale			
1st year of service	52	47,127	49,012
2nd year of service	55	48,419	50,356
3rd year of service	58	49,792	51,784
4th year of service	61	51,292	53,344
Research Assistant to independent Members of the Legislative Assembly	98	73,938	76,896
Allowances			
Electorate Officer, Grade 1	-	3,856	4,010
Electorate Officer, Grade 1 Special Salary Scale	-	4,625	4,810
Electorate Officer, Grade 2	-	6,166	6,413

Crown Employees (Parliament House Conditions of Employment 2004) Award

For salary rates - see various determinations covering parliamentary staff.

Allowances	1.7.06 \$	1.7.07 +4% \$
Monitoring Computerised Building Maintenance System (R-tec) (per year)	805	837
Allowance in lieu of overtime Sessional Staff Above Clerk Grade 8 (per occasion)	283.39	294.73
Leading Hand (per shift)	5.82	6.05

Meal, travel and overtime meal allowances contained in Part B. Table 1 Allowances will move in line with any variations to such allowances as contained in Table 1 - Allowances of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any replacement award. All other allowances applicable to the Crown Employees (Parliament House Conditions of Employment 2004) Award will move in line with clause 3(iii) of the Crown Employees (Public Sector - Salaries 2007) Award.

Crown Employees (Physiotherapists, Occupational Therapists, Speech Pathologists and Music Therapists) Award

Physiotherapists, Occupational Therapists, Speech Pathologists and Music Therapists			
Classification and Grade	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Physiotherapists - Grade 1			
1st year of service	46	44,538	46,320
2nd year of service	50	46,291	48,143
3rd year of service	56	48,874	50,829
4th year of service	63	52,385	54,480
5th year of service	70	56,097	58,341
6th year of service	76	59,424	61,801
7th year of service	81	62,334	64,827
Grade 2	85	64,854	67,448
Grade 3	92	69,431	72,208
Grade 4	95	71,661	74,527
Grade 5	98	73,938	76,896
Grade 6	100	75,411	78,427
Grade 7	103	77,580	80,683
Occupational Therapists - Grade 1			
1st year of service	46	44,538	46,320
2nd year of service	50	46,291	48,143
3rd year of service	56	48,874	50,829
4th year of service	63	52,385	54,480
5th year of service	70	56,097	58,341
6th year of service	76	59,424	61,801
7th year of service	81	62,334	64,827
Grade 2	85	64,854	67,448
Grade 3	92	69,431	72,208
Grade 4	95	71,661	74,527
Grade 5	98	73,938	76,896
Grade 6	100	75,411	78,427
Speech Pathologist - Grade 1			
1st year of service	46	44,538	46,320
2nd year of service	50	46,291	48,143
3rd year of service	56	48,874	50,829
4th year of service	63	52,385	54,480
5th year of service	70	56,097	58,341
6th year of service	76	59,424	61,801
7th year of service	81	62,334	64,827
Grade 2	85	64,854	67,448
Grade 3	92	69,431	72,208
Grade 4	95	71,661	74,527
Grade 5	98	73,938	76,896
Music Therapists			
1st year of service	31	38,910	40,466
2nd year of service	38	41,441	43,099
3rd year of service	43	43,450	45,188
4th year of service	49	45,848	47,682
5th year of service	54	47,945	49,863
6th year of service	59	50,312	52,324
7th year of service	63	52,385	54,480
Sole Allowance	-	1,875	1,950

Part-time Student Unit Supervisor Allowance for each student per supervised shift (refer formula in award at 3(b)(ii))	-	6.80	7.07
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Crown Employees (Prison Officers, Department of Corrective Services) Award

Correctional Officers - Department of Corrective Services			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Probationary Correctional Officer	45	44,199	45,967
Correctional Officer - 1st year	47	45,007	46,807
2nd year and thereafter	49	45,848	47,682
Correctional Officer, First Class – 1st year	55	48,419	50,356
2nd year and thereafter	63	52,385	54,480
Senior Correctional Officer	69	55,550	57,772
Overseer - 1st year	55	48,419	50,356
2nd year and thereafter	63	52,385	54,480
Senior Overseer	69	55,550	57,772
Industries and Maintenance Allowance – Overseer 1st year	-	7,131	7,416
Overseer 2nd year and thereafter	-	3,165	3,292
Senior Overseer	-	6,229	6,478
Incidental Allowance - Probationary Correctional Officer (in training)	-	n/a	n/a
Probationary Correctional Officer (on graduation)	-	727	756
Correctional Officer 1st year	-	1,091	1,135
Correctional Officer 2nd year and thereafter	-	1,456	1,514
Correctional Officer, First Class 1st year	-	2,179	2,266
Correctional Officer, First Class 2nd year and thereafter	-	2,179	2,266
Senior Correctional Officer	-	3,632	3,777
Overseer 1st year	-	2,179	2,266
Overseer 2nd year and thereafter	-	2,179	2,266
Senior Overseer	-	2,179	2,266

Crown Employees (Professional Officers - Department of Agriculture) Award

Professional Officers - Department of Agriculture				
Classification & Grades	Salary Class	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Grade 1				
Year 1	46	46	44,538	46,320
Year 2	50	50	46,291	48,143
Year 3	56	56	48,874	50,829
Year 4	64	64	52,894	55,010
Year 5	70	70	56,097	58,341
Year 6	76	76	59,424	61,801
Grade 2				
Year 1	81	81	62,334	64,827
Year 2	84	84	64,182	66,749
Year 3	87	87	66,138	68,784
Year 4	91	91	68,794	71,546

Grade 3				
Year 1	95	95	71,661	74,527
Year 2	98	98	73,938	76,896
Year 3	100	100	75,411	78,427
Year 4	103	103	77,580	80,683
Grade 4				
Year 1	107	107	80,679	83,906
Year 2	110	110	83,095	86,419
Year 3	113	113	85,540	88,962
Grade 5				
Year 1	116	116	88,066	91,589
Year 2	118	118	89,825	93,418
Grade 6				
Year 1	121	121	92,589	96,293
Year 2	124	124	95,451	99,269
Grade 7				
Year 1	127	127	98,573	102,516
Year 2	130	130	101,849	105,923
Grade 8				
Year 1	132	-	106,824	111,097
Year 2	133	-	112,206	116,694
Grade 9				
Year 1	134	-	117,885	122,600
Year 2	135	-	123,852	128,806
OIC Veterinary Laboratory Allowance		-	5,256	5,466

Crown Employees (Psychologists) Award

Refer to Award for Transition arrangements

Psychologists		
Classification and Grade	9.10.06 Per annum \$	1.7.07 Per annum +4% \$
Psychologist -		
1st year	46,812	48,684
2nd year	49,344	51,318
3rd year	51,873	53,948
4th year	55,036	57,237
5th year	58,199	60,527
6th year	61,362	63,816
7th year	64,526	67,107
8th year	67,057	69,739
9th year and thereafter	69,585	72,368
Senior Psychologist -		
1st year	73,382	76,317
2nd year	76,545	79,607
3rd year and thereafter	79,708	82,896
Specialist Psychologist -		
1st year	67,057	69,739
2nd year	70,850	73,684
3rd year	74,647	77,633
4th year	78,442	81,580
5th year and thereafter	82,237	85,526

Senior Specialist Psychologist -		
1st year	86,034	89,475
2nd year	88,563	92,106
3rd year and thereafter	91,094	94,738
Chief Psychologist -		
1st year	95,500	99,320
Principal Psychologist -		
1st year and thereafter	103,746	107,896
Environmental Allowance (Corrective Services and Juvenile Justice)	2,143	2,229

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006

Allowances	1.7.06	1.7.07
	\$	+4%
	\$	\$
On call allowance	per hour	per hour
	0.70	0.73
Community Language Allowance Scheme	per annum	per annum
Base level rate	996	1,036
Higher level rate	1,496	1,556
Flying Allowance	per hour	per hour
	15.00	15.60
First Aid Allowance	per annum	per annum
Holders of basic qualification	640	666
Holders of current occupational first aid certificate	963	1,002

Crown Employees (Regulatory Officers - Department of Agriculture) Award

Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Grade 1, Year 1	29	38,276	39,807
Grade 1, Year 2	33	39,605	41,189
Grade 1, Year 3	37	41,099	42,743
Grade 2, Year 1	42	43,024	44,745
Grade 2, Year 2	50	46,291	48,143
Grade 2, Year 3	56	48,874	50,829
Grade 3, Year 1	62	51,776	53,847
Grade 3, Year 2	70	56,097	58,341
Grade 3, Year 3	74	58,190	60,518
Grade 4, Year 1	78	60,631	63,056
Grade 4, Year 2	81	62,334	64,827
Grade 5, Year 1	85	64,854	67,448
Grade 5, Year 2	88	66,796	69,468
Grade 6, Year 1	95	71,661	74,527
Grade 6, Year 2	98	73,938	76,896
Grade 7, Year 1	100	75,411	78,427
Grade 7, Year 2	103	77,580	80,683
Grade 8, Year 1	107	80,679	83,906
Grade 8, Year 2	110	83,095	86,419
Grade 8, Year 3	113	85,540	88,962
Allowances			
One person crossing relief allowance	-	4,103	4,267
One person crossing telephone allowance	-	2,028	2,109

Crown Employees (Research Scientists 2004) Award

Research Scientists			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Research Scientist -			
1st year of service	86	65,434	68,051
2nd year of service	91	68,794	71,546
3rd year of service	96	72,412	75,308
4th year of service	100	75,411	78,427
Efficiency Barrier -			
5th year of service	105	79,081	82,244
6th year of service	109	82,288	85,580
7th year of service	113	85,540	88,962
Senior Research Scientist -			
1st year of service	115	87,211	90,699
2nd year of service	118	89,825	93,418
3rd year of service	121	92,589	96,293
Efficiency Barrier -			
4th year of service	124	95,451	99,269
5th year of service	127	98,573	102,516
Principal Research Scientist -			
1st year of service	130	101,849	105,923
2nd year of service	-	104,178	108,345
3rd year of service	-	106,824	111,097

Crown Employees (Resource NSW) Award 2005

Resource Officers - Resource NSW.		
Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Class 1	26,265	27,316
	31,732	33,001
	34,828	36,221
	36,957	38,435
	38,593	40,137
	40,697	42,325
Class 2	44,972	46,771
	46,291	48,143
	47,520	49,421
	49,295	51,267
Class 3	47,520	49,421
	49,295	51,267
	51,762	53,832
	53,320	55,453
Class 4	51,762	53,832
	53,320	55,453
	55,534	57,755
	57,715	60,024
Class 5	55,534	57,755
	57,715	60,024
	59,919	62,316
	61,764	64,235

Class 6	59,919	62,316
	61,764	64,235
	64,165	66,732
	66,117	68,762
Class 7	64,165	66,732
	66,117	68,762
	68,117	70,842
	70,896	73,732
Class 8	68,117	70,842
	70,896	73,732
	73,117	76,042
	76,848	79,922
Class 9	73,117	76,042
	76,848	79,922
	79,059	82,221
	81,453	84,711
Class 10	79,059	82,221
	81,453	84,711
	84,701	88,089
	87,184	90,671
Class 11	84,701	88,089
	87,184	90,671
	89,795	93,387
	93,347	97,081
Class 12	89,795	93,387
	93,347	97,081
	96,478	100,337
	98,549	102,491
Class 13	96,478	100,337
	98,549	102,491
	101,818	105,891
	103,341	107,475
Class 14	101,818	105,891
	103,341	107,475
	108,128	112,453
	112,917	117,434

Crown Employees (Roads and Traffic Authority of New South Wales - Salaried Staff Conditions of Employment) Award

All officers employed by the Roads and Traffic Authority of NSW subject to this award are employed under Section 63 of the *Transport Administration Act* 1988 and shall be titled RTA Officers (RTAO).

Classification and Grades	1.7.06	1.7.07
	Per annum	Per annum +4%
	\$	\$
Grade 1	27,796	28,908
	30,487	31,706
	34,855	36,249
Grade 2	36,760	38,230
	38,427	39,964
	39,858	41,452
Grade 3	42,320	44,013
	44,304	46,076
	46,368	48,223

Grade 4	47,783	49,694
	49,656	51,642
	51,610	53,674
Grade 5	53,383	55,518
	55,109	57,313
	56,102	58,346
Grade 6	57,333	59,626
	59,073	61,436
	61,007	63,447
Grade 7	62,334	64,827
	64,534	67,115
	65,787	68,418
Grade 8	68,486	71,225
	71,266	74,117
	73,491	76,431
Grade 9	76,872	79,947
	79,081	82,244
	82,639	85,945
Grade 10	84,724	88,113
	88,066	91,589
	92,589	96,293
Grade 11	95,451	99,269
	99,607	103,591
	101,849	105,923
Grade 12	107,810	112,122
	110,957	115,395
	114,833	119,426
Grade 13	118,260	122,990
	121,324	126,177
	127,138	132,224

Crown Employees (Roads and Traffic Authority of New South Wales - School Crossing Supervisors) Award

School Crossing Supervisors Category (refer clause 7 of award for the Calculation of rates)	1.7.06 Per hour \$	1.7.07 Per hour +4% \$
Base Rate (N)	16.2240	16.8730
Permanent SCS's (P)	15.2100	15.8184
Additional hours/training (A)	17.5760	18.2791
Casual SCS's (C)	19.4688	20.2476

Crown Employees (Roads and Traffic Authority of New South Wales - Toll Plaza Officers) Award

Salary rates are included above in the Crown Employees (Roads and Traffic Authority of New South Wales - Salaried Staff Conditions of Employment) Award.

Crown Employees (Rural Fire Service Salaries and Conditions of Employment 2003) Award

Rural Fire Service Officers		
Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
RFS Officer Level 1		
Year 1	26,366	27,421
Year 2	31,887	33,162
Year 3	34,368	35,743
Year 4	35,308	36,720
Year 5	36,800	38,272
Year 6	37,466	38,965
Year 7	38,395	39,931
Year 8	39,817	41,410
Year 9	41,259	42,909
Year 10	42,781	44,492
RFS Officer Level 2		
Year 1	45,139	46,945
Year 2	46,466	48,325
RFS Officer Level 3		
year 1	47,762	49,672
year 2	49,072	51,035
RFS Officer Level 4		
year 1	50,463	52,482
year 2	51,986	54,065
RFS Officer Level 5		
year 1	53,609	55,753
year 2	55,255	57,465
RFS Officer Level 6		
year 1	59,569	61,952
year 2	61,449	63,907
RFS Officer Level 7		
year 1	63,857	66,411
year 2	65,730	68,359
RFS Officer Level 8		
year 1	67,699	70,407
year 2	69,724	72,513
RFS Officer Level 9		
year 1	72,629	75,534
year 2	74,936	77,933
RFS Officer Level 10		
year 1	77,170	80,257
year 2	79,340	82,514
RFS Officer Level 11		
year 1	82,580	85,883
year 2	85,039	88,441
RFS Officer Level 12		
year 1	89,254	92,824
year 2	93,042	96,764
RFS Officer Level 13		
year 1	98,868	102,823
year 2	103,223	107,352
RFS Officer Level 14		
year 1	115,500	120,120
year 2	124,455	129,433

RFS Officer Level 15		
year 1	126,559	131,621
year 2	135,481	140,900
RFS Officer Level 16		
year 1	140,015	145,616
year 2	153,695	159,843

Crown Employees (School Administrative and Support Staff) Award

School Administrative and Support Staff - Department of Education and Training

Classification and Grades	Annual Salary Class	1.7.06 Per hour \$	1.7.07 Per hour +4% \$
Permanent Aboriginal Education Assistant Junior			
On employment		13.64	14.19
After 12 months or at 20 years		16.97	17.65
Adult			
1st year		20.90	21.74
2nd year		21.49	22.35
3rd year		22.27	23.16
4th year		22.87	23.78
5th year		23.50	24.44
6th year		24.10	25.06
Permanent Temporary School Administrative & Support Staff			
School Administrative Manager			
Level 4 - SAM/SAO/SSO EFT 10 or more by formula		26.53	27.59
Level 3 - SAM/SAO/SSO EFT 1.8 to ≤10 by formula		25.76	26.79
Level 2 - SAM/SAO/SSO EFT 1.4 to ≤1.8 by formula		25.05	26.05
Level 1 - SAM/SAO/SSO EFT ≤1.4 by formula		24.38	25.36
School Administrative Officer		21.07	21.91
School Support Officer		18.78	19.53
Teachers Aide (Braille, Transcriber, Ethnic, Sign Interpreter, Special) Junior			
On employment		13.42	13.96
After 12 months or at 20 years		15.85	16.48
Adult			
1st year		19.30	20.07
2nd year		19.64	20.43
3rd year		21.02	21.86
4th year		22.40	23.30
Teachers Aide (Pre-School) Junior			
On employment		13.42	13.96
After 12 months or at 20 years		15.85	16.48
Adult			
1st year		18.61	19.35
2nd year		18.94	19.70

3rd year		19.30	20.07
4th year		19.64	20.43
Allowance: First Aid (cents per hour - cph)		34.40	35.78
Long Term Temporary Aboriginal Education Assistant Junior			
On employment		14.42	15.00
After 12 months or at 20 years		17.95	18.67
Adult			
1st year		22.13	23.02
2nd year		22.73	23.64
3rd year		23.58	24.52
4th year		24.21	25.18
5th year		24.86	25.85
6th Year		25.53	26.55
Long Term Temporary School Administrative & Support Staff			
School Administrative Manager			
Level 4 - SAM/SAO/SSO EFT 10 or more by formula		28.08	29.20
Level 3 - SAM/SAO/SSO EFT 1.8 to ≤10 by formula		27.26	28.35
Level 2 - SAM/SAO/SSO EFT 1.4 to ≤1.8 by formula		26.50	27.56
Level 1 - SAM/SAO/SSO EFT ≤1.4 by formula		25.79	26.82
School Administrative Officer		22.29	23.18
School Support Officer		19.88	20.68
Teachers Aid (Braille Transcriber, Ethnic, Sign Interpreter, Special) Junior			
On employment		14.16	14.73
After 12 months or at 20 years		16.76	17.43
Adult			
1st year		20.45	21.27
2nd year		20.78	21.61
3rd year		22.22	23.11
4th year		23.69	24.64
Teachers Aid (Pre-school) Junior			
On employment		14.16	14.73
After 12 months or at 20 years		16.76	17.43
Adult			
1st year		19.70	20.49
2nd year		20.04	20.84
3rd year		20.45	21.27
4th year		20.78	21.61
Allowance: First Aid (cents per hour - cph)		36.40	37.86
Short Term Temporary Aboriginal Education Assistant Junior			
On employment		15.69	16.32
After 12 months or at 20 years		19.52	20.30
Adult			
1st year		24.06	25.02
2nd year		24.71	25.70
3rd year		25.60	26.62

4th year		26.31	27.36
5th year		27.02	28.10
6th year		27.74	28.85
Short Term Temporary School Administrative & Support Staff			
School Administrative Manager			
Level 4 - SAM/SAO/SSO EFT 10 or more by formula		30.52	31.74
Level 3 - SAM/SAO/SSO EFT 1.8 to ≤10 by formula		29.63	30.82
Level 2 - SAM/SAO/SSO EFT 1.4 to ≤1.8 by formula		28.81	29.96
Level 1 - SAM/SAO/SSO EFT ≤1.4 by formula		28.04	29.16
School Administrative Officer		24.23	25.20
School Support Officer		21.61	22.47
Teachers Aide (Braille Transcriber, Ethnic, Sign Interpreter, Special)			
Junior			
On employment		15.42	16.04
After 12 months or at 20 years		18.20	18.93
Adult			
1st year		22.20	23.09
2nd year		22.59	23.49
3rd year		24.17	25.14
4th year		25.76	26.79
Teachers Aide (Pre-School)			
Junior			
On employment		15.42	16.04
After 12 months or at 20 years		18.20	18.93
Adult			
1st year		21.41	22.27
2nd year		21.81	22.68
3rd year		22.20	23.09
4th year		22.59	23.49

Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Corrective Services) Award 2005

Commissioned Correctional Officers and Commissioned Industries Officers – Annualised salaries		
Classification	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Commissioned Correctional Officers:		
Senior Assistant Superintendent - 7 day or any 5/7 days	88,946	92,504
Assistant Superintendent - 7 day or any 5/7 days	83,257	86,587
Senior Assistant Superintendent - 5 day	84,079	87,442
Assistant Superintendent - 5 day	78,390	81,526
Commissioned Industries Officers:		

Regional Business Manager – 5 day		
Year 1	94,458	98,236
Year 2	96,886	100,761
Year 3	101,045	105,087
Year 4	104,779	108,970
Operations Manager	100,518	104,539
Manager of Industries Level 1 - 5 day	92,752	96,462
Manager of Industries Level 2 - Any 5 of 7 days	93,140	96,866
Manager Centre Services and Employment Manager of Industries Level 2 - 5 day	88,273	91,804
Manager Business Unit - any 5/7 days	88,946	92,504
Manager Business Unit - 5 day	84,079	87,442

Crown Employees (Senior Officers Salaries 2004) Award

Senior Officers		
Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Grade 1		
Year 1	113,961	118,519
Year 2	122,796	127,708
Grade 2		
Year 1	124,873	129,868
Year 2	133,678	139,025
Grade 3		
Year 1	138,152	143,678
Year 2	151,650	157,716

Crown Employees (Services Officers - Department of Tourism, Sport and Recreation) Award

Service Officers - Department of Tourism, Sport and Recreation Table 1 Salary Scale for Services Officers Prior to Competency Attainment		
Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Level 1	34,935	36,332
Level 2	36,847	38,321
Level 3	38,433	39,970
Level *4	40,021	41,622
	Per hour \$	Per hour \$
Level 1	17.62	18.32
Level 2	18.58	19.32
Level 3	19.39	20.17
Level 4	20.19	21.00

Table 2 Salary Scale for Services Officers after Competency Attainment		
Classification and Grades	1.7.06	1.7.07
	Per annum	Per annum +4%
	\$	\$
Level 1	35,983	37,422
Level 2	37,954	39,472
Level 3	39,588	41,172
Level *4	41,221	42,870
	Per hour	Per hour
	\$	\$
Level 1	18.15	18.88
Level 2	19.15	19.92
Level 3	19.97	20.77
Level 4	20.79	21.62
* Services Officer (Groundsperson) and Services Officer (Gardener) salary rate		

Table 3 Salary Scale for Assistant Services Officers		
Classification and Grades	1.7.06	1.7.07
	Per annum	Per annum +4%
	\$	\$
Level 1	34,935	36,332
Level 2	36,847	38,321
	Per hour	Per hour
	\$	\$
Level 1	17.62	18.32
Level 2	18.58	19.32

Crown Employees (Sheriff's Officers) Award 2004

Sheriff's Officers			
Classification and Grades	Common Salary Point	1.7.06	1.7.07
		Per annum	Per annum +4%
		\$	\$
Chief Inspector			
Year 2	85	64,854	67,448
Year 1	82	63,007	65,527
Inspector			
Year 2	78	60,631	63,056
Year 1	75	58,777	61,128
Sergeant			
Year 4	67	54,520	56,701
Year 3	64	52,894	55,010
Year 2	61	51,292	53,344
Year 1	58	49,792	51,784
Sheriff's officer			
Year 4	55	48,419	50,356
Year 3	52	47,127	49,012
Year 2	49	45,848	47,682
Year 1	46	44,538	46,320
Probationary Sheriff's Officer	36	40,710	42,338

**Crown Employees (State Emergency Service Communication Centre -
Continuous Shift Workers) Award 2006**

Continuous Shift Workers - SES Communication Centre			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Operations Communications Centre Senior Team Leader, Clerk Grade 5/6			
1st year of service	75	58,777	61,128
2nd year of service	78	60,631	63,056
3rd year of service	82	63,007	65,527
Thereafter	85	64,854	67,448
Operations Communications Centre Team Leader, Clerk Grade 3/4			
1st year of service	58	49,792	51,784
2nd year of service	61	51,292	53,344
3rd year of service	64	52,894	55,010
Thereafter	67	54,520	56,701
Operations Communications Centre Call Operator, Clerical Officer Grade 1/2			
1st year of service under 17	3	20,340	21,154
2nd year of service or 17	6	24,473	25,452
3rd year of service or 18	9	29,477	30,656
4th year of service or 19	11	31,464	32,723
5th year of service or 20 or above	17	33,910	35,266
6th year of service	20	34,836	36,229
7th year of service	23	36,310	37,762
8th year of service	25	36,969	38,448
9th year of service	28	37,885	39,400
10th year of service	32	39,286	40,857
11th year of service	36	40,710	42,338
12th year of service	40	42,214	43,903

Crown Employees (State Library Security Staff) Award 2004

Security Staff - State Library		
Classification	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
1st year of service	46,637	48,502
2nd year of service	48,298	50,230
3rd year of service	49,668	51,655
4th year of service	51,164	53,211

Crown Employees (Sydney Harbour Foreshore Authority 2003) Award

Professional, Administration and Operational Officers - Sydney Harbour Foreshore Authority				
Classification and Grades	Pay Point	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Professional Officer				
PO4	20	-	123,858	128,812
	19	-	118,978	123,837
	18	-	114,194	118,762
			Hard Barrier	
PO3	17	-	103,578	107,721
	16	128	99,607	103,591
			Soft Barrier	
	15	124	95,451	99,269
	14	-	92,671	96,378
	13	117	88,942	92,499
			Hard Barrier	
PO2	12	115	87,211	90,699
	11	-	83,843	87,197
	10	108	81,479	84,738
			Hard Barrier	
PO1	9	-	76,778	79,849
	8	97	73,138	76,064
	7	94	70,913	73,749
	6	90	68,137	70,862
			Soft Barrier	
	5	84	64,182	66,749
	4	80	61,779	64,250
	3	76	59,424	61,801
	2	69	55,550	57,772
	1	59	50,312	52,324
Administrative Staff				
AO7	24	130	101,849	105,923
	23	126	97,552	101,454
	22	120	91,800	95,472
	21	116	88,066	91,589
			Hard Barrier	
AO6	20	111	83,907	87,263
	19	108	81,479	84,738
	18	104	78,283	81,414
			Hard Barrier	
AO5	17	98	73,938	76,896
	16	95	71,661	74,527
	15	91	68,794	71,546
			Hard Barrier	
AO4	14	85	64,854	67,448
	13	82	63,007	65,527
	12	78	60,631	63,056
			Hard Barrier	
AO3	11	67	54,520	56,701
	10	61	51,292	53,344
			Hard Barrier	
AO2	9	55	48,419	50,356
	8	49	45,848	47,682
			Hard Barrier	

AO1	7	40	42,214	43,903
	6	32	39,286	40,857
	5	28	37,885	39,400
	4	23	36,310	37,762
	3	17	33,910	35,266
	2	11	31,464	32,723
	1	-	27,786	28,897
Operational Staff				
OO4	17	98	73,938	76,896
	16	95	71,661	74,527
	15	91	68,794	71,546
OO3			Hard Barrier	
	14	85	64,854	67,448
	13	82	63,007	65,527
	12	78	60,631	63,056
OO2			Hard Barrier	
	11	67	54,520	56,701
	10	61	51,292	53,344
OO1			Hard Barrier	
	9	55	48,419	50,356
	8	49	45,848	47,682
			Soft Barrier	
	7	40	42,214	43,903
	6	32	39,286	40,857
	5	28	37,885	39,400
	4	23	36,310	37,762
	3	17	33,910	35,266
	2	11	31,464	32,723
	1	-	27,786	28,897

Crown Employees (Technical Officers - Treasury) Award

Technical Officers - Treasury		
Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Technical Officers - Treasury Grade 1	108,097	112,421
	112,917	117,434
	117,893	122,609
	122,796	127,708
Technical Officers - Treasury Grade 2	124,793	129,785
	129,773	134,964

Crown Employees (Technical Staff - NSW Agriculture) Award

Technical Staff - NSW Agriculture			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Technical Assistant Junior Under 17 Age 17 Age 18	n/a	18,635	19,380
	n/a	22,361	23,255
	n/a	26,088	27,132

Age 19	n/a	29,816	31,009
Age 20	n/a	33,542	34,884
Grade 1			
1st Year	26	37,268	38,759
2nd Year	29	38,276	39,807
3rd Year and thereafter	33	39,605	41,189
Grade 2			
1st Year	36	40,710	42,338
2nd Year and thereafter	39	41,868	43,543
Grade 3			
1st Year	43	43,450	45,188
2nd Year and thereafter	46	44,538	46,320
Technical Officer			
1.1.1 Grade 1			
1st Year	46	44,538	46,320
2nd Year	50	46,291	48,143
3rd Year	53	47,530	49,431
4th Year and thereafter	56	48,874	50,829
Grade 2			
1st Year	64	52,894	55,010
2nd Year	67	54,520	56,701
3rd Year	70	56,097	58,341
4th Year and thereafter	76	59,424	61,801
Grade 3			
1st Year	81	62,334	64,827
2nd Year	84	64,182	66,749
3rd Year	87	66,138	68,784
4th Year and thereafter	91	68,794	71,546
Grade 4			
1st Year	95	71,661	74,527
2nd Year	98	73,938	76,896
3rd Year	100	75,411	78,427
4th Year and thereafter	103	77,580	80,683
Grade 5			
1st Year	107	80,679	83,906
2nd Year	110	83,095	86,419
3rd Year and thereafter	113	85,540	88,962
Technical Co-ordinator Allowance	-	2,000	2,080

Crown Employees (Tipstaves to Justices) Award

Tipstaff - Attorney General's Department			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
1st year of service	40	42,214	43,903
2nd year of service	42	43,024	44,745
3rd year of service	44	43,773	45,524
Tipstaff to the Chief Justice	46	44,538	46,320

Crown Employees (Trades Assistants) Award

Trades Assistants		
Classification and Grades	1.7.06 Per week \$	1.7.07 Per week +4% \$
Classification -		
Blacksmith's striker	662.20	688.70
Cold saw operator	667.50	694.20
Driller (stationary machines)	662.20	688.70
Dresser and grinder (portable machines)	673.80	700.80
Dresser, shot blast or sand blast-		
(a) who operates from outside a properly enclosed cabin	667.50	694.20
(b) other	696.10	723.90
Dogman and/or crane chaser	673.80	700.80
Forger's assistant	662.20	688.70
Fork Lift Driver (TAFE)	713.80	742.40
Assistant Furnaceperson	667.50	694.20
General assistant assisting tradespersons or employed in a metal And/or electrical workshop (TAFE)	662.20	688.70
General assistant, other (TAFE)	656.60	682.90
General assistant/tool storeperson assisting tradespersons or employed in a metal and/or electrical workshop (less than 20 hpw toolstore duties) (TAFE)	673.80	700.80
General assistant/tool storeperson, other (less than 20 hpw toolstore duties) (TAFE)	695.80	723.60
Hammer driver	667.50	694.20
Heat treater operative	673.80	700.80
Machinist second class (Metal Trades)	702.90	731.00
Operator of straight line oxy-acetylene Cutting machine	673.80	700.80
Pipe fitter	702.90	731.00
Rigger and/or splicer (other than construction work)	725.90	754.90
Rigger and/or splicer (construction work)	739.30	768.90
Spray painter (ironwork) and/or brush hand	673.80	700.80
Tool and/or material storeman	696.10	723.90
Tool Storeperson (Classroom only, TAFE)	702.90	731.00
Trades assistant (Metal Trades)	662.20	688.70
Trades assistant (Electrical Trades)	680.20	707.40
Trades assistant	667.50	694.20
Cupola furnaceperson (foundries)	702.90	731.00
Allowances:		
Cold Places per hour	0.57	0.59
Confined Spaces per hour	0.73	0.76
Dirty Work per hour	0.57	0.59
Height Money per hour:		
- At a height of 7.5 m	0.57	0.59
- For every additional 3m	0.16	0.17
Hot Places per hour:		
- 46C-54C	0.57	0.59
- Above 54C	0.73	0.76
Insulation Material per hour:		
- Pumice or other recognised insulator	0.57	0.59
- Silicate	0.73	0.76
Smoke Boxes etc per hour:		
- Working on repairs to smoke boxes, furnaces etc	0.37	0.38
- Working on repairs inside oil-fired boilers	1.42	1.48

Wet Places per hour	0.57	0.59
Working on a boat or punt per day	2.22	2.31
Working knee deep in mud or water per day	4.52	4.70
Acid, furnaces, stills, etc per hour	2.92	3.04
Towers per hour	0.57	0.59
Depth money per hour	0.57	0.59
Swing Scaffolds:		
- First four hours (fixed rate)	4.22	4.39
- Each hour thereafter	0.86	0.89
- Solid plasterers per hour	0.16	0.17
Septic Tanks per day	6.82	7.09
Distant Places per day:		
- Area re paragraph 4.17.1	1.11	1.15
- Area re paragraph 4.17.2	1.81	1.88
- Area re paragraph 4.17.3	1.81	1.88
Epoxy Materials per hour	0.73	0.76
- Applying to air-conditioned buildings per hour	0.50	0.52
- Employees in close proximity per hour	0.57	0.59
Foundry per hour	0.42	0.44
Asbestos Eradication per hour	1.92	2.00
First Aid per day	2.51	2.61

Expense Related allowances are adjusted in accordance with Crown Employees (Skilled Trades) Award.

Crown Employees (WorkCover Authority - Inspectors) Award

Inspectors - WorkCover Authority			
Classification		1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Inspectorial Stream	Managerial Stream		
Progression Level			
Level 1		58,865	61,220
Level 2		59,635	62,020
Level 3		63,927	66,484
Level 4		65,800	68,432
Level 5*		69,801	72,593
Senior Inspector		72,705	75,613
Assistant Principal Inspector	District Coordinator	75,016	78,017
Principal Inspector		79,422	82,599
Regional Inspector	Centre Co-ordinator	85,129	88,534
State Inspector	State Co-ordinator	89,351	92,925
	Team Manager	97,032	100,913
	Manager Technical	101,148	105,194
	Support	107,484	111,783
		112,217	116,706

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

Exhibition Project Managers and Project Officers Australian Museum Award

Exhibition Project Managers and Project Officers - Australian Museum			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Exhibition Project Officer			
Skill Level 1	46	44,538	46,320
Skill Level 2	52	47,127	49,012
Skill Level 3	58	49,792	51,784
Skill Level 4	64	52,894	55,010
Skill Level 5	67	54,520	56,701
Skill Level 6	78	60,631	63,056
Skill Level 7	83	63,621	66,166
Skill Level 8	88	66,796	69,468
Exhibition Project Manager			
Year 1	95	71,661	74,527
Year 2	98	73,938	76,896
Year 3	102	76,872	79,947

Forestry Commission of New South Wales (Trading as State Forests of NSW) Senior Staff Award

Senior Staff - State Forests of NSW		
Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Level 1	101,440 107,261	105,498 111,551
Level 2	107,262 115,918	111,552 120,555
Level 3	115,919 121,728	120,556 126,597
Level 4	121,729 125,028	126,598 130,029

Forestry Field Officers (Forestry Commission of NSW) Award

Classification		Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Forest Assistant				
Grade 1	First Year	36	40,710	42,338
	Second Year	42	43,024	44,745
	Third Year	46	44,538	46,320
	Fourth Year	50	46,291	48,143
	Fifth Year	63	52,385	54,480
Grade 2	First Year	70	56,097	58,341
	Second Year	77	59,933	62,330
Forester Grade 1	First Year	50	46,291	48,143
	Second Year	63	52,385	54,480
	Third Year	70	56,097	58,341
	Fourth Year	77	59,933	62,330
	Fifth Year	87	66,138	68,784
	Sixth Year	94	70,913	73,750

Grade 2	First Year	99	74,648	77,634
	Second Year	103	77,580	80,683
	Third Year	105	79,081	82,244
Grade 3		109	82,288	85,580
Grade 4		111	83,907	87,263
Grade 5		113	85,540	88,962
Grade 6	First Year	126	97,552	101,454
	Second Year	128	99,607	103,591
Grade 7		130	101,849	105,923

Greyhound Racing Authority (NSW) Award

Classifications and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Administrative Manager - A & C Grade 9/10			
1st year	101	76,142	79,188
2nd year	104	78,283	81,414
3rd year	108	81,479	84,738
Thereafter	111	83,907	87,263
Chief Steward - A & C Grade 9/10			
1st year	101	76,142	79,188
2nd year	104	78,283	81,414
3rd year	108	81,479	84,738
Thereafter	111	83,907	87,263
Administrative Officer (Finance) - A & C Grade 9			
1st year	101	76,142	79,188
Thereafter	104	78,283	81,414
Special Projects Officer - A & C Grade 8			
1st year	95	71,661	74,527
Thereafter	98	73,938	76,896
Accountant - A & C Grade 7			
1st year	88	66,796	69,468
Thereafter	91	68,794	71,546
Deputy Chief Stewart - A & C Grade 7			
1st year	88	66,796	69,468
Thereafter	91	68,794	71,546
Manager Registration Division - A & C Grade 7			
1st year	88	66,796	69,468
Thereafter	91	68,794	71,546
Stewards - A & C Grade 6			
1st year	82	63,007	65,527
Thereafter	85	64,854	67,448
Clerk - A & C Grade 3/4			
1st year	58	49,792	51,784
2nd year	61	51,292	53,344
3rd year	64	52,894	55,010
Thereafter	67	54,520	56,701
Executive Assistant to - A & C Grade 3/4 Chief Executive			
1st year	58	49,792	51,784
2nd year	61	51,292	53,344
3rd year	64	52,894	55,010
Thereafter	67	54,520	56,701
Field Officer - A & C Grade 3			
1st year	58	49,792	51,784
Thereafter	61	51,292	53,344

Greyhound Identity Officer - A & C Grade 2			
1st year	52	47,127	49,012
Thereafter	55	48,419	50,356
Personal Assistant to - A & C Grade 2			
Chief Steward			
1st year	52	47,127	49,012
Thereafter	55	48,419	50,356
Cadet Steward - A & C Grade 1			
1st year	46	44,538	46,320
Thereafter	49	45,848	47,682
Registration Clerk - A & C Grade 1			
1st year	46	44,538	46,320
Thereafter	49	45,848	47,682

New South Wales Department of Community Services (After Hours Service) Award

After Hour Service - Department of Community Services		
Classification & Grades	1.7.06 Per day \$	1.7.07 Per day +4% \$
Monday 5.00 pm to Saturday 9.00 am	73.57	76.51
Saturday 9.00 am to Sunday 9.00 am	110.34	114.75
Sunday 9.00 am to Monday 9.00 am	110.34	114.75
Public Holiday	110.34	114.75
Other Rates and Allowances		
Disturbance Rate	22.05	22.93

Senior Managers (National Parks and Wildlife Service) Award 2004

Senior Managers - National Parks and Wildlife Service		
Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Senior Manager Grade One (Bandwidth)	93,674 103,367	97,421 107,502
Senior Manager Grade Two (Bandwidth)	104,981 114,671	109,180 119,258
Senior Manager Grade Three (Bandwidth)	116,287 127,592	120,938 132,696

Zoological Parks Board of New South Wales Employees (State) Award

Classification	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Clerks - General Scale -			
1st year (up to 18 years)	7	26,014	27,055
2nd year (or 20 years)	11	31,464	32,723
3rd year	17	33,910	35,266
4th year	20	34,836	36,229
5th year	23	36,310	37,762
6th year	25	36,969	38,448
7th year	28	37,885	39,400
8th year	32	39,286	40,857

9th year	36	40,710	42,338
10th year	40	42,214	43,903
At 19 years + (HSC)	9	29,477	30,656
Grade 1 -			
1st year	46	44,538	46,320
2nd year	49	45,848	47,682
Grade 2 -			
1st year	52	47,127	49,012
2nd year	55	48,419	50,356
Grade 3 -			
1st year	58	49,792	51,784
2nd year	61	51,292	53,344
Grade 4 -			
1st year	64	52,894	55,010
2nd year	67	54,520	56,701
Grade 5 -			
1st year	75	58,777	61,128
2nd year	78	60,631	63,056
Grade 6 -			
1st year	82	63,007	65,527
2nd year	85	64,854	67,448
Grade 7 -			
1st year	88	66,796	69,468
2nd year	91	68,794	71,546
Grade 8 -			
1st year	95	71,661	74,527
2nd year	98	73,938	76,896
Grade 9 -			
1st year	101	76,142	79,188
2nd year	104	78,283	81,414
Grade 10 -			
1st year	108	81,479	84,738
2nd year	111	83,907	87,263
Grade 11 -			
1st year	116	88,066	91,589
2nd year	120	91,800	95,472
Grade 12 -			
1st year	126	97,552	101,454
2nd year	130	101,849	105,923
Stenographers and Machine Operators			
1st year (up to 17 years)	2	19,322	20,095
2nd year (or 17 years)	5	22,935	23,852
3rd year (or 18 years)	7	26,014	27,055
4th year (or 19 years)	9	29,477	30,656
5th year (or 20 years)	10	31,177	32,424
6th year (or 21 years)	19	34,543	35,925
7th year	22	35,495	36,915
8th year	24	36,667	38,134
9th year	33	39,605	41,189
10th year	35	40,300	41,912
11th year	38	41,441	43,099
12th year	40	42,214	43,903
Grade 1 -			
1st year	46	44,538	46,320
2nd year	49	45,848	47,682
Grade 2 -			
1st year	52	47,127	49,012
2nd year	55	48,419	50,356

Grade 3 -			
1st year	58	49,792	51,784
2nd year	61	51,292	53,344
Clerical Assistants -			
1st year (or under 17 years)	1	18,108	18,832
2nd year (or 17 years)	3	20,340	21,154
3rd year (or 18 years)	6	24,473	25,452
4th year (or 19 years)	8	27,796	28,908
5th year (or 20 years)	9	29,477	30,656
6th year (or 21 years)	15	32,702	34,010
7th year	17	33,910	35,266
8th year	20	34,836	36,229
9th year	22	35,495	36,915
Class 1 -			
1st year	25	36,969	38,448
2nd year	28	37,885	39,400
Class 2 -			
1st year	32	39,286	40,857
2nd year	35	40,300	41,912
Class 3 -			
1st year	37	41,099	42,743
2nd year	40	42,214	43,903
Class 4 -			
1st year	42	43,024	44,745
2nd year	44	43,773	45,524
Typists and Communications Assistants -			
1st year (or under 17)	2	19,322	20,095
2nd year (or 17 years)	4	21,566	22,429
3rd year (or 18 years)	6	24,473	25,452
4th year (or 19 years)	8	27,796	28,908
5th year (or 20 years)	10	31,177	32,424
6th year (or 21 years)	17	33,910	35,266
7th year	19	34,543	35,925
8th year	22	35,495	36,915
Senior Typist -			
1st year	25	36,969	38,448
2nd year	28	37,885	39,400
Garden Labourer -			
Grade 1	15	32,702	34,010
Grade 2	18	34,243	35,613
Grade 3	21	35,168	36,575
Horticultural Labourer -			
Grade 1	25	36,969	38,448
Grade 2	30	38,602	40,146
Grade 3	35	40,300	41,912
Horticulturalist Level 1 -			
Grade 1	42	43,024	44,745
Grade 2	45	44,199	45,967
Horticulturalist Level 2 -			
Grade 1	48	45,381	47,196
Grade 2	50	46,291	48,143
Horticultural Technician -			
Grade 1	55	48,419	50,356
Grade 2	57	49,305	51,277
Senior Horticultural Technician -			
Grade 1	63	52,385	54,480
Grade 2	67	54,520	56,701

Keeper Grade 4 (Specialist) – Level 2 (only available to employees employed permanently as a Keeper on 8 December 2005)	75	58,777	61,128
Trainee Keeper -			
Level 1	-	31,215	32,464
Level 2	-	33,296	34,628
Level 3	-	35,377	36,792
Level 4	-	37,458	38,956
Keeper -			
Level 1	-	41,620	43,285
Level 2	-	43,701	45,449
Level 3	-	45,782	47,613
Level 4	-	47,863	49,778
Senior Keeper -			
Level 1	-	49,944	51,942
Level 2	-	54,106	56,270
Keeping Unit Supervisor -			
Year 1	-	60,349	62,763
Year 2	-	61,597	64,061
Year 3	-	62,846	65,360
Publicity and Assistant Publicity Officer -			
Public Relations Officer -			
Grade 1 -			
1st year	87	66,138	68,784
2nd year	89	67,468	70,167
3rd year	91	68,794	71,546
Grade 2 -			
1st year	103	77,580	80,683
2nd year	105	79,081	82,244
3rd year	107	80,679	83,906
Publicity Officer -			
1st year	69	55,550	57,772
2nd year	72	57,142	59,428
3rd year	74	58,190	60,518
Assistant Publicity Officer -			
1st year	59	50,312	52,324
2nd year	62	51,776	53,847
Gate Receptionists	38	41,441	43,099
Graphic Artists -			
Grade 1 -			
1st year	28	37,885	39,400
2nd year	31	38,910	40,466
3rd year	34	39,976	41,575
4th year	37	41,099	42,743
5th year	39	41,868	43,543
6th year	43	43,450	45,188
7th year or thereafter	46	44,538	46,320
Grade 2 -			
1st year	49	45,848	47,682
2nd year	51	46,652	48,518
3rd year and thereafter	53	47,530	49,431
Grade 3 -			
1st year	58	49,792	51,784
2nd year and thereafter	61	51,292	53,344
Designers (Exhibitions and Publications)			
1st year	37	41,099	42,743
2nd year	39	41,868	43,543

3rd year	42	43,024	44,745
4th year	46	44,538	46,320
5th year	49	45,848	47,682
6th year	51	46,652	48,518
7th year	53	47,530	49,431
8th year	56	48,874	50,829
9th year	60	50,779	52,810
10th year	64	52,894	55,010
11th year	67	54,520	56,701
12th year and thereafter	71	56,659	58,925
Allowances:			
Casual first aid allowance (per shift)	-	12.30	12.80
Laundry Allowance for staff other than Gate Receptionists (per week)	-	5.14	5.35
Laundry Allowance for Gate Receptionists (per week)	-	9.26	9.63

Agreements and Determinations

Architects etc. (Public Service Board) Agreement No. 1733 of 1971

Architects			
Classification & Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Grade I			
1st year of service	46	44,538	46,320
2nd year of service	50	46,291	48,143
3rd year of service	56	48,874	50,829
4th year of service	63	52,385	54,480
5th year of service	70	56,097	58,341
6th year of service and thereafter	76	59,424	61,801
Grade II			
1st year of service	82	63,007	65,527
2nd year of service	86	65,434	68,051
3rd year of service	89	67,468	70,167
4th year of service and thereafter	92	69,431	72,208
Grade III			
1st year of service	97	73,138	76,064
2nd year of service	100	75,411	78,427
3rd year of service	104	78,283	81,414
4th year of service and thereafter	107	80,679	83,906
Grade IV			
1st year of service	112	84,724	88,113
2nd year of service	115	87,211	90,699
3rd year of service and thereafter	117	88,942	92,500
Grade V			
1st year of service	121	92,589	96,293
2nd year of service and thereafter	123	94,413	98,190
Grade VI			
1st year of service	125	96,504	100,364
2nd year of service	127	98,573	102,516

**Artists, etc., Australian Museum; Designers and Senior Designer, National Parks & Wildlife Service;
Artist, Chief, Exhibitions Department and Keeper of Exhibits, Museum of Applied Arts and Sciences;
Agreement No. 2196 of 1975**

Artists, Designers, Exhibitions Officers, etc.			
Classification & Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Artists Australian Museum and Museum of Applied Arts and Sciences			
Grade I			
1st year of service	28	37,885	39,400
2nd year of service	31	38,910	40,466
3rd year of service	34	39,976	41,575
4th year of service	37	41,099	42,743
5th year of service	39	41,868	43,543
6th year of service	43	43,450	45,188
7th year of service and thereafter	46	44,538	46,320
Grade II			
1st year of service	49	45,848	47,682
2nd year of service	51	46,652	48,518
3rd year of service and thereafter	53	47,530	49,431
Grade III			
1st year of service	58	49,792	51,784
2nd year of service and thereafter	61	51,292	53,344
Keeper Of Exhibits (Non Graduate)			
Museum of Applied Arts & Sciences			
1st year of service	44	43,773	45,524
2nd year of Service	47	45,007	46,807
3rd year of service	51	46,652	48,518
4th year of service	53	47,530	49,431
5th year of service	58	49,792	51,784
6th year of service and thereafter	58	49,792	51,784
Designers (Exhibitions and Publications)			
National Parks and Wildlife Services			
1st year of service	37	41,099	42,743
2nd year of service	39	41,868	43,543
3rd year of service	42	43,024	44,745
4th year of service	46	44,538	46,320
5th year of service	49	45,848	47,682
6th year of service	51	46,652	48,518
7th year of service	53	47,530	49,431
8th year of service	56	48,874	50,829
9th year of service	60	50,779	52,810
10th year of service	64	52,894	55,010
11th year of service	67	54,520	56,701
12th year of service	71	56,659	58,925
Senior Designer (Exhibitions and Publications) National Parks and Wildlife Service On Appointment			
	77	59,933	62,330
Exhibitions Officer, Australian Museum			
Grade I			
1st year of service	56	48,874	50,829
2nd year of service	60	50,779	52,810
3rd year of service	64	52,894	55,010
4th year of service	67	54,520	56,701
5th year of service and thereafter	71	56,659	58,925

Grade II			
1st year of service	75	58,777	61,128
2nd year of service	77	59,933	62,330
Chief, Exhibitions Department Museum of Applied Arts and Sciences			
1st year of service	92	69,431	72,208

Bandmaster, Department of Corrective Services, Determination No. 936 of 2004

The rate of pay for the Bandmaster, Department of Corrective Services shall be an annual salary equivalent to a Clerk Grade 5/6 under the Crown Employees (Administrative and Clerical Officers) Award.

Cadet Conditions and Rates of Pay, Various Departments; Determination No. 938 of 2004

Cadet Conditions and Rates of Pay, Various Departments			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Level 1 At 18 years of age	7	26,014	27,055
Level 1 At 19 years of age with HSC	9	29,477	30,656
Level 2 Or minimum at 20 years	11	31,464	32,723
Level 3 Or minimum at 21 years	17	33,910	35,266
Level 4	20	34,836	36,229
Level 5	23	36,310	37,762
Level 6	25	36,969	38,448
Level 7	28	37,885	39,400
Level 8	32	39,286	40,857
Level 9	36	40,710	42,338
Level 10	40	42,214	43,903

Cartographers, Engineering Survey Drafting Officers, Survey Drafting Officers, Photogrammetrists, Computers All Departments Public Service Board Agreement No. 2439 of 1982

Cartographers, Engineering Survey Drafting Officers, Survey Drafting Officers, Photogrammetrists, Computers All Departments			
Classification & Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
General Scale			
1st year	7	26,014	27,055
2nd year	11	31,464	32,723
3rd year	17	33,910	35,266
4th year	20	34,836	36,229
5th year	23	36,310	37,762
6th year	25	36,969	38,448
7th year	28	37,885	39,400
8th year	32	39,286	40,857
9th year	36	40,710	42,338
10th year	40	42,214	43,903
11th year	46	44,538	46,320
12th year	49	45,848	47,682

13th year	52	47,127	49,012
14th year	55	48,419	50,356
Officer with HSC aged 19 and over paid not less than	9	29,477	30,656
Class 1			
1st year	58	49,792	51,784
2nd year	61	51,292	53,344
3rd year	64	52,894	55,010
4th year	67	54,520	56,701
Class 2			
1st year	75	58,777	61,128
2nd year	78	60,631	63,056
Class 3			
1st year	82	63,007	65,527
2nd year	85	64,854	67,448
Class 4			
1st year	88	66,796	69,468
2nd year	91	68,794	71,546
Class 5			
1st year	95	71,661	74,527
2nd year	98	73,938	76,896
Class 6			
1st year	101	76,142	79,188
2nd year	104	78,283	81,414
Class 7			
1st year	108	81,479	84,738
2nd year	111	83,907	87,263

Casual Drug Counsellors - Department of Corrective Services Determination No. 935 of 2004

Department of Corrective Services		
Classification & Grades	1.7.06 Per hour \$	1.7.07 Per hour +4% \$
Sessional Specialist HIV/Health Promotion	57.12	59.40
(The rates are inclusive of a 15% casual loading for Monday to Friday work, plus 1/12th in lieu of recreation leave.		
Environmental Allowance for working within a correctional centre.	1.32	1.37

Clerical Officer Public Service Board Agreement No. 2515 of 1988 and Determination No. 877 of 1989

Clerical Officer, All Departments			
Classification & Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Grade 1 Group A			
1st year of service under 17	1	18,108	18,832
2nd year of service or 17	4	21,566	22,429
3rd year of service or 18	6	24,473	25,452
4th year of service or 19	9	29,477	30,656
5th year of service or 20	11	31,464	32,723
6th year of service	17	33,910	35,266
7th year of service	20	34,836	36,229

8th year of service	23	36,310	37,762
9th year of service	25	36,969	38,448
10th year of service	28	37,885	39,400
Group B			
1st year of service under 17	2	19,322	20,095
2nd year of service or 17	4	21,566	22,429
3rd year of service or 18	6	24,473	25,452
4th year of service or 19	9	29,477	30,656
5th year of service or 20	11	31,464	32,723
6th year of service	17	33,910	35,266
7th year of service	20	34,836	36,229
8th year of service	23	36,310	37,762
9th year of service	25	36,969	38,448
10th year of service	28	37,885	39,400
Minimum rate at 21	17	33,910	35,266
Grade 1/2			
Group C			
1st year of service under 17	3	20,340	21,154
2nd year of service or 17	6	24,473	25,452
3rd year of service or 18	9	29,477	30,656
4th year of service or 19	11	31,464	32,723
5th year of service or 20	17	33,910	35,266
6th year of service	20	34,836	36,229
7th year of service	23	36,310	37,762
8th year of service	25	36,969	38,448
9th year of service	28	37,885	39,400
10th year of service	32	39,286	40,857
11th year of service	36	40,710	42,338
12th year of service	40	42,214	43,903
Group D only			
1st year of service or 17	9	29,477	30,656
2nd year of service or 17	11	31,464	32,723
3rd year of service or 18	17	33,910	35,266
4th year of service or 19	20	34,836	36,229
5th year of service or 20	23	36,310	37,762
6th year of service	25	36,969	38,448
7th year of service	28	37,885	39,400
8th year of service	32	39,286	40,857
9th year of service	36	40,710	42,338
10th year of service	40	42,214	43,903
*Minimum rate for HSC at 19 years of age	9	29,477	30,656
Minimum rate at 21	20	34,836	36,229
Grade 3			
1st year of service	46	44,538	46,320
2nd year of service	49	45,848	47,682
Grade 3/4			
1st year of service	46	44,538	46,320
2nd year of service	49	45,848	47,682
3rd year of service	52	47,127	49,012
4th year of service	55	48,419	50,356
Grade 4			
1st year of service	52	47,127	49,012
2nd year of service	55	48,419	50,356
Grade 5			
1st year of service	58	49,792	51,784
2nd year of service	61	51,292	53,344

Grade 6			
1st year of service	64	52,894	55,010
2nd year of service	67	54,520	56,701
Grade 7			
1st year of service	75	58,777	61,128
2nd year of service	78	60,631	63,056
Grade 8			
1st year of service	82	63,007	65,527
2nd year of service	85	64,854	67,448

**Computer Operators - Salaries - Public Service Board Determination No. 642 of 1981
and Determination No. 801 of 1983**

Computer Operators, All Departments			
Classification & Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Trainee Computer Operator			
At 18 and under	7	26,014	27,055
At 19	9	29,477	30,656
At 20	11	31,464	32,723
At 21	17	33,910	35,266
Computer Operator - Grade 1			
1st year of service	20	34,836	36,229
2nd year of service	23	36,310	37,762
3rd year of service	25	36,969	38,448
4th year of service and thereafter	28	37,885	39,400
Computer Operator - Grade 2			
1st year of service	32	39,286	40,857
2nd year of service	36	40,710	42,338
3rd year of service and thereafter	40	42,214	43,903
Senior Computer Operator - Grade 1			
1st year of service	46	44,538	46,320
2nd year of service	49	45,848	47,682
3rd year of service	52	47,127	49,012
4th year of service	55	48,419	50,356
Senior Computer Operator - Grade 2			
1st year of service	58	49,792	51,784
2nd year of service	61	51,292	53,344
3rd year of service	64	52,894	55,010
4th year of Service	67	54,520	56,701

Computer Systems Officers - TAFE Public Service Board Determination

Computer Systems Officer - TAFE			
Classification	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Trainee			
1st Year	11	31,464	32,723
2nd Year	23	36,310	37,762
3rd Year	32	39,286	40,857
4th Year	49	45,848	47,682
Level 1			
1st Year	55	48,419	50,356
2nd Year	61	51,292	53,344

Level 2			
1st Year	67	54,520	56,701
2nd Year	78	60,631	63,056
Grade 1 -			
1st year	12	31,744	33,014
2nd year	20	34,836	36,229
3rd year	25	36,969	38,448
4th year	32	39,286	40,857
5th year	40	42,214	43,903
6th year	49	45,848	47,682
7th year	55	48,419	50,356
Grade 2 -			
1st year	61	51,292	53,344
2nd year	67	54,520	56,701
3rd year	78	60,631	63,056
Grade 3 -			
1st year	82	63,007	65,527
2nd year	85	64,854	67,448
3rd year	88	66,796	69,468
4th year	91	68,794	71,546
5th year	95	71,661	74,527
6th year	98	73,938	76,896
User Support Programmer = CSO Grade 1 and 2 Programme/Analyst = CSO Grade 2 and 3 Software Co-ordinator = CSO Grade 3			
Adapted from Computer Systems Officers - Computer Services Division - PSB Determination			

Conservators, Cultural Institutions, Public Service Board Agreement No. 2504 of 1987

Conservators, Cultural Institutions			
Classifications and Grade	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Assistant Conservator - Class 1			
1st year of service	40	42,214	43,903
2nd year of service	42	43,024	44,745
3rd year of service	44	43,773	45,524
4th year of service	47	45,007	46,807
5th year of service	49	45,848	47,682
6th year of service	52	47,127	49,012
Class 2			
1st year of service	55	48,419	50,356
2nd year of service	56	48,874	50,829
3rd year of service	58	49,792	51,784
Conservator - Grade 1			
1st year of service	62	51,776	53,847
2nd year of service	64	52,894	55,010
3rd year of service	66	53,969	56,128
4th year of service	68	54,920	57,117
5th year of service	70	56,097	58,341
Grade 2			
1st year of service	74	58,190	60,518
2nd year of service	79	61,116	63,561
3rd year of service	83	63,621	66,166
4th year of service	87	66,138	68,784
5th year of service	91	68,794	71,546

Grade 3			
1st year of service	94	70,913	73,750
2nd year of service	97	73,138	76,064
3rd year of service	99	74,648	77,634
Head Conservator			
1st year of service	105	79,081	82,244
2nd year of service	108	81,479	84,738
3rd year of service	110	83,095	86,419

**Coordinators and Directors, Community Justice Centres, Attorney-General's Department
Determination No. 808 of 1983**

Coordinators and Directors, Community Justice Centres - Attorney-General's Department			
Classification & Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Co-ordinator	61	51,292	53,344
Director	104	78,283	81,414

**Coordinator, Visual Arts, Long Bay Correctional Complex - Department of Corrective Services
Determination No. 929 of 2002**

Coordinator, Visual Arts, Long Bay Correctional Complex Department of Corrective Services			
Classification & Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Co-ordinator, Visual Arts	102	76,872	79,947
Environmental Allowance	-	2,143	2,229
All Incidents Allowance	-	7,370	7,665

Curators and Registrars Cultural Institutions, Public Service Board Agreement No. 2508 of 1987

Curatorial Staff			
Classification & Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Assistant Curator/Assistant Registrar - Grade I			
1st year of service	40	42,214	43,903
2nd year of service	46	44,538	46,320
3rd year of service	51	46,652	48,518
4th year of service	57	49,305	51,277
5th year of service and thereafter	62	51,776	53,847
Assistant Curator/Assistant Registrar - Grade II			
1st year of service	64	52,894	55,010
2nd year of service	67	54,520	56,701
3rd year of service	70	56,097	58,341
4th year of service	73	57,732	60,041
5th year of service and thereafter	75	58,777	61,128
Curator/Registrar - Grade I			
1st year of service	77	59,933	62,330
2nd year of service	82	63,007	65,527
3rd year of service	86	65,434	68,051
4th year of service	91	68,794	71,546
5th year of service and thereafter	95	71,661	74,527

Curator/Registrar - Grade II			
1st year of service	99	74,648	77,634
2nd year of service	102	76,872	79,947
3rd year of service	105	79,081	82,244
4th year of service	108	81,479	84,738
5th year of service	110	83,095	86,419
Senior Curator Senior Registrar	114	86,356	89,810

Dental Auxiliaries Assistant (TAFE) Public Service Board Advice 77/4514 of 14.7.82

Classification	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Clinical -			
1st year	41	42,688	44,396
2nd year	43	43,450	45,188
3rd year	46	44,538	46,320
4th year	50	46,291	48,143
5th year	53	47,530	49,431
6th year	56	48,874	50,829
Technical -			
1st year	41	42,688	44,396
2nd year	43	43,450	45,188
3rd year	46	44,538	46,320
4th year	50	46,291	48,143
5th year	53	47,530	49,431
6th year	56	48,874	50,829
Senior Dental Auxiliaries Assistant			
1st year	63	52,385	54,480
2nd year	66	53,969	56,128
3rd year	70	56,097	58,341
4th year	76	59,424	61,801

Departmental Professional Officers, Public Service Board Determination No. 866 of 1987

Departmental Professional Officers - All Departments			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Grade I -			
1st year of service	46	44,538	46,320
2nd year of service	50	46,291	48,143
3rd year of service	56	48,874	50,829
4th year of service	63	52,385	54,480
5th year of service	70	56,097	58,341
6th year of service and thereafter	76	59,424	61,801
Grade II -			
1st year of service	81	62,334	64,827
2nd year of service	84	64,182	66,749
3rd year of service	87	66,138	68,784
4th year of service and thereafter	91	68,794	71,546
Grade III -			
1st year of service	95	71,661	74,527
2nd year of service	98	73,938	76,896
3rd year of service	100	75,411	78,427
4th year of service and thereafter	104	78,283	81,414

Grade IV - 1st year of service	108	81,479	84,738
2nd year of service and thereafter	110	83,095	86,419
Grade V - 1st year of service	114	86,356	89,810
2nd year of service and thereafter	116	88,066	91,589
Grade VI - 1st year of service	119	90,811	94,443
2nd year of service and thereafter	121	92,589	96,293
Grade VII - 1st year of service	124	95,451	99,269
2nd year of service and thereafter	126	97,552	101,454
Grade VIII - 1st year of service	129	100,725	104,754
2nd year of service and thereafter	130	101,849	105,923

Department of Transport Officers Employment Conditions Agreement No. 2548 of 1998

Department of Transport		
Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Grade 1 -		
One	33,863	35,218
Two	35,045	36,447
Three	36,270	37,721
Four	37,540	39,042
Five	38,855	40,409
Grade 2		
One	38,855	40,409
Two	40,217	41,826
Three	41,622	43,287
Four	43,084	44,807
Five	44,588	46,372
Grade 3		
One	44,588	46,372
Two	46,149	47,995
Three	47,762	49,672
Four	49,435	51,412
Five	51,168	53,215
Grade 4		
One	51,168	53,215
Two	52,956	55,074
Three	54,811	57,003
Four	56,730	58,999
Five	58,789	61,141
Grade 5		
One	58,789	61,141
Two	60,769	63,200
Three	63,023	65,544
Four	65,100	67,704
Five	67,377	70,072
Grade 6		
One	67,377	70,072
Two	69,737	72,526
Three	72,175	75,062

Four	74,700	77,688
Five	77,316	80,409
Grade 7		
One	77,316	80,409
Two	80,023	83,224
Three	82,824	86,137
Four	85,719	89,148
Five	88,722	92,271
Grade 8		
One	88,722	92,271
Two	91,827	95,500
Three	97,570	101,473
Four	101,866	105,941
Five	105,432	109,649
Grade 9		
One	105,432	109,649
Two	111,096	115,540
Three	116,837	121,510
Four	121,135	125,980
Five	124,700	129,688

**Education Officers, etc., Department of Culture, Sport and Recreation, Public Service Board
Determination No. 473 of 1975**

Education Officers, Department of Culture, Sport & Recreation, (Art Gallery, Australian Museum & Museum of Applied Arts & Sciences)			
Classifications and Grade	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Education Officer -			
1st year of service	43	43,450	45,188
2nd year of service	48	45,381	47,196
3rd year of service	54	47,945	49,863
4th year of service	60	50,779	52,810
5th year of service	66	53,969	56,128
6th year of service	71	56,659	58,925
7th year of service	75	58,777	61,128
8th year of service	79	61,116	63,561
9th year of service and thereafter	84	64,182	66,749
Senior Education Officer -			
1st year of service	98	73,938	76,896
2nd year of service and thereafter	101	76,142	79,188
Allowance after 12 months on the 9th year of service: \$ per annum	-	2,012	2,092
After a further 12 months: \$ per annum	-	2,012	2,092

**Education Officer, Department of Training and Education Co-ordination
Determination No. 912 of 1996**

Education Officer - Department of Education and Training		
Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Education Officer		
Step 1	62,702	65,210
Step 2	66,040	68,682

Step 3	69,521	72,302
Step 4	73,012	75,932
Special Program Co-ordinator		
Step 1	78,185	81,312
Step 2	81,383	84,638
Senior Education Officer		
Step 1	84,950	88,348
Step 2	87,056	90,538
Chief Education Officer	94,678	98,465
Chief Research Officer	94,678	98,465
Quality Assurance Co-ordinator	99,946	103,944
Principal Education Officer	106,074	110,317
Principal Research Officer	106,074	110,317
Principal Officer	106,074	110,317
Curriculum Manager	106,074	110,317

Engineers etc., Public Service Board Agreement No. 1734 of 1971

Engineers			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Grade I Diplomat Experience Since Qualifying			
In first year	46	44,538	46,320
After one year	50	46,291	48,143
After two years	56	48,874	50,829
After three years	63	52,385	54,480
After four years	70	56,097	58,341
After five years	76	59,424	61,801
Grade I Graduate Experience Since Qualifying			
In first year	50	46,291	48,143
After one year	56	48,874	50,829
After two years	63	52,385	54,480
After three years	70	56,097	58,341
After four years	76	59,424	61,801
Grade II			
1st year of service	82	63,007	65,527
2nd year of service	86	65,434	68,051
3rd year of service	89	67,468	70,167
4th year of service and thereafter	92	69,431	72,208
Grade III			
1st year of service	97	73,138	76,064
2nd year of service	100	75,411	78,427
3rd year of service	104	78,283	81,414
4th year of service and thereafter	107	80,679	83,906
Grade IV			
1st year of service	112	84,724	88,113
2nd year of service	115	87,211	90,699
3rd year of service and thereafter	117	88,942	92,500
Grade V			
1st year of service	121	92,589	96,293
2nd year of service and thereafter	123	94,413	98,190
Grade VI			
1st year of service	125	96,504	100,364
2nd year of service and thereafter	127	98,573	102,516

Escorts and Travelling Attendants Agreement No. 2270 of 1980

Escorts and Travelling Attendants - Department of Community Services		
Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Travelling Attendant		
1st Year	34,426	35,803
2nd Year	34,426	35,803
3rd Year	34,752	36,142
4th Year	35,897	37,333
Travelling Attendant (Hourly Rate)		
1st Year	17.3627	18.0572
2nd Year	17.3627	18.0572
3rd Year	17.5266	18.2277
4th Year	18.1041	18.8283
Escorts		
1st Year	41,022	42,663
2nd Year	41,022	42,663
3rd Year	41,394	43,050
4th Year	42,793	44,505
Rate A Applicable Mon-Fri and all overtime/travelling time/weekdays and public holidays = Hrly rate of Travelling Attendant + 10% +4/48ths		
1st Year	20.6906	21.5182
2nd Year	20.6906	21.5182
3rd Year	20.8859	21.7213
4th Year	21.5741	22.4370
Rate B Applicable first 8 hours on Saturday = Hrly rate of Travelling Attendant + 50% +4/48ths		
1st Year	28.2144	29.3430
2nd Year	28.2144	29.3430
3rd Year	28.4808	29.6200
4th Year	29.4192	30.5960
Rate C Applicable first 8 hours on Sunday = Hrly rate of Travelling Attendant + 75% +4/48ths		
1st Year	32.9168	34.2335
2nd Year	32.9168	34.2335
3rd Year	33.2275	34.5566
4th Year	34.3224	35.6953
Rate D Applicable first 8 hours on a Public Holiday = Hrly Rate of Travelling Attendant + 150%+4/48ths		
1st Year	47.0240	48.9050
2nd Year	47.0240	48.9050
3rd Year	47.4679	49.3666
4th Year	49.0320	50.9933

**Gardening, Parks and Horticultural and Landscape Staff Amending Agreement No. 2320 of 1981;
Gardening Parks and Horticultural and Landscape Staff Agreement No. 2266 of 1980;
Determination No. 767 of 1982**

Gardening, Parks and Horticultural and Landscape Staff			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Gardener Tradesman	37	41,099	42,743
Gardener Experienced	30	38,602	40,146
Garden Labourer	20	34,836	36,229
Garden Labourer, 1st class	23	36,310	37,762
Chief Propagator (Royal Botanical Gardens)	43	43,450	45,188
Groundsman	33	39,605	41,189
Horticultural and Landscape Officers:			
Horticultural Assistants -			
1st year of service	33	39,605	41,189
2nd year of service	36	40,710	42,338
3rd year of service	38	41,441	43,099
4th year of service	40	42,214	43,903
5th year of service	42	43,024	44,745
6th year of service	44	43,773	45,524
7th year of service	46	44,538	46,320
Promotion beyond 3rd year rate dependent upon possession of the Certificate of Horticulture			
Ranger	30	38,602	40,146
Senior Ranger (plus appropriate Leading Hand Allowance)	30	38,602	40,146
Foreman	61	51,292	53,344
Foreman Special Grade	65	53,338	55,472
Superintendent, Centennial Park	77	59,933	62,330
Supervisor Royal Botanic Gardens and Mount Tomah			
1st year of service	68	54,920	57,117
2nd year of service	71	56,659	58,925
3rd year of service	73	57,732	60,041
Development Officer (Horticulture)	81	62,334	64,827
	82	63,007	65,527
	84	64,182	66,749
Living Collections Registrar	46	44,538	46,320
Mount Tomah	50	46,291	48,143
	53	47,530	49,431
	56	48,874	50,829

General Division Driver/Assistant etc Various Departments Agreement No. 2478 of 1985

Car Drivers/Assistants			
Classification & Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Car Drivers - Driver/General Assistant	33	39,605	41,189
Departmental - Driver/Assistant	39	41,868	43,543
Departmental - Driver/Assistant (in Charge),			
Public Works Department	43	43,450	45,188
Ministerial Driver/Assistant			
* Salary Class 52 with allowance to Salary	39	41,868	43,543
Class 122	80	61,779	64,250

**General Division (Trade Based Groups) Agreement No. 2301 of 1980;
Amending Agreement 2317 of 1981; Determination No.764 of 1982**

General Division (Trade Based Groups) Agreement, Salary Classes and Annual Salaries			
T.B. S.C.	CSP	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
T1	36	40,710	42,338
T2	36	40,710	42,338
T3	36	40,710	42,338
T4	37	41,099	42,743
T5	37	41,099	42,743
T6	38	41,441	43,099
T7	38	41,441	43,099
T8	38	41,441	43,099
T9	39	41,868	43,543
T10	39	41,868	43,543
T11	39	41,868	43,543
T12	40	42,214	43,903
T13	40	42,214	43,903
T14	41	42,688	44,396
T15	41	42,688	44,396
T16	41	42,688	44,396
T17	42	43,024	44,745
T18	42	43,024	44,745
T19	43	43,450	45,188
T20	43	43,450	45,188
T21	43	43,450	45,188
T22	44	43,773	45,524
T23	44	43,773	45,524
T24	45	44,199	45,967
T25	45	44,199	45,967
T26	45	44,199	45,967
T27	46	44,538	46,320
T28	46	44,538	46,320
T29	47	45,007	46,807
T30	47	45,007	46,807
T31	47	45,007	46,807
T32	47	45,007	46,807
T33	48	45,381	47,196
T34	48	45,381	47,196
T35	49	45,848	47,682
T36	49	45,848	47,682
T37	49	45,848	47,682
T38	50	46,291	48,143
T39	50	46,291	48,143
T40	50	46,291	48,143
T41	51	46,652	48,518
T42	51	46,652	48,518
T43	51	46,652	48,518
T44	52	47,127	49,012
T45	52	47,127	49,012
T46	52	47,127	49,012
T47	53	47,530	49,431
T48	53	47,530	49,431
T49	54	47,945	49,863

T50	54	47,945	49,863
T51	54	47,945	49,863
T52	55	48,419	50,356
T53	55	48,419	50,356
T54	55	48,419	50,356
T55	56	48,874	50,829
T56	56	48,874	50,829
T57	56	48,874	50,829
T58	57	49,305	51,277
T59	57	49,305	51,277
T60	57	49,305	51,277
T61	58	49,792	51,784
T62	58	49,792	51,784
T63	58	49,792	51,784
T64	59	50,312	52,324
T65	59	50,312	52,324
T66	59	50,312	52,324
T67	59	50,312	52,324
T68	60	50,779	52,810
T69	60	50,779	52,810
T70	61	51,292	53,344
T71	61	51,292	53,344
T72	61	51,292	53,344
T73	61	51,292	53,344
T74	62	51,776	53,847
T75	62	51,776	53,847
T76	62	51,776	53,847
T77	63	52,385	54,480
T78	63	52,385	54,480
T79	63	52,385	54,480
T80	63	52,385	54,480
T81	64	52,894	55,010
T82	64	52,894	55,010
T83	64	52,894	55,010
T84	65	53,338	55,472
T85	65	53,338	55,472
T86	65	53,338	55,472
T87	66	53,969	56,128
T88	66	53,969	56,128
T89	66	53,969	56,128
T90	66	53,969	56,128
T91	67	54,520	56,701
T92	67	54,520	56,701
T93	67	54,520	56,701
T94	68	54,920	57,117
T95	68	54,920	57,117
T96	68	54,920	57,117
T97	69	55,550	57,772
T98	69	55,550	57,772
T99	69	55,550	57,772
T100	69	55,550	57,772
T101	70	56,097	58,341
T102	70	56,097	58,341
T103	70	56,097	58,341
T104	71	56,659	58,925
T105	71	56,659	58,925

T106	71	56,659	58,925
T107	71	56,659	58,925
T108	72	57,142	59,428
T109	72	57,142	59,428
T110	72	57,142	59,428
T111	73	57,732	60,041
T112	73	57,732	60,041
T113	73	57,732	60,041
T114	74	58,190	60,518
T115	74	58,190	60,518
T116	74	58,190	60,518
T117	75	58,777	61,128
T118	75	58,777	61,128
T119	75	58,777	61,128
T120	75	58,777	61,128
T121	76	59,424	61,801
T122	76	59,424	61,801
T123	76	59,424	61,801
T124	76	59,424	61,801
T125	77	59,933	62,330
T126	77	59,933	62,330
T127	77	59,933	62,330
T128	78	60,631	63,056
T129	78	60,631	63,056
T130	78	60,631	63,056
T131	78	60,631	63,056
T132	78	60,631	63,056
T133	79	61,116	63,561
T134	79	61,116	63,561
T135	79	61,116	63,561
T136	80	61,779	64,250
T137	80	61,779	64,250
T138	80	61,779	64,250
T139	80	61,779	64,250
T140	81	62,334	64,827
T141	81	62,334	64,827
T142	81	62,334	64,827
T143	82	63,007	65,527
T144	82	63,007	65,527
T145	82	63,007	65,527
T146	82	63,007	65,527
T147	82	63,007	65,527
T148	83	63,621	66,166
T149	83	63,621	66,166
T150	83	63,621	66,166
T151	84	64,182	66,749
T152	84	64,182	66,749
T153	84	64,182	66,749
T154	84	64,182	66,749
T155	85	64,854	67,448
T156	85	64,854	67,448
T157	85	64,854	67,448
T158	85	64,854	67,448
T159	86	65,434	68,051
T160	86	65,434	68,051
T161	86	65,434	68,051

T162	86	65,434	68,051
T163	87	66,138	68,784
T164	87	66,138	68,784
T165	87	66,138	68,784
T166	87	66,138	68,784
T167	88	66,796	69,468
T168	88	66,796	69,468
T169	88	66,796	69,468
T170	88	66,796	69,468
T171	89	67,468	70,167
T172	89	67,468	70,167
T173	89	67,468	70,167
T174	89	67,468	70,167
T175	89	67,468	70,167
T176	90	68,137	70,862
T177	90	68,137	70,862
T178	90	68,137	70,862
T179	90	68,137	70,862
T180	91	68,794	71,546
T181	91	68,794	71,546
T182	91	68,794	71,546
T183	91	68,794	71,546
T184	92	69,431	72,208
T185	92	69,431	72,208
T186	92	69,431	72,208
T187	92	69,431	72,208
T188	93	70,160	72,966
T189	93	70,160	72,966
T190	93	70,160	72,966
T191	93	70,160	72,966
T192	93	70,160	72,966
T193	94	70,913	73,750
T194	94	70,913	73,750
T195	94	70,913	73,750
T196	94	70,913	73,750
T197	95	71,661	74,527
T198	95	71,661	74,527
T199	95	71,661	74,527
T200	95	71,661	74,527
T201	95	71,661	74,527
T202	96	72,412	75,308
T203	96	72,412	75,308
T204	96	72,412	75,308
T205	96	72,412	75,308
T206	96	72,412	75,308
T207	97	73,138	76,064
T208	97	73,138	76,064
T209	97	73,138	76,064
T210	97	73,138	76,064
T211	98	73,938	76,896
T212	98	73,938	76,896
T213	98	73,938	76,896
T214	98	73,938	76,896
T215	98	73,938	76,896
T216	99	74,648	77,634
T217	99	74,648	77,634

T218	99	74,648	77,634
T219	99	74,648	77,634
T220	99	74,648	77,634
T221	100	75,411	78,427
T222	100	75,411	78,427
T223	100	75,411	78,427
T224	100	75,411	78,427
T225	100	75,411	78,427
T226	101	76,142	79,188
T227	101	76,142	79,188
T228	101	76,142	79,188
T229	101	76,142	79,188
T230	102	76,872	79,947
Artificer, Australian Museum and Art Gallery of NSW			
1st year of service	T20	43,450	45,188
2nd year of service and thereafter	T25	44,199	45,967
Clerk of Works - Various Departments			
1st year of service	T95	54,920	57,117
2nd year of service	T102	56,097	58,341
3rd year of service	T111	57,732	60,041
4th year of service	T118	58,777	61,128
5th year of service and thereafter	T125	59,933	62,330
(Provided that in respect of officers appointed after 10th December, 1980, progression beyond the third year of service shall be dependent upon possession of the Building Foreman and Clerk of Works Certificate of the TAFE NSW* or a qualification deemed by the Industrial Authority to be appropriate and equivalent). (*agencies are advised to check with TAFE institutes with regards to course qualifications)			
Deputy Senior Electrical Inspector, All Departments			
1st year of service	T130	60,631	63,056
2nd year of service	T139	61,779	64,250
Electrical Foreman, Various			
Grade 2	T83	52,894	55,010
Grade 3	T96	52,894	55,010
Grade 5	T126	59,933	62,330
Electrical Inspectors, Various			
1st year of service	T118	58,777	61,128
2nd year of service	T125	59,933	62,330
Estimator, Various Departments			
1st year of service	T95	54,920	57,117
2nd year of service	T102	56,097	58,341
Fitter Operators, Various			
On appointment	T43	46,652	48,518
(i) NSW Electrician's Licence		38.30	39.80
(ii) Department of Industrial Relations First Class Refrigeration Certificate		12.10	12.60
(iii) Department of Industrial Relations Electrically Fired Boiler Attendant's Certificate		6.40	6.70

(iv) Department of Industrial Relations Open All Class Boiler Attendant's Certificate		12.10	12.60
(v) Refrigeration Mechanic's Certificate Course of the Sydney Technical College		12.10	12.60
Provided that, in addition to the above salary, allowances shall be paid to a Fitter Operator who has a licence or certificate specified hereunder and who is required to act upon such licence or certificate during the course of his duties.			
Food and Beverage Controller (S.C. 53) 1st year		41,868	43,543
(S.C. 57) 2nd year		43,024	44,745
Food School Assistant (S.C. 23) 1st year		34,243	35,613
(S.C. 24) 4th year		34,543	35,925
(S.C. 26) 7th year		34,836	36,229
Foreman Electrical Grade 2 (T83)		52,894	55,010
Grade 3 (T96)		54,920	57,177
Grade 5 (T126)		59,933	62,330
Other than Electrical - Grade 1 (T59)		49,305	51,277
Grade 2 (T72)		51,292	53,344
Grade 3 (T85)		53,338	55,472
Grade 4 (T111)		57,732	60,041
Grade 5 (T125)		59,933	62,330
Assistant Mechanical Foreman - (T72)		51,292	53,344
Property and Maintenance Officer, Youth and Community Services 1st year of service	T125	59,933	62,330
2nd year of service and thereafter	T139	61,779	64,250
Property Inspector, Public Trust Office 1st year of service	T83	52,894	55,010
2nd year of service	T92	54,520	56,701
3rd year of service	T100	55,550	57,772
4th year of service and thereafter	T111	57,732	60,041
Radio Technician, Police 1st year of service	T29	45,007	46,807
2nd year of service	T33	45,381	47,196
3rd year of service and thereafter	T38	46,291	48,143
Scientific Instrument Maker, Various Departments 1st year of service and thereafter	T42	46,652	48,518
Senior Apprenticeship Supervisor, Department of Industrial Relations On appointment	T128	60,631	63,056
Senior Electrical Inspector, Various Departments 1st year of service	T150	63,621	66,166
2nd year of service	T155	64,854	67,448
Senior Estimator, Various Departments	T107	56,659	58,925
Senior Mechanical Inspector 1st year of service	T150	63,621	66,166
2nd year of service and thereafter	T155	64,854	67,448

Senior Radio Technician, Police and Forestry Commission			
1st year of service	T59	49,305	51,277
2nd year of service and thereafter	T62	49,792	51,784
Senior Works Supervisors, Various Departments			
1st year of service	T150	63,621	66,166
2nd year of service and thereafter	T155	64,854	67,448
Textile Maintenance Officer			
1st year	T23	43,773	45,524
2nd year	T27	44,538	46,320
3rd year	T31	45,007	46,807
4th year	T35	45,848	47,682
Works Supervisors, Various Departments			
1st year of service	T130	60,631	63,056
2nd year of service and thereafter	T139	61,779	64,250

Glenfield Park School Staff, Department of Education Determination No. 787 of 1983

Department of Education				
Classification and Grades	Common Salary Point		1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Gardener Glenfield Park SSP	27		37,568	39,071

Guidance Officer, Department of Industrial Relations; Research Officers, Division of Vocational Guidance Services, Department of Industrial Relations, Department of Corrective Services, Department of Family and Community Services, Department of Health NSW; Research Officers (Non-Legally Qualified) Law Reform Commission, Department of Attorney General; Psychologists, Department of Health NSW, Department of Corrective Services, Department of Family and Community Services; Research Anthropologists, Department of Health NSW; Rehabilitation Counsellor Workers Compensation Commission Agreement No. 2405 of 1982; Amending Agreement No. 2520 of 1989

Guidance Officers, etc.(Excluding Department of Health)			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
(A) Non-Classified Positions			
Guidance Officer Department of Industrial Relations, Research Officer Department of Industrial Relations, Family and Community Services, Corrective Services, Department of Health NSW: Research Officer Non-Legally Qualified Law Reform Commission, Attorney General, Psychologist Department of Health NSW Corrective Services, Family and Community Services, Research Anthropologists Department of Health NSW, Social Anthropologists Department of Health NSW, Youth Counselling Officers Department of Industrial Relations			
1st year of service	43	43,450	45,188
2nd year of service	48	45,381	47,196
3rd year of service	54	47,945	49,863
4th year of service	60	50,779	52,810
5th year of service	66	53,969	56,128
6th year of service	71	56,659	58,925

7th year of service	75	58,777	61,128
8th year of service	79	61,116	63,561
9th year of service and thereafter	84	64,182	66,749
Clinical Psychologist Department of Health, Family and Community Services, Department of Attorney General			
1st year of service	79	61,116	63,561
2nd year of service	86	65,434	68,051
3rd year of service	91	68,794	71,546
4th year of service	96	72,412	75,308
5th year of service and thereafter	101	76,142	79,188
A Clinical Psychologist appointed to one of the following positions shall be paid as follows:			
Program Co-ordinator			
1st year of service	101	76,142	79,188
2nd year of service and thereafter	105	79,081	82,244
Senior Program Co-ordinator			
1st year of service	105	79,081	82,244
2nd year of service and thereafter	108	81,479	84,738
Program Director			
1st year of service	108	81,479	84,738
2nd year of service and thereafter	110	83,095	86,419
Project Director Department of Health NSW			
1st year of service	91	68,794	71,546
2nd year of service and thereafter	96	72,412	75,308
Rehabilitation Counsellor Workers Compensation Commission			
1st year of service	66	53,969	56,128
2nd year of service	71	56,659	58,925
3rd year of service and thereafter	75	58,777	61,128
Senior Rehabilitation Counsellor Workers Compensation Commission			
1st year of service	79	61,116	63,561
2nd year of service and thereafter	84	64,182	66,749
(B) Classified Positions (Group a)			
Senior Guidance Officer, District Guidance Officer, Grade I, Careers Research Officer, Division of Vocational Guidance Services, Department of Industrial Relations, Senior Research Psychologist Department of Health NSW			
On Appointment	101	76,142	79,188
Group (b)			
Deputy Senior Psychologist, Family and Community Services, Chief Research Psychologist, Department of Health NSW, Senior Research Officer, Senior Psychologist, Corrective Services, District Guidance Officer, Grade II, OIC Research Section, OIC Special Section for Handicapped Persons, Division Of Vocational Guidance Services, Principal Counsellor, Youth Counselling Service, Department of Industrial Relations			
On Appointment	105	79,081	82,244
Group (c)			
Senior Clinical Psychologist, Department of Health NSW, and Family and Community Services, Regional Psychologist New England Region, Department of Health NSW, Psychologist In Charge Department of Health NSW			
On Appointment	105	79,081	82,244

Group (d) Chief Guidance Officer Department of Industrial Relations On Appointment	110	83,095	86,419
Chief Psychologist Corrective Services On Appointment	114	86,356	89,810
Assistant Director Division of Vocational Guidance Services Department of Industrial Relations On Appointment	115	87,211	90,699
Deputy Director, Division of Health Services, Research Department of Health, NSW, Principal Clinical Psychologist, Principal Psychologist, Department of Health NSW, Senior Research Consultant (Personal to Dr. J. Kraus) Family and Community Services, Principal Psychologist, Psychological Counselling Service, Family and Community Services Principal Psychologist (Bureau of Personal Health Services) Department of Health NSW On Appointment	120	91,800	95,472
Deputy Director, Division Of Vocational Guidance Services, Department of Industrial Relations On Appointment	125	96,504	100,364

Note: For Psychologist classifications refer to the Crown Employees (Psychologists) Award made 9.10.06

Interpretive Assistants, National Parks and Wildlife Service, Industrial Authority Determination

Interpretive Assistants, National Parks and Wildlife Service			
Classification & Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Interpretive Assistants			
Year 1	43	43,450	45,188
Year 2	47	45,007	46,807

Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officers (Scientific), Various Departments; Agreement No. 2369 of 1982

Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officers (Scientific), Various Departments			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Laboratory Attendant (Junior)			
At 16 and under	4	21,566	22,429
At 17	6	24,473	25,452
At 18	8	27,796	28,908
At 19	11	31,464	32,723
At 20	18	34,243	35,613
Laboratory Attendant General Scale (Adult)			
1st year of service	24	36,667	38,134
2nd year of service	26	37,268	38,759
3rd year of service and thereafter	28	37,885	39,400

Laboratory Attendant Grade 1 (Adult)			
1st year of service	28	37,885	39,400
2nd year of service	31	38,910	40,466
3rd year of service and thereafter	33	39,605	41,189
Technical Officer (Scientific) Grade 1			
1st year of service	36	40,710	42,338
2nd year of service	38	41,441	43,099
3rd year of service	41	42,688	44,396
4th year of service	43	43,450	45,188
5th year of service	46	44,538	46,320
6th year of service and thereafter	50	46,291	48,143
7th year of service	53	47,530	49,431
8th year of service and thereafter	56	48,874	50,829
Technical Officer (Scientific) Grade II			
1st year of service	63	52,385	54,480
2nd year of service	66	53,969	56,128
3rd year of service	70	56,097	58,341
4th year of service	76	59,424	61,801
Senior Technical Officer (Scientific) Grade 1			
1st year of service	81	62,334	64,827
2nd year of service	83	63,621	66,166
3rd year of service and thereafter	84	64,182	66,749
Senior Technical Officer (Scientific) Grade II			
1st year of service	84	64,182	66,749
2nd year of service	87	66,138	68,784
3rd year of service	89	67,468	70,167
4th year of service	92	69,431	72,208
5th year of service and thereafter	95	71,661	74,527
Trainee Technical Officer (Scientific)			
1st year	5	22,935	23,852
2nd year	7	26,014	27,055
3rd year	9	29,477	30,656
4th year	13	32,062	33,344

Legal Officers, Various Departments Agreement No. 2375 of 1982

Legal Officers, Various Departments			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Legal Officers			
Grade I			
1st year of service	51	46,652	48,518
2nd year of service	55	48,419	50,356
3rd year of service	58	49,792	51,784
4th year of service	61	51,292	53,344
5th year of service	65	53,338	55,472
Grade II			
1st year of service	73	57,732	60,041
2nd year of service	78	60,631	63,056
3rd year of service	84	64,182	66,749
4th year of service	89	67,468	70,167
5th year of service	93	70,160	72,966
Grade III			
1st year of service	98	73,938	76,896
2nd year of service	101	76,142	79,188
3rd year of service	105	79,081	82,244

Grade IV			
1st year of service	112	84,724	88,113
2nd year of service	114	86,356	89,810
Grade V			
1st year of service	119	90,811	94,443
2nd year of service	121	92,589	96,293
Grade VI			
1st year of service	126	97,552	101,454
2nd year of service	128	99,607	103,591

Maintenance Officer State Library of NSW, Determination No 939 of 2004

Maintenance Officer State Library of NSW		
Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Maintenance Officer		
1st year of service	44,432	46,209
2nd year of service	46,795	48,667

Media Monitoring Unit, Premier's Department Agreement No. 2546 of 1997

Media Monitors			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Media Monitor, Level 1			
1st year of service	61	51,292	53,344
2nd year of service	65	53,338	55,472
3rd year of service	69	55,550	57,772
4th year of service	74	58,190	60,518
Senior Media Monitor, Level 2			
1st year of service	78	60,631	63,056
2nd year of service	82	63,007	65,527
3rd year of service	86	65,434	68,051
4th year of service	89	67,468	70,167

**Miscellaneous Professional Officers, Department of Water Resources
Agreement No. 2535 of 1991**

Miscellaneous Professional Officers, Department of Water Resources			
Classification and Grades	Common Salary Points	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Cadets/Trainees			
1st year of service	8	27,796	28,908
2nd year of service	11	31,464	32,723
3rd year of service	17	33,910	35,266
4th year of service	25	36,969	38,448
5th year of service	32	39,286	40,857
6th year of service	37	41,099	42,743

General Scale			
1st year of service	37	41,099	42,743
2nd year of service	44	43,773	45,524
3rd year of service	51	46,652	48,518
4th year of service	58	49,792	51,784
5th year of service	64	52,894	55,010
6th year of service	71	56,659	58,925
Grade 1			
1st year of service	72	57,142	59,428
2nd year of service	75	58,777	61,128
3rd year of service	78	60,631	63,056
Thereafter	81	62,334	64,827
Grade 2			
1st year of service	85	64,854	67,448
Thereafter	87	66,138	68,784
Grade 3			
1st year of service	90	68,137	70,862
Thereafter	95	71,661	74,527
Grade 4			
1st year of service	99	74,648	77,634
Thereafter	102	76,872	79,947
Grade 5			
1st year of service	108	81,479	84,738
Thereafter	111	83,907	87,263
Grade 6			
1st year of service	116	88,066	91,589
Thereafter	121	92,589	96,293

**Parliament House, Administrative and Clerical Officers,
Determination of the Presiding Officers**

Administrative and Clerical Officers, Parliament House			
Classification and Grades	Common Salary Points	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Clerks General Scale			
1st year of service or 18	7	26,014	27,055
2nd year of service min. at 20	11	31,464	32,723
3rd year of service min. at 21	17	33,910	35,266
4th year of service	20	34,836	36,229
5th year of service	23	36,310	37,762
6th year of service	25	36,969	38,448
7th year of service	28	37,885	39,400
8th year of service	32	39,286	40,857
9th year of service	36	40,710	42,338
10th year of service	40	42,214	43,903
Officer with HSC at 19 paid not less than	9	29,477	30,656
Grade 1 -			
1st year of service	46	44,538	46,320
Thereafter	49	45,848	47,682
Grade 2 -			
1st year of service	52	47,127	49,012
Thereafter	55	48,419	50,356

Grade 3 - 1st year of service	58	49,792	51,784
Thereafter	61	51,292	53,344
Grade 4 - 1st year of service	64	52,894	55,010
Thereafter	67	54,520	56,701
Grade 5 - 1st year of service	75	58,777	61,128
Thereafter	78	60,631	63,056
Grade 6 - 1st year of service	82	63,007	65,527
Thereafter	85	64,854	67,448
Grade 7 - 1st year of service	88	66,796	69,468
Thereafter	91	68,794	71,546
Grade 8 - 1st year of service	95	71,661	74,527
Thereafter	98	73,938	76,896
Grade 9 - 1st year of service	101	76,142	79,188
Thereafter	104	78,283	81,414
Grade 10 - 1st year of service	108	81,479	84,738
Thereafter	111	83,907	87,263
Grade 11 - 1st year of service	116	88,066	91,589
Thereafter	120	91,800	95,472
Grade 12 - 1st year of service	126	97,552	101,454
Thereafter	130	101,849	105,923

Parliament House, Other Clerical Officers Determinations of the Presiding Officers

Other Clerical Officers, Parliament House			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Grade 1 - Group A - 1st year of service or under 17	1	18,108	18,832
2nd year of service or 17	4	21,566	22,429
3rd year of service or 18	6	24,473	25,452
Group B - 1st year of service or under 17	2	19,322	20,095
2nd year of service or 17	4	21,566	22,429
3rd year of service	6	24,473	25,452
Grade 1 - 4th year of service 19	9	29,477	30,656
5th year of service 20	11	31,464	32,723
6th year of service	17	33,910	35,266
7th year of service	20	34,836	36,229
8th year of service	23	36,310	37,762
9th year of service	25	36,969	38,448
10th year of service	28	37,885	39,400

Grade 1/2 - Group C - 1st year of service or under 17	3	20,340	21,154
2nd year of service or 17	6	24,473	25,452
3rd year of service or 18	9	29,477	30,656
Group D only - Officer with HSC at 19 paid not less than	9	29,477	30,656
4th year of service or 19	11	31,464	32,723
5th year of service or 20	17	33,910	35,266
6th year of service	20	34,836	36,229
7th year of service	23	36,310	37,762
8th year of service	25	36,969	38,448
9th year of service	28	37,885	39,400
10th year of service	32	39,286	40,857
11th year of service	36	40,710	42,338
12th year of service	40	42,214	43,903
Grade 3 - 1st year of service	46	44,538	46,320
2nd year of service	49	45,848	47,682
Grade 3/4 - 1st year of service	46	44,538	46,320
2nd year of service	49	45,848	47,682
3rd year of service	52	47,127	49,012
4th year of service	55	48,419	50,356
Grade 4 - 1st year of service	52	47,127	49,012
2nd year of service	55	48,419	50,356
Grade 5 - 1st year of service	58	49,792	51,784
2nd year of service	61	51,292	53,344
Grade 6 - 1st year of service	64	52,894	55,010
2nd year of service	67	54,520	56,701
Grade 7 - 1st year of service	75	58,777	61,128
2nd year of service	78	60,631	63,056
Grade 8 - 1st year of service	82	63,007	65,527
2nd year of service	85	64,854	67,448

Parliamentary Attendant Staff, Determinations of the Presiding Officers)

Parliamentary Attendant Staff			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Parliamentary Officer - Attendant, Grade 1			
1st year of service	32	39,286	40,857
2nd year of service	36	40,710	42,338
Thereafter	40	42,214	43,903
Grade 2			
1st year of service	41	42,688	44,396
Thereafter	43	43,450	45,188
Grade 3			
1st year of service (Level 1)	46	44,538	46,320
Thereafter (Level 2)	49	45,848	47,682

Grade 4	55	48,419	50,356
Grade 5	61	51,292	53,344

Parliamentary Staff (Security Officers, Attendants/Gatekeepers, Joint Services Staff, Food and Beverages Staff), Agreement 2379 of 1981, Agreement 2381 of 1981, Agreement 2382 of 1981

Parliamentary Staff (Security Officers, Attendants/Gatekeepers, Joint Services Staff, Food and Beverages Staff)			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
**Parliamentary Officers Chef - Grade 4 (Head Chef)			
1st year	82	63,007	65,527
2nd year and thereafter	85	64,854	67,448
**Parliamentary Officer Chef - Grade 3 (Chef)	47	45,007	46,807
**Parliamentary Officer Chef - Grade 2 - (Assistant Chef)	37	41,099	42,743
Parliamentary Steward			
1st year	48	45,381	47,196
2nd year and thereafter	50	46,291	48,143
Dining Room Supervisor	40	42,214	43,903
Assistant Dining Room Supervisor	32	39,286	40,857
**Catering Supervisor (Cafeteria Supervisor)	34	39,976	41,575
**Catering Supervisor (Room Service Supervisor)	32	39,286	40,857
Senior Dining Room Attendant/Cleaner	29	38,276	39,807
Dining Room Attendant/Cleaner	27	37,568	39,071
Senior Bartender	30	38,602	40,146
Bartender	-	36,649	38,115
Kitchen Attendant	27	37,568	39,071
Kitchen Assistant	-	35,444	36,862
Stock Clerk -			
1st year	38	41,441	43,099
2nd year	40	42,214	43,903
3rd year and thereafter	43	43,450	45,188
Pantry Supervisor	34	39,976	41,575
Assistant Pantry Supervisor	30	38,602	40,146
**Cleaning Supervisor (Foreman Cleaner)	30	38,602	40,146
**Assistant Cleaning Supervisor (Assistant Foreman Cleaner)	-	36,649	38,115
General Useful	-	35,444	36,862
Stores Officer			
1st year	-	41,868	43,543
2nd year and thereafter	-	42,688	44,396
Housekeeper	-	34,470	35,849
*Senior Laundry Assistant	-	34,159	35,525
Laundry Assistant	-	33,819	35,172
Cleaner	-	33,819	35,172
**Horticulturalist Grade 2 (Gardener - experienced)	32	39,286	40,857
*Attendant/Gatekeeper	-	35,444	36,862
*Parliament House Security Officer	41	42,688	44,396
*Position deleted from establishment.			
**Title of position changed - old title appears in brackets.			

Parole Officers, Department of Corrective Services, Industrial Authority Determination

Parole Officers, Department of Corrective Services			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Parole Officer			
Min 3	58	49,792	51,784
Max 3	61	51,292	53,344
Min 4	64	52,894	55,010
Max 4	67	54,520	56,701
Min 5	75	58,777	61,128
Max 5	78	60,631	63,056
Min 6	82	63,007	65,527
Max 6	85	64,854	67,448
Unit Leader			
Min 7	88	66,796	69,468
Max 7	91	68,794	71,546
Min 8	95	71,661	74,527
Max 8	98	73,938	76,896
District Manager 4			
Min 7	88	66,796	69,468
Max 7	91	68,794	71,546
Min 8	95	71,661	74,527
District Manager 3			
Min 8	95	71,661	74,527
Max 8	98	73,938	76,896
Min 9	101	76,142	79,188
Max 9	104	78,283	81,414
District Manager 2			
Min 9	101	76,142	79,188
Max 9	104	78,283	81,414
Min 10	108	81,479	84,738
Max 10	111	83,907	87,263
District Manager 1			
Min 10	108	81,479	84,738
Max 10	111	83,907	87,263
Min 11	116	88,066	91,589
Max 11	120	91,800	95,472

**Petty Sessions Officers - Local Courts Administration Public Service Board
Determination 741 of 1982**

Petty Sessions Officers - Local Courts Administration			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Grade 1/2			
1st year of service	7	26,014	27,055
2nd year of service	11	31,464	32,723
3rd year of service	17	33,910	35,266
4th year of service	20	34,836	36,229
5th year of service	23	36,310	37,762
6th year of service	25	36,969	38,448
7th year of service	28	37,885	39,400
8th year of service	32	39,286	40,857

9th year of service	36	40,710	42,338
10th year of service	40	42,214	43,903
Officer with HSC at 19 paid not less than	9	29,477	30,656
General Scale			
Grade 3			
1st year of service Max 1	49	45,848	47,682
2nd year of service Min 2	52	47,127	49,012
Thereafter Max 2	55	48,419	50,356
Grade 4			
1st year of service Max 3	61	51,292	53,344
2nd year of service Min 4	64	52,894	55,010
Thereafter Max 4	67	54,520	56,701
Grade 5			
1st year of service Max 5	78	60,631	63,056
2nd year of service Min 6	82	63,007	65,527
Thereafter Max 6	85	64,854	67,448
Grade 6			
1st year of service Min 8	95	71,661	74,527
Thereafter Max 9	104	78,283	81,414
Grade 7			
1st year of service Min 11	116	88,066	91,589
Thereafter Min 12	126	97,552	101,454

Pharmacists, PSB Agreement 2441 of 1982

Pharmacists		
Classification and Grade	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Pharmacist - Grade 1		
1st year	42,620	44,325
2nd year	44,214	45,983
3rd year	46,920	48,797
4th year	50,153	52,159
5th year	53,631	55,776
6th year	57,038	59,320
7th year	59,802	62,194
8th year	61,729	64,198
Pharmacist - Grade 2 After 2 yrs on maximum	63,570	66,113
Part-time Pharmacist	35	36
Pharmaceutical Advisor Pharmaceutical Services Branch		
1st year	69,061	71,823
2nd year	71,377	74,232
3rd year	73,372	76,307
4th year	75,370	78,385
Principal Pharmaceutical Advisor Pharmaceutical Services Branch		
1st year	82,526	85,827
2nd year	84,607	87,991
Deputy Chief Pharmacist Pharmaceutical Services Branch		
1st year	87,411	90,907
2nd year	89,585	93,168

Chief Pharmacist Pharmaceutical Services Branch		
1st year	96,479	100,338
2nd year	98,745	102,695
Chief Pharmacist Group 1 & 3, Grade 5 Corrections Health Service		
1st year	82,521	85,822
2nd year	84,608	87,992

Pilots Forestry Commission, Determination No. 843 of 1985

Forestry Commission			
Classification and Grades	Common Salary Point	1.7.06 Per week \$	1.7.07 Per week +4% \$
Manager (Flight Operations) - Helicopter	104	78,283	81,414
Fixed Wing	99	74,648	77,634
Pilot (Fixed Wing) -			
1st year	85	64,854	67,448
2nd year	87	66,138	68,784
3rd year	89	67,468	70,167
4th year	91	68,794	71,546
Pilot (Fixed Wing under 3360 kg)	82	63,007	65,527
Pilot (Helicopter) -			
1st year	88	66,796	69,468
2nd year	91	68,794	71,546
3rd year	93	70,160	72,966
4th year	96	72,412	75,308
Where 4th Class Instrument Rating Required			
1st year	89	67,468	70,167
2nd year	92	69,431	72,208
3rd year	95	71,661	74,527
4th year	97	73,138	76,064
Allowances per annum:			
Helicopter/Agriculture Pilots Allowance	-	3,903	4,059
Check and Training Allowance	-	4,678	4,865
Agricultural Rating Helicopter Crewman -			
1st year	50	46,291	48,143
2nd year	55	48,419	50,356
3rd year	58	49,792	51,784
4th year	62	51,776	53,847

Publicity Officers and Public Relations Officers, Public Service Board Agreement No. 2126 of 1975

Publicity Officers and Public Relations Officers			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Assistant Publicity Officers			
1st year of service	59	50,312	52,324
2nd year of service	62	51,776	53,847

Publicity Officers			
1st year of service	69	55,550	57,772
2nd year of service	72	57,142	59,428
3rd year of service and thereafter	74	58,190	60,518
Senior Publicity Officers, Dept of Education & Training			
1st year of service and thereafter	100	75,411	78,427
Public Relations Officer			
Grade II			
1st year of service	87	66,138	68,784
2nd year of service	89	67,468	70,167
3rd year of service and thereafter	91	68,794	71,546
Grade I			
1st year of service	103	77,580	80,683
2nd year of service	105	79,081	82,244
3rd year of service and thereafter	107	80,679	83,906
Allowance in lieu of overtime (per annum)	-	9,790	10,182

Scientific Officers Various Departments, Public Service Board Agreement No. 2433 of 1982

Scientific Officers, Various Departments			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Grade I			
1st year of service	46	44,538	46,320
2nd year of service	50	46,291	48,143
3rd year of service	56	48,874	50,829
4th year of service	63	52,385	54,480
5th year of service	70	56,097	58,341
6th year of service and thereafter	76	59,424	61,801
Grade II			
1st year of service	81	62,334	64,827
2nd year of service	84	64,182	66,749
3rd year of service	87	66,138	68,784
4th year of service and thereafter	91	68,794	71,546
Grade III			
1st year of service	95	71,661	74,527
2nd year of service	98	73,938	76,896
3rd year of service and thereafter	100	75,411	78,427
Grade IV			
1st year of service	105	79,081	82,244
2nd year of service	108	81,479	84,738
3rd year of service and thereafter	110	83,095	86,419
Grade V			
1st year of service	114	86,356	89,810
2nd year of service and thereafter	117	88,942	92,500
Grade VI			
1st year of service	120	91,800	95,472
2nd year of service	123	94,413	98,190

Security Officers and Senior Security Officers Various Departments Determination No. 768 of 1982

Security Officers and Senior Security Officers, Various Departments			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Security Officer	25	36,969	38,448
Senior Security Officer	30	38,602	40,146
Chief Security Controller - Sydney			
1st year	75	58,777	61,128
2nd year	78	60,631	63,056
Chief Security Officer Sydney -			
(S.C. 85) 1st year	60	50,779	52,810
(S.C. 92) 2nd year	64	52,894	55,010
Newcastle - (S.C. 80)	57	49,305	51,277

Social Workers, Various Departments Agreement No. 2374 of 1982

Social Workers, Various Departments			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Social Worker, Community Services Consultant			
1st year of service	44	43,773	45,524
2nd year of service	49	45,848	47,682
3rd year of service	55	48,419	50,356
4th year of service	61	51,292	53,344
5th year of service	67	54,520	56,701
6th year of service	71	56,659	58,925
7th year of service	75	58,777	61,128
8th year of service	79	61,116	63,561
9th year of service and thereafter	84	64,182	66,749
Senior Allotment Officer	89	67,468	70,167
Community Services Officer	96	72,412	75,308
Social Worker Grade I	89	67,468	70,167
Senior Social Worker	96	72,412	75,308
Regional Social Work Adviser			
South Eastern, Orana and Far West and South Western Health Regions	89	67,468	70,167
Central Western, North Coast, Illawarra and New England Health Regions	96	72,412	75,308
Southern Metropolitan, Northern Metropolitan, Western Metropolitan and Hunter Health Regions	107	80,679	83,906

**Stores Officers Various Departments Agreement No. 2038 of 1973; Determination 534 of 1978;
Determination 747 of 1982**

Stores Officer, Various Departments			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Stores Officers			
Grade 1			
1st year of service	31	38,910	40,466
2nd year of service and thereafter	33	39,605	41,189
Grade 2			
1st year of service	34	39,976	41,575
2nd year of service and thereafter	35	40,300	41,912
Grade 3			
1st year of service	36	40,710	42,338
2nd year of service and thereafter	37	41,099	42,743
Grade 4			
1st year of service	39	41,868	43,543
2nd year of service	41	42,688	44,396
3rd year of service and thereafter	41	42,688	44,396
Stores and Despatch Officer			
Art Gallery of N.S.W.			
1st year of service	39	41,868	43,543
2nd year of service	40	42,214	43,903
3rd year of service and thereafter	41	42,688	44,396
Drug Checker and Counter Hand			
Commercial Services Group			
1st year of service	37	41,099	42,743
2nd year of service and thereafter	38	41,441	43,099
Area Supervisors			
Commercial Services Group			
1st year of service	46	44,538	46,320
2nd year of service and thereafter	48	45,381	47,196
Second O.I.C. (Other Areas)			
Commercial Services Group			
1st year of service	37	41,099	42,743
2nd year of service and thereafter	38	41,441	43,099
Area Supervisors (Shea's Creek Stores)			
Despatch Section, Government Supply Department			
1st year of service	52	47,127	49,012
2nd year of service and thereafter	55	48,419	50,356
Packing Section and Sheds 68-72			
Commercial Services Group			
1st year of service	49	45,848	47,682
2nd year of service and thereafter	51	46,652	48,518

Section O.I.C. (Areas)			
Commercial Services Group			
1st year of service	41	42,688	44,396
2nd year of service and thereafter	43	43,450	45,188
Packing Section and Sheds 68-72			
Commercial Services Group			
1st year of service	39	41,868	43,543
2nd year of service and thereafter	40	42,214	43,903
Assistant Inspector of Packing and Quality Control, Commercial Services Group	56	48,874	50,829
Inspector of Packing and Quality Control, Commercial Services Group	59	50,312	52,324
Controller of Order Processing, Commercial Services Group	59	50,312	52,324
Stores Controller, CMA	46	44,538	46,320
Assistant Stores Controller, CMA	40	42,214	43,903
Chief Stores Officer, Government Motor Garage			
1st year of service	46	44,538	46,320
2nd year of service	48	45,381	47,196
3rd year of service and thereafter	49	45,848	47,682

**Student Association Officer, Department of Technical and Further Education
Determination No. 5 of 2001**

Department of Technical and Further Education			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Assistant Student Association Officer			
Step 1	46	44,538	46,320
Step 2	49	45,848	47,682
Step 3	52	47,127	49,012
Step 4	55	48,419	50,356
Student Association Officer Level 1			
Step 1	58	49,792	51,784
Step 2	61	51,292	53,344
Step 3	64	52,894	55,010
Step 4	67	54,520	56,701
Student Association Officer Level 2			
Step 1	75	58,777	61,128
Step 2	78	60,631	63,056
Step 3	82	63,007	65,527
Step 4*	85	64,854	67,448
* Direct appointment to the last incremental step on the new classification structure will occur by way of an allowance.			
Allowance - Overnight duties on weekends and vacation trips (per night)	-	Per night 74.87	Per night 77.86
Student Association Officers who work 11.00 am - 7.00pm shift receive 10% shift allowance.			

Casual Assistant Student Association Officer (per hour) (Dept. formula)	-	Per hour 30.38	Per hour 31.60
Casual Student Association Officer (per hour) (Dept. formula)	-	Per hour 33.97	Per hour 35.33
Engaged for periods of not less than 3 hours and be paid as such. Rates include a 15% loading in lieu of all leave entitlements excluding LSL and 1/12th annual leave			

**Surveyors, Trigonometrical Surveyors and Cartographic Surveyors, Various Departments
Agreement No. 2449 of 1982**

Surveyors, Trigonometrical Surveyors and Cartographic Surveyors, Various Departments			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Grade I			
1st year of service	50	46,291	48,143
2nd year of service	56	48,874	50,829
3rd year of service	63	52,385	54,480
4th year of service	70	56,097	58,341
5th year of service and thereafter	76	59,424	61,801
Grade II			
1st year of service	82	63,007	65,527
2nd year of service	86	65,434	68,051
3rd year of service	89	67,468	70,167
4th year of service and thereafter	92	69,431	72,208
Grade III			
1st year of service	97	73,138	76,064
2nd year of service	100	75,411	78,427
3rd year of service	104	78,283	81,414
4th year of service and thereafter	107	80,679	83,906
Grade IV			
1st year of service	112	84,724	88,113
2nd year of service	115	87,211	90,699
3rd year of service and thereafter	117	88,942	92,500
Grade V			
1st year of service	121	92,589	96,293
2nd year of service and thereafter	123	94,413	98,190

Technical Officers (Engineering) Determination No. 803 of 1983

Technical Officers (Engineering)			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Grade 1			
1st year of service	48	45,381	47,196
2nd year of service	51	46,652	48,518
3rd year of service	54	47,945	49,863
4th year of service	56	48,874	50,829
5th year of service	59	50,312	52,324

Grade 2			
1st year of service	64	52,894	55,010
2nd year of service	66	53,969	56,128
3rd year of service	68	54,920	57,117
4th year of service	70	56,097	58,341
Grade 3			
1st year of service and thereafter	77	59,933	62,330
Senior Technical Officer			
Grade 1			
1st year of service	75	58,777	61,128
2nd year of service	77	59,933	62,330
3rd year of service	80	61,779	64,250
Grade 2			
1st year of service	83	63,621	66,166
2nd year of service	86	65,434	68,051
Grade 3	90	68,137	70,862

Technical Surveyors, All Departments Agreement No. 2494 of 1986

Technical Surveyors, All Departments			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Assistant Technical Surveyors			
1st year of service	2	19,322	20,095
2nd year of service	5	22,935	23,852
3rd year of service	7	26,014	27,055
4th year of service	11	31,464	32,723
5th year of service	17	33,910	35,266
6th year of service	20	34,836	36,229
7th year of service	23	36,310	37,762
8th year of service	25	36,969	38,448
9th year of service	28	37,885	39,400
10th year of service	32	39,286	40,857
11th year of service	36	40,710	42,338
12th year of service	40	42,214	43,903
13th year of service	46	44,538	46,320
14th year of service	49	45,848	47,682
15th year of service	52	47,127	49,012
16th year of service	55	48,419	50,356
Officer with HSC at 19 paid not less than	9	29,477	30,656
Technical Surveyor			
Grade 1			
1st year of service	58	49,792	51,784
2nd year of service	61	51,292	53,344
3rd year of service	64	52,894	55,010
4th year of service	67	54,520	56,701
Grade 2			
1st year of service	73	57,732	60,041
2nd year of service	76	59,424	61,801
3rd year of service	80	61,779	64,250
4th year of service	83	63,621	66,166
Grade 3			
1st year of service	88	66,796	69,468
2nd year of service	91	68,794	71,546

**Technician (Security Services), Department of Education and Training, Public Service Board
Determination dated 4 February, 1988**

Technician (Security Services) - Department of Education and Training			
Classification	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Grade 1			
Year 1	59	50,312	52,324
Thereafter	60	50,779	52,810
Grade 2			
Year 1	62	51,776	53,847
Thereafter	63	52,385	54,480
On call allowance	-	190.40	198.00

**Timekeepers and/or Storekeepers, Various Departments (other than State Dockyard) Salaries
Agreement No. 2418 of 1982**

Timekeepers and/or Storekeepers, Various Departments (other than State Dockyard)			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Timekeeper and/or Storekeeper			
Grade I			
1st year of service	34	39,976	41,575
2nd year of service	37	41,099	42,743
Grade II			
1st year of service	39	41,868	43,543
2nd year of service	42	43,024	44,745
Assistant to Supervisory Timekeeper			
On Appointment	43	43,450	45,188
Special Grade			
1st year of service	45	44,199	45,967
2nd year of service	46	44,538	46,320

Tracers, Various Departments Agreement No. 2192 of 1975

Tracers, Various Departments			
Classification and Grades	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
General Scale			
1st year of service or under 17	2	19,322	20,095
2nd year of service or 17	4	21,566	22,429
3rd year of service or 18	6	24,473	25,452
4th year of service or 19	8	27,796	28,908
5th year of service or 20	10	31,177	32,424
6th year of service or 21	17	33,910	35,266
7th year of service	19	34,543	35,925
8th year of service	23	36,310	37,762
9th year of service	25	36,969	38,448
Grade 1			
1st year of service	26	37,268	38,759
2nd year of service	28	37,885	39,400

Grade 2			
1st year of service	31	38,910	40,466
2nd year of service	33	39,605	41,189
Grade 3			
1st year of service	35	40,300	41,912
2nd year of service	37	41,099	42,743
Grade 4			
1st year of service	39	41,868	43,543
2nd year of service	40	42,214	43,903

Visual Aids Officers Agreement No. 1810 of 1971

Department of Education and Training/TAFE			
Classification	Common Salary Point	1.7.06 Per annum \$	1.7.07 Per annum +4% \$
Non-Graduate			
1st year	41	42,688	44,396
2nd year	47	45,007	46,807
3rd year	52	47,127	49,012
4th year	57	49,305	51,277
5th year	62	51,776	53,847
6th year	66	53,969	56,128
7th year	79	55,550	57,772
8th year	71	56,659	58,925
Graduate			
1st year	43	43,450	45,188
2nd year	48	45,381	47,196
3rd year	54	47,945	49,863
4th year	60	50,779	52,810
5th year	66	53,969	56,128
6th year	71	56,659	58,925
7th year	75	58,777	61,128
8th year	79	61,116	63,561
9th year	84	64,182	66,749
Senior Visual Aids Officer			
1st year	81	62,334	64,827
2nd year	85	64,854	67,448
3rd year	89	67,468	70,167
4th year	94	70,913	73,750

M. SCHMIDT J

Printed by the authority of the Industrial Registrar.

PLASTIC MOULDING, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 60 of 2007)

Before Commissioner Ritchie

31 January 2007

VARIATION

1. Delete subclause (ii) of clause 5, Wages, of the award published 2 November 2001 (329 I.G. 83), and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include all the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (a) any equivalent over award payments; and/or
 - (b) award wage increases since 29 May, 1991 other than safety net, State Wage Case and minimum rate adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

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

Adult Employees				
Weekly Rates for Full-time Employees				
Classification	Wage Rate, Payable as of 4 December 2005 \$	2006 State Wage Case Increase \$	Wage Rate, Payable as of 31 January 2007 \$	
Plastics Worker				
Grade 5	578.20	20.00		598.20
Grade 4	544.50	20.00		564.50
Grade 3	523.60	20.00		543.60
Grade 2	501.10	20.00		521.10
Grade 1	484.40	20.00		504.40

Junior Employees				
Weekly Rates for Full-time Employees				
Age	Percentage of Grade 2 %	Wage Rate, Payable as of 4 December 2005 \$	2006 State Wage Case Increase \$	Wage Rate, Payable as of 31 January 2007 \$
Under 16 years of age	36.8	184.40	7.35	191.75
At 16 years of age	47.3	237.00	9.50	246.50
At 17 years of age	57.8	289.65	11.55	301.20
At 18 years of age	68.3	342.25	13.65	355.90
At 19 years of age	82.5	413.40	16.50	429.90
At 20 years of age	97.7	489.55	19.55	509.10

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Allowances, Payable as of 4 December 2005 \$	Allowances, Payable as of 31 January 2007 \$	Payable
1	6(i)	Meal Allowance	9.75	10.05	per meal
2	6(ii)(a)	Leading Hand: 3 to 10 employees	25.40	26.40	per week
3	6(ii)(b)	Leading Hand: 11 to 20 employees	37.75	39.25	per week
4	6(ii)(c)	Leading Hand: more than 20 employees	47.90	49.80	per week
5	6(iii)	First Aid Allowance	11.55	12.00	per week
6	6(iv)(a)	Dirty Work	0.43	0.45	per hour
7	6(iv)(b)(1)	Hot Places: between 46°C and 54°C	0.43	0.45	per hour
8	6(iv)(b)(2)	Hot Places: exceeding 54°C	0.57	0.59	per hour
9	6(iv)(c)	Wet Places	0.43	0.45	per hour
10	6(v)	Motor Allowance	0.57	0.62	per km

3. This variation shall take effect from the first full pay period to commence on or after 31 January 2007.

D.W. RITCHIE, Commissioner

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BUILDING EMPLOYEES MIXED INDUSTRIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 67 of 2007)

Before The Honourable Justice Staunton

24 January 2007

VARIATION

1. Insert after subclause 4.3 of clause 4, Definitions of the award published 16 November 2001 (329 I.G. 577) the following new definition for School Based Apprentices.

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

2. Insert after subclause 27.8 of clause 27 Apprentices, the following new subclause 27.9.

27.9 School Based Apprentices

i. Progression through Wage Structure

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

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

ii. Conversion from a school based to a full time apprenticeship

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

iii. Conditions of Employment

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

(b) The school based apprentice shall be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

- (c) For the purposes of this sub-clause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- (d) The duration of the apprenticeship shall be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed 6 years.

iv. Disputes and Disciplinary Matters

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

v. Rate of Pay for school based apprentice

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

vi. Leave Reserved

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

3. This variation shall take effect from the beginning of the first pay period to commence on or after 24 January 2007.

P.J. STAUNTON J

GLASS MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 67 of 2007)

Before The Honourable Justice Staunton

24 January 2007

VARIATION

1. Insert after subclause (6) of clause 6, Apprentices of the award published 22 June 2001 (325 I.G. 719) the following new subclause:

- (7) School Based Apprentices

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

- i. Progression through Wage Structure

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

- ii. Conversion from a school based to a full time apprenticeship

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

- iii. Conditions of Employment

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

- (a) The school based apprentice shall be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- (b) For the purposes of this sub-clause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.

- (c) The duration of the apprenticeship shall be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed 6 years.

iv. Disputes and Disciplinary Matters

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

v. Rate of Pay for school based apprentice

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

vi. Leave Reserved

Leave is reserved to the parties to apply to amend subclause 6(7) if a Vocational Training Order relevant to the trade of a School based apprentice is amended without the agreement of the award parties.

2. Delete the first sentence in subclause (9) of clause 49 Apprentices, and insert in lieu thereof the following:
 - (9) Each apprentice including school based apprentices shall make application for, and the employer shall provide the following tools:
3. This variation shall take effect from the beginning of the first pay period to commence on or after 24 January 2007.

P.J. STAUNTON *J*

JOINERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 67 of 2007)

Before The Honourable Justice Staunton

24 January 2007

VARIATION

1. Insert after subclause 7.18 of clause 7, Definitions of the award published 26 October 2001 (328 I.G. 1142) the following new definition for School Based Apprentices.

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

2. Insert after subclause 9.5 of clause 9 Rates of Pay, the following new subclause 9.6:

9.6 School Based Apprentices

i. Progression through Wage Structure

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

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

ii. Conversion from a school based to a full time apprenticeship

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

iii. Conditions of Employment

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

(ii) The school based apprentice shall be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

- (iii) For the purposes of this sub-clause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- (iv) The duration of the apprenticeship shall be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed 6 years.

iv. Disputes and Disciplinary Matters

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

v. Rate of Pay for school based apprentice

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

vi. Leave Reserved

Leave is reserved to the parties to apply to amend sub-clause 9.6 if a Vocational Training Order relevant to the trade of a School based apprentice is amended without the agreement of the award parties.

3. Delete the second paragraph in subclause 18.1 of clause 18, Tool Allowance and insert in lieu thereof the following:

Shopfitter and/or joiner apprentices including school based apprentice shall be paid a tool allowance as set out in Item 4 of the said Table 2.

4. Insert after paragraph (b) of subclause 18.2 of clause 18, the following new paragraph:

- (c) The provision of tools under the Federal Government "tools for your trade scheme" shall not constitute the provision of all tools by the employer for the purpose of this clause.

5. This variation shall take effect from the beginning of the first pay period to commence on or after 24 January 2007.

P.J. STAUNTON J

FURNITURE AND FURNISHING TRADES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 67 of 2007)

Before The Honourable Justice Staunton

24 January 2007

VARIATION

1. Insert after subclause 4.13 Translation of clause 4, Definitions of the award published 22 December 2000 (321 I.G. 211) the following new definition for School Based Apprentices.
- 4.14 School based apprentice is as employee who is undertaking an apprenticeship, declared or recognised by the State Training Authority, under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.
2. Insert after paragraph 19.4.4 of clause 19 Weekly Wage Rates the following new subclause 19.4.5:

19.4.5 School Based Apprentices

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

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.
 - iii. Conditions of Employment
 - (a) Except as provided by this award, school based apprentices are entitled to pro-rata entitlements and all other conditions of employment contained in this Award.
 - (b) The school based apprentice shall be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

- (c) For the purposes of this subclause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- (d) The duration of the apprenticeship shall be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed 6 years.

iv. Disputes and Disciplinary Matters

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

v. Rate of Pay for school based apprentice

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

vi. Leave Reserved

Leave is reserved to the parties to apply to amend subclause 19.4.5 if a Vocational Training Order relevant to the trade of a School based apprentice is amended without the agreement of the award parties.

3. This variation shall take effect from the beginning of the first pay period to commence on or after 24 January 2007.

P.J. STAUNTON J

CROWN EMPLOYEES (DOMESTIC SERVICES OFFICERS - DEPARTMENT OF AGRICULTURE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 95 of 2007)

Before Commissioner Murphy

5 February 2007

VARIATION

1. Insert in numerical order in the Arrangement of the award published 21 May 2004 (344 I.G. 596) the following new clause number and subject matter:

6A. School Based Apprentices

2. Insert after clause 6, Definitions/Generic Duties Associated with Domestic Services Officers, the following new clause:

6A. School Based Apprentices

- (a) Definition

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

- (b) Wages

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

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

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

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

- (c) Progression through the Wage Structure

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

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

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

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

(e) Conditions of Employment

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

3. This variation shall take effect on and from the 29 January 2007.

J. P. MURPHY, Commissioner.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by NSW Fire Brigades.

(No. IRC 233 of 2007)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
Mr Deputy President Grayson

26 February 2007

VARIATION

1. Delete the definition "Retainer" in clause 4 Definitions, of the award published 15 July 2005 (352 I.G. 424), and insert in lieu thereof the following:

"Retainer" means the relevant amount set out at Entitlement Codes A, B, C, D, E or F paid per month to employees in accordance with their classification, less:

\$33.00 for employees in respect of whom the Department is making contributions pursuant to subclause 5.9 of the Crown Employees (NSW Fire Brigades Firefighting Staff Death and Disability) Award 2006;
or

\$11.00 for employees in respect of whom the Department is making contributions pursuant to subclause 5.10 of the Crown Employees (NSW Fire Brigades Firefighting Staff Death and Disability) Award 2006.

2. This variation takes effect on and from 26 February 2007.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education and Training.

(No. IRC 98 of 2007)

Before Commissioner Cambridge

7 February 2007

VARIATION

1. Delete clause 5 Wage Sacrifice for Superannuation and Wage/Salary Packaging Arrangements of the award published 17 November 2006 (361 I.G. 811) and insert in lieu thereof the following:

5. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Department to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 7 - Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation of the Crown Employees Wages Staff (Rates of Pay) Award 2005 or any variation to or successor instruments to the said award shall apply.

2. This variation shall operate on and from the first full pay period to commence on or after 29 January 2007.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (HOUSEHOLD STAFF - DEPARTMENT OF
EDUCATION AND TRAINING) WAGES AND CONDITIONS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education and Training.

(No. IRC 99 of 2007)

Before Commissioner Cambridge

7 February 2007

VARIATION

1. Delete clause 4 Wage Sacrifice for Superannuation and Wage/Salary Packaging Arrangements of the award published 22 October 2004 (364 I.G. 961) and insert in lieu thereof the following:

4. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Department to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 7 - Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation of the Crown Employees Wages Staff (Rates of Pay) Award 2005 or any variation to or successor instruments to the said award shall apply.

2. This variation shall operate on and from the first full pay period to commence on or after 29 January 2007.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (SCHOOL ADMINISTRATIVE AND SUPPORT STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education and Training.

(No. IRC 97 of 2007)

Before Commissioner Cambridge

7 February 2007

VARIATION

1. Delete subclause 5.9 of clause 5, Rates of Pay of the award published 27 May 2005 (351 I.G. 374) and insert in lieu thereof the following:
 - 5.9 Salary Packaging Arrangements, including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Department to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2007) Award or any variation or replacement Award.
2. This variation shall operate on and from the first full pay period to commence on or after 29 January 2007.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (GENERAL ASSISTANTS IN SCHOOLS -
DEPARTMENT OF EDUCATION AND TRAINING) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education and Training.

(No. IRC 96 of 2007)

Before Commissioner Cambridge

7 February 2007

VARIATION

1. Delete subclause 5.5 of clause 5, Rates of Pay of the award published 21 May 2004 (344 I.G.562) and insert in lieu thereof the following:
 - 5.5 Salary Packaging Arrangements, including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Department to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2007) Award or any variation or replacement Award.
2. This variation shall operate on and from the first full pay period to commence on or after 29 January 2007.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Department of Ageing, Disability and Home Care.

(No. IRC 84 of 2007)

Before Commissioner Murphy

13 February 2007

VARIATION

1. Insert in clause 1 Arrangement, of the award published 21 October 2005 (354 I.G. 538) the following new clause number and subject matter, and renumber existing clauses 13, 14, and 15 to read as 14, 15 and 16.

13. Average Disability Allowance

2. Delete clause 5, Classification Structure and insert in lieu thereof the following:

5. Classification Structure

- (i) Context:

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

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

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

- (ii) Structure:

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

Pay levels as a percentage of base pay rates are:

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

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

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

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

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

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

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

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

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

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

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

(e) Charge Hand/Supervisor

A Charge Hand/Supervisor is a person appointed to a Charge Hand/Supervisor position by the Department. Charge Hand/Supervisor positions will be created at the discretion of the Department. A Charge Hand/Supervisor will be allocated ongoing responsibility for the activities of one trade and/or the supervision of one or more trades and its associated staff (including contractors) within the Region and/or all the trades activities and trades staff (including contractors) at a nominated location. A Charge Hand/Supervisor can be required to perform the duties of their trade/s at any time. A Charge Hand/Supervisor may also be nominated as Project Leader on any project in addition to their other responsibilities. The Region is to maintain an up-to-date Position Description for each of its Charge Hand/Supervisor positions.

(f) Project Leader

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

(iv) Approved Courses:

For the purpose of this Clause, 'Approved Courses' are TAFE courses and any others that the Department approves. However an Approved Course must relate to the acquisition of new

skills/knowledge by the individual, additional to the base trade, and not simply the modernisation or updating of current work practices or methods. Approved Courses will not include personal OH&S related courses, updated inventory or programmed maintenance systems courses, new computer software etc.

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

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

- (vi) Regular:

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

- (vii) Trades Standard:

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

- (viii) No Double Counting:

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

- (ix) The Department to Decide its Requirements:

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

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

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

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

- (x) Maintaining Standards:

Tradespersons at classification levels 2, 3 and 4 are responsible for maintaining the additional skills/knowledge to a standard equivalent to that of having successfully undertaken a current approved

course/s (or in some cases, the modules thereof they were deemed credited with) in order to continue to be paid the higher classification level.

(xi) Leading Hand Allowance:

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

(xii) Translation:

Within 3 months of the commencement of this Clause, the relevant Regional Director or nominee will determine where each tradesperson should translate into the new classification structure.

This must be done firstly by determining which skills/knowledge, beyond classification level 1 skills/knowledge, are regularly required of the tradesperson and secondly, in relation to each of those, determining whether the relevant approved course has been successfully completed or, alternatively, determining whether the skills/knowledge possessed by the tradesperson is equivalent to skills/knowledge acquired from successfully undertaking the approved course or one or more modules thereof.

The performance of any function reasonably within the scope of employment classification, and/or additional skills performed at less than a trades standard and/or for which payment of an allowance or additional remuneration is already provided is to be discounted.

Where the tradesperson in question is translated to a higher classification in the new structure than his/her classification before the commencement of this Clause, the employee is to be paid the higher rate from the first full pay period to commence on or after the commencement of this Clause.

Where the tradesperson in question is translated to an equivalent or lower classification in the new structure than his/her classification before the commencement of this Clause, the employee is to be maintained in their current classification.

(xiii) Appointment and Progression:

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

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

(xiv) Training:

Trades staff are to meet the costs of training associated with the additional skills/knowledge referred to in this Clause and attend that training in their own time. Study Leave provisions apply. Where the Department directs the employee undertake training, any such training outside of paid work time will be paid for at the ordinary hourly base rate.

(xv) Disputes:

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

3. Delete the figure (\$5.80) in paragraph (a) of subclause (ii) of clause 12 Work at Alternative Worksite.
4. Insert after clause 12, Work at Alternative Worksite, the following new clause:

13. Average Disability Allowance

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

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

- (ii) Some or all of these above allowances may be the subject of a mutual agreement between individual trades staff and the Region (in writing) to pay the individual an Average Disability Allowance (ADA) amount. The process of reaching agreement involves:
 - the staff member and Department agreeing on how many occasions each type of allowance would be claimed by the staff member on average per fortnight of work, then,
 - Calculating the total dollar (\$) value of all those allowances and dividing that amount by 10 to obtain an ADA amount, then,
 - Recording the above information on a suitable information sheet and retaining it attached to a signed and dated agreement (and retaining both as for wages records).
- (iii) The agreed ADA amount is to be paid fortnightly with wages for each on-duty day within each pay period. A day of leave is not an on-duty day. For example, if the staff member takes four recreation leave days and works the other days in the fortnight, he/she would be paid the ADA amount x 6 in his/her pay.
- (iv) Where such an agreement is reached, the payment of the ADA in accordance with subclause (iii) to an individual will be in full satisfaction of any claims to the specified allowances that might be brought.
- (v) The ADA amount for each individual trades staff will be derived once per year and, for new employees, after three months of employment and annually thereafter.
- (vi) The ADA amount will be automatically increased under the agreement in the same percentage and with the same effective date as for increases to the corresponding Award disability allowances.

(vii) Neither party should unreasonably refuse to agree on a fair ADA amount. Either party to the agreement can seek a review of the ADA amount in between annual reviews if there is a substantial change to the pattern of work of the staff member.

5. Delete clause 15 Leave Reserved (renumbered from 14) and insert in lieu thereof the following:

15. Leave Reserved

Up to and including 30 June 2008, leave is reserved for any of the parties to make applications in respect of this Award in terms that have been agreed by all the parties to it only.

6. Delete clause 16, No Extra Claims (renumbered from 15.) and insert in lieu thereof the following:

16. No Extra Claims

Up to and including 30 June 2008, no wages or other claims may be made, except where agreed by the parties.

7. Delete Part B Rates of Wages and Allowances, and insert in lieu thereof the following:

PART B

RATE OF WAGES AND ALLOWANCES

Salary and Allowance ID Codes	Classification, Wages and Allowances	1st full pay on or after 1/07/04 (4%)	1st full pay on or after 1/07/05 (4%)	1st full pay on or after 1/07/06 (4%)	1st full pay on or after 1/07/07 (4%)
	Wages (excluding Apprentices)	\$ per annum	\$ per annum	\$ per annum	\$ per annum
G51	Bricklayer Level 1	39,399	40,975	42,614	44,318
G41	Bricklayer Level 2 (calculate 105% of Level 1)	41,369	43,024	44,745	46,534
G52	Carpenter and/or Joiner Level 1	39,399	40,975	42,614	44,318
G44	Carpenter and/or Joiner Level 2 (calculate 105% of Level 1)	41,369	43,024	44,745	46,534
G53	Painter Level 1	39,399	40,975	42,614	44,318
G47	Painter Level 2 (calculate 105% of Level 1)	41,369	43,024	44,745	46,534
G48	Painter Level 3 (calculate 110% of Level 1)	43,339	45,072	46,875	48,750
G54	Plumber and/or Gasfitter Level 1	39,773	41,364	43,018	44,739
G4A	Plumber and/or Gasfitter Level 2 (calculate 105% of Level 1)	41,761	43,431	45,169	46,975
G43	Plumber and/or Gasfitter Level 3 (calculate 110% of Level 1)	43,750	45,500	47,320	49,213
G56	Electrical Fitter Level 1	41,876	43,551	45,293	47,105
G4D	Electrical Fitter Level 2 (calculate 105% of Level 1)	43,969	45,728	47,557	49,459
G57	Plant Electrician Level 1	44,077	45,840	47,674	49,581
G4G	Plant Electrician Level 2 (calculate 105% of Level 1)	46,281	48,132	50,057	52,060
G58	Fitter Level 1	39,399	40,975	42,614	44,318
G4J	Fitter Level 2 (calculate 105% of Level 1)	41,369	43,024	44,745	46,534
G5C	Charge Hand Project Level 1	50,207	52,215	54,304	N/A
G4M	Charge Hand Project Level 2 (calculate 105% of Level 1)	52,717	54,826	57,019	N/A
G5D	Motor Mechanic Level 1	39,399	40,975	42,614	44,318

G4P	Motor Mechanic Level 2 (calculate 105% of Level 1)	41,369	43,024	44,745	46,534
G5F	Charge Hand/Supervisor Level 1 Charge/Supervisor or Project Leader	52,589 N/A	54,692 N/A	56,880 57,019	N/A 59,299
	Leading Hand Allowance	\$ per annum	\$ per annum	\$ per annum	\$ per annum
196	Leading Hand 1 to 5	1,833	1,906	1,982	2,062
197	Leading Hand 6 to 10	2,349	2,442	2,541	2,642
198	Leading Hand > 10	3,070	3,193	3,321	3,453
194	Mental Institutions Allowance	N/A	N/A	N/A	N/A
203	Tradesmen's Tool Allowance - Electrical classifications only (also apply to Apprentices). These are the only tool allowances increased as for wages.	\$ per week	\$ per week	\$ per week	\$ per week
TS18	Electrical Fitter/Electrical Mechanic/Plant Electrician	13.31	13.84	14.40	
	Tradesmen's Licence Allowance	\$ per annum	\$ per annum	\$ per annum	\$ per annum
347	Plumber	1,808	1,880	1,955	2,034
347	Gasfitter	1,808	1,880	1,955	2,034
350	Drainer	2,378	2,473	2,572	2,675
350	Plumber and/or Gasfitter	2,378	2,473	2,572	2,675
350	Gasfitter and/or Drainer	2,378	2,473	2,572	2,675
350	Plumber and/or Drainer	2,378	2,473	2,572	2,675
352	Plumber/Gasfitter/Drainer	3,231	3,360	3,495	3,634
354	Drainer (Licensed)	1,500	1,560	1,622	1,687
357	Electrician	1,772	1,843	1,916	1,993
	Tradesmen's Registration Allowance Plumber				
205	Computing Quantities	1,344	1,398	1,454	1,512
366	Computing Quantities	1,056	1,098	1,142	1,188
307	Certificate Allowances Boiler Attendants Certificate Allowance	\$ per instance 5.20	\$ per instance 5.41	\$ per instance 5.62	\$ per instance 5.85
308	Thermostatic Mixing Valve Certificate Allowance	\$ per annum 957	\$ per annum 995	\$ per annum 1,035	\$ per annum 1,076
	Apprentice Trades	\$ per annum	\$ per annum	\$ per annum	\$ per annum
	1st Year	18,216	18,945	19,702	20,490
	2nd Year	23,304	24,236	25,205	26,214
	3rd Year	29,481	30,660	31,886	33,162
	4th Year	33,448	34,786	36,177	37,624
	Examination Allowance				
	1st Year	63.44	65.98	68.62	71.36
	2nd Year	126.98	132.06	137.34	142.83
	3rd Year	190.32	197.93	205.85	214.08
370	Industry Allowance	1,121.10	1,165.90	1,212.50	1,261.00

	Mobility Allowance	\$ per hour N/A	\$ per hour N/A	\$ per hour 1/7/06 \$6.00	\$ per hour 1/7/07 \$6.24
177	Welding Allowance	0.18	0.19	0.20	0.21
178	Bricklaying > 18 kg	1.53	1.59	1.65	1.72
179	Confined Spaces	0.69	0.72	0.75	0.78
180	Height Money	0.56	0.58	0.60	0.63
181	Hot Places	0.69	0.72	0.75	0.78
182	Insulation	0.69	0.72	0.75	0.78
183	Asbestos Eradication/Airborne Lead	1.86	1.93	2.01	2.09
184	Smoke Boxes A	0.37	0.38	0.40	0.42
185	Wet Places	0.56	0.58	0.60	0.63
186	Acid Furnaces, Stills	2.81	2.92	3.04	3.16
187	Smoke Boxes B	1.38	1.43	1.49	1.55
188	Clean down bricks	0.51	0.53	0.55	0.57
189	Spray Application	0.56	0.58	0.60	0.63
190	Roof Work	0.69	0.71	0.75	0.78
191	Explosive Power Tools	1.31	1.36	1.42	1.47
193	Dirty Work	0.56	0.58	0.60	0.63
194	Mental Institutions Allowance	N/A	N/A	N/A	N/A
214	Applying Obnoxious Substances	0.69	0.71	0.75	0.78
289	Legionella	2.57	2.67	2.78	2.89
171	Fouled Equipment	\$ per day 6.45	\$ per day 6.71	\$ per day 6.98	\$ per day 7.25
176	Pneumatic Tool Operation	3.02	3.14	3.27	3.40
	Relief Daily Licence Allowances				
207	Plumber/Drainer/Gasfitter Licence Gasfitter	12.45	12.95	13.46	14.00
208	Drainer	6.77	7.04	7.32	7.61
209	Gasfitter/Drainer	5.68	5.91	6.14	6.39
210	Computer Quantities	9.01	9.37	9.74	10.13
212	Plumber/Drainer/Gasfitter	4.02	4.18	4.35	4.52
287	Registration Certificate	5.16	5.37	5.58	5.81
152	Chokages	\$ per instance 6.40	\$ per instance 6.70	\$ per instance 7.00	\$ per instance 7.30
	Trademens' Tool Allowances (excluding electrical classifications). These allowances are varied in line with the Crown Employees Skilled Trades Award, pursuant to applications to vary to give effect to cost-of-living increases, and also apply to Apprentices.	\$ per week as at ffpptcoa 11/9/04	\$ per week as at ffpptcoa 11/9/05	\$ per week as at ffpptcoa 11/9/06	
333	Bricklayer Carpenter and/or Joiner/Fitter/Motor Mechanic	16.00 22.70	16.40 23.30		
330					
331	Painter	5.50	5.60		
330	Plumber and/or Gasfitter/and or Drainer	22.70	23.30		

8. Delete the Memorandum of Understanding at Annexure 1.

9. This variation shall take effect from the first full pay period to commence on or after 13 February 2007.

J. P. MURPHY, Commissioner.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (TEACHERS IN SCHOOLS AND RELATED EMPLOYEES) SALARIES AND CONDITIONS AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, Industrial Organisation of Employees.

(No. IRC 1332 of 2006)

Before The Honourable Justice Wright, President

30 May 2006

VARIATION

1. Insert in alphabetical order clause 1, Arrangement, of the award published 30 June 2006 (359 I.G. 1114), the following new clause and subject matter and renumber the existing clause 36, Area, Incidence and Duration to read as clause 37:

36. Occupational Health & Safety

2. Renumber clause 36, Area, Incidence and Duration, to read as clause 37 and insert the following new clause 36:

36. Occupational Health & Safety

- 36.1 For the purposes of this clause, the following definitions shall apply:

36.1.1 A "labour hire business" is a businesses (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

36.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- 36.2 If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):

36.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

36.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely.

36.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

36.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

- 36.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
3. This variation is to take effect on and from 30 May 2006.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (SATURDAY SCHOOL OF COMMUNITY LANGUAGES) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, Industrial Organisation of Employees.

(No. IRC 1327 of 2006)

Before The Honourable Justice Wright, President

30 May 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement, of the award published 16 June 2006 (359 I.G. 735), the following new clause and subject matter and renumber the existing clause 18, Area, Incidence and Duration to read as clause 19:

18. Occupational Health & Safety

2. Renumber clause 18, Area, Incidence and Duration, to read as clause 19 and insert the following new clause 18:

18. Occupational Health & Safety

- 18.1 For the purposes of this clause, the following definitions shall apply:

18.1.1 A "labour hire business" is a businesses (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.

18.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- 18.2 If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):

18.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

18.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely.

18.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

18.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

- 18.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
3. This variation is to take effect on and from 30 May 2006.

F. L. WRIGHT J , *President*

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**CROWN EMPLOYEES (NATIONAL ART SCHOOL, ACADEMIC
STAFF) SALARIES AND CONDITIONS AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4654 published 2 June 2006

(359 I.G. 474)

CORRECTION

1. For the matter number "(No. IRC 1047 of 2006)", appearing in the award header, substitute the following:

(Nos. IRC 1047 and 1341 of 2006)

G. M. GRIMSON *Industrial Registrar.*

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**CROWN EMPLOYEES NSW ADULT MIGRANT ENGLISH SERVICE
(TEACHERS AND RELATED EMPLOYEES) AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4561 published 19 May 2006

(359 I.G. 169)

CORRECTION

1. For the matter number "(No. IRC 1048 of 2006)", appearing in the award header, substitute the following:

(Nos. IRC 1048 and 1325 of 2006)
2. For the subclause reference "254.4" appearing in clause 25, Anti-Discrimination, substitute "25.4.4".
3. For the subclause references "31.1", "31.2", "31.3" appearing in clause 32, Area, Incidence and Duration, substitute "32.1", "32.2", "32.3", respectively.

G. M. GRIMSON *Industrial Registrar.*

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