



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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NEW SOUTH WALES

INDUSTRIAL GAZETTE

Printed by the authority of the Industrial Registrar

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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[†]These Presidential members are also Judicial members of the Industrial Relations Commission of New South Wales in Court Session, established as a superior court of record pursuant to section 152 of the *Industrial Relations Act* 1996.

INDUSTRIAL REGISTRAR

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DEPUTY INDUSTRIAL REGISTRAR

Mr A. G. MUSGRAVE

(218)

SERIAL C0584**SECURITY INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notice of award review pursuant to section 19 of the *Industrial Relations Act 1996*.

(No. IRC 6082 of 1999)

Before the Honourable Justice Kavanagh

1 June 2001

REVIEWED AWARD**PART A****1. TITLE**

This Award shall be known as the Security Industry (State) Award.

2. ARRANGEMENT

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Previous Awards Superseded
4.	Term of Operation
5.	Outstanding Matters
6.	Definitions
7.	Contract of Employment
8.	Wages
9.	No Extra Claims
10.	Transitional Arrangements
11.	Mixed Functions
12.	Additional Rates
13.	Payment of Wages
14.	Ordinary Time Hours of Work
15.	Broken Ordinary Time Shifts
16.	Implementation of 38-Hour Week
17.	Paid Rostered Days Off Duty
18.	Rosters and Transfer of Employees
19.	Span Loadings - Ordinary Time Work
20.	Overtime
21.	Call Back
22.	Public Holidays
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24.	Long Service Leave
25.	Sick Leave
26.	Family Leave
27.	Compassionate Leave
28.	Parental Leave
29.	Jury Service
30.	Attendance at Repatriation Centres
31.	General Conditions
32.	Enterprise Arrangements
33.	Introduction of Change
34.	Redundancy
35.	Disputes Procedure

- 36. Anti-Discrimination
- 37. Appendix A
- 38. Appendix B
- 39. Appendix C
- 40. Appendix D
- 41. Appendix E
- 42. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay Per 38-Hour Week

Table 2 - Other Rates and Allowances

3. PREVIOUS AWARDS SUPERSEDED

This Award shall supersede all previous Awards or orders relating to the employment within its scope of all employees whether or not members of the Australian Liquor, Hospitality and Miscellaneous Workers Union, but no right, obligation or liability accrued or incurred under any such previous Award or order shall be affected hereby.

4. TERM OF OPERATION

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and replaces the Security Industry (State) Award published 5 June 1992 (269 I.G. 1314) as varied. The award published 5 June 1992 took effect from the beginning of the first pay period to commence on or after 19 August 1991.

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

5. OUTSTANDING MATTERS

It is agreed between the parties to this Award that the Union may apply to re-open the Award with respect to the following outstanding matters:

- 5.1 The classification level and rate of pay for -
 - 5.1.1 A Security Officer whose predominant task is providing an escort to a nother person/s carrying cash or valuables.
 - 5.1.2 A Security Officer whose predominant task is the carrying of cash or valuables.
 - 5.1.3 Security work at an airport.
- 5.2 The appropriate allowance where the employer requires the Security Officer to use their own dog in the course of their duties.
- 5.3 The payment, hours of work and working arrangements for part-time and casual workers.

6. DEFINITIONS

6.1 Classification Structure

6.1.1 "Security Officer Grade 1" means a person employed in one or more of the following capacities:

- 6.1.1.1 to watch, guard or protect persons and/or premises and/or property;
- 6.1.1.2 to respond to basic fire/security alarms at their designated site/post;
- 6.1.1.3 as an employee stationed at an entrance and/or exit whose principal duties shall

include the control of movement of persons, vehicles, goods and/or property coming out of or going into and/or moving within premises or property, including vehicles carrying goods of any description to ensure that the quantity and description of such goods in accordance with the requirements of the relevant documents and/or gate pass and who also may have other duties to perform and shall include an area or door attendant or commissionaire in a commercial building;

6.1.1.4 to carry out crowd control duties,

provided that, a Security Officer Grade 1 may use electronic equipment such as hand held scanners or simple closed circuit television systems and may be required to utilise basic keyboard skills in the performance of their duties and may also provide escort for a person or persons carrying cash provided it is incidental to other Grade 1 duties, and may perform incidental duties which need not be of a security nature.

6.1.2 "Security Officer Grade 2" means either:

6.1.2.1 An employee who is performing the duties of securing, watching, guarding and/or protecting, or cash collection and/or delivering as part of their duties, as directed, including responses to alarm signals and attendances and at minor non-technical servicing of automatic teller machines, and is required to patrol in a vehicle two or more separate establishments or sites; or

6.1.2.2 an employee who monitors and acts upon electronic intrusion detection or access control equipment terminating in a visual display unit or computerised print out and may be required to perform the duties of a Security Officer Grade 1; or

6.1.2.3 an employee who is required to monitor and act upon walk through electro-magnetic detectors; and/or monitor, interpret and act upon screen images using X-ray imaging equipment; or

6.1.2.4 an employee required by the employer to control a dog used to assist the Security Officer to carry out the duties of watching, guarding or protecting persons and/or premises and/or property.

6.1.3 "Security Officer Grade 3" means a person who in addition to performing the duties defined in Clause 6.1.2.2), monitors and acts upon intelligent building management systems terminating at a visual display unit or computerised print-out that has the capacity for and requires data input from the security officer.

6.1.4 "Security Officer Grade 4" means a person employed substantially in a security and/or data input and/or a monitoring function within a central station and principally occupied in one or more of the following duties: Monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind; co-ordinating, checking or recording the activities of Security Officers Grade 1, 2 or 3; operating or monitoring any medium of verbal communication.

6.1.5 "Security Officer Grade 5" means a person who, whilst in charge of a shift of one or more Security Officers Grade 4, which may include leading hands, carries out co-ordinating duties in addition to the normal duties of such a Grade 4 Security Officer. A person in receipt of the rate applying to this classification shall not be entitled to a leading hand allowance as provided in this Award.

6.2 EMPLOYEE STATUS

6.2.1 "Relieving Security Officer" means a permanent employee who is engaged primarily for the purpose of relieving at short notice any other rostered security officer of the employer and for

whom a display of roster is not required and for whom only 24 hours notice of change of shift shall be given where practicable.

- 6.2.2 "Seven-day Shift Worker" means an employee who is regularly rostered by their employer to work ordinary hours on Saturdays and/or Sundays.
- 6.2.3 "Five-day Shift Worker" means a person engaged to work shifts of ordinary time hours between 2200 Sunday and 2400 Friday, inclusive. Such employee may only be requested to work public holidays as provided under clause 22, Public Holidays.
- 6.2.4 "Permanent Employee" means a full-time or part-time employee engaged on an ongoing basis and paid by the week or fortnight, as the case may be.
- 6.2.5 "Full-time Employee" means a permanent employee engaged to work an average of 38 hours per week.
- 6.2.6 "Part-time Employee" means a permanent employee who is employed to work regularly a minimum of 20 ordinary hours and less than 38 ordinary hours per week.
- 6.2.7 "Broken-shift Employee" means a full-time or part-time employee who is engaged to work ordinary time shifts which may include an unpaid break period, in accordance with the provisions of clause 15, Broken Ordinary Time Shifts.
- 6.2.8 "Casual Employee" means an employee engaged and paid as such but shall not include an employee working an average of 38 ordinary hours or more per week.

6.3 TIME PERIODS

- 6.3.1 "One Hour Pay" means 1/38th of the weekly ordinary time rate provided for the employee's classification under Table 1 - Rates of Pay Per 38-Hour Week, of Part B.
- 6.3.2 "Day" means the period from midnight to midnight (0000 to 2400).
- 6.3.3 "Week" means the period between 0000 on a Monday and 2400 on the following Sunday.
- 6.3.4 "Weekday" means a 24 hour period commencing at 0000 and falling between 0000 on Monday and 2400 on Friday.
- 6.3.5 "Ordinary Time Shift" means the whole period between the commencement and cessation of a period of ordinary time work, including any paid crib break/s and, in the case of broken-shift employees, including the unpaid break between the first part of a broken-shift and the second part of that broken-shift.
- 6.3.6 "Day Span" means any part of an ordinary time shift which is worked during the period between 0600 and 1800 on any weekday between 0000 on Monday and 2400 on Friday (excluding any hours worked on a public holiday), irrespective of whether or not the said ordinary time shift commences before or ends after the specified span period.
- 6.3.7 "Night Span" means any part of an ordinary time shift which is worked during the period before 0600 and/or the period after 1800, on any weekday between 0000 on Monday and 2400 on Friday (excluding any hours worked on a public holiday), irrespective of whether or not the said ordinary time shift commences before or ends after the specified span period.
- 6.3.8 "Saturday Span" means any part of an ordinary time shift which is worked during the 24 hour period between 0000 and 2400 on a Saturday, irrespective of whether or not the said ordinary time shift commences before or ends after the specified span period.
- 6.3.9 "Sunday Span" means any part of an ordinary time shift which is worked during the 24 hour

period between 0000 and 2400 on a Sunday, irrespective of whether or not the said ordinary time shift commences before or ends after the specified span period.

6.3.10 "Weekend Span" means any part of an ordinary time shift which is worked during the 48 hour period between 0000 on Saturday and 2400 on Sunday, irrespective of whether or not the said ordinary time shift commences before or ends after the specified span period.

6.3.11 "Public Holiday Span" means any part of an ordinary time shift which is worked during the 24 hour period between 0000 at the start of a public holiday and 2400 at the end of that same public holiday, irrespective of whether or not the said ordinary time shift commences before or ends after the specified span period.

6.3.12 Permanent Night Work" means any work performed during a night span (as defined) over the whole period of a roster cycle in which more than two thirds of the employees total ordinary shifts include ordinary hours between 0000 and 0600, on any day of the week, provided further that in the case of a Relieving Officer (as defined) the roster cycle for the purposes of this subclause shall be deemed to be a complete pay period.

6.4 OTHER DEFINITIONS

6.4.1 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union.

6.4.2 "Mixed Enterprise" means an employer's enterprise carried on for the principal purpose of the production treatment, distribution, or provision of articles, goods, merchandise, materials and services, and which enterprise employs categories of labour provided for by this Award as an incidental or ancillary function of their business or enterprise.

7. CONTRACT OF EMPLOYMENT

7.1 ENGAGEMENT

7.1.1 Employee Status: Employees under this Award shall be engaged as either permanent (full-time or part-time) or casual employees.

7.1.2 Probationary Period

7.1.2.1 Employees engaged as permanent employees without any previous service with the employer may be engaged for a probationary period of up to three months. During the first four weeks of employment such employees may be terminated with one hour's notice. Provided that the employer and employee may agree in writing to reduce or exclude altogether the probationary period.

7.1.2.2 Casual employees who are subsequently engaged as permanent employees may be terminated with one hour's notice during the first two weeks of such permanent employment only.

7.2 TERMINATION OF EMPLOYMENT

7.2.1 Full-time and part-time permanent employees - Termination by the Employer:

7.2.1.1 An employee may be summarily dismissed for serious misconduct, being conduct by the employee of such a nature as would constitute a repudiation by the employee of his or her contract of employment, including but not limited to: sleeping on duty; being under the influence of alcohol or taking illegal drugs whilst on duty; leaving a post unattended without proper authorisation provided the employee has not been at the post in excess of 14 hours. In such cases the employer shall be liable for payment up to the time of dismissal only.

7.2.1.2 Except as provided in paragraphs 7.1.2.1, 7.1.2.2 and 7.2.1.1, and/or except to the

extent that more beneficial provisions apply under clause 34, Redundancy, an employer will give the following notice of termination to permanent employees:

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

Provided that where an employee has had greater than two years' continuous service with the employer and is over 45 years of age an additional one week's notice will be provided.

7.2.1.3 Payment may be made in lieu of all or part of the notice prescribed in paragraph 7.2.1.2. above.

7.2.2 Termination of Employment by a Permanent Employee: Where a permanent employee terminates his/her employment at his/her own discretion, the employee is required to provide the employer with one week's notice of termination and such notice will be confirmed in writing at the earliest opportunity. Where notice is not given one week's pay may be forfeited.

7.2.3 Casual Employees: The employment of a casual employee may be terminated by one hour's notice on either side.

7.2.4 Certificate of Service: On the termination of employment the employer shall, at the request of the employee, give such employee a statement signed by the employer stating the period of employment, the class of work employed upon, and when the employment terminated.

7.2.5 Return of Equipment: On the termination of employment, an employee shall return to the employer all uniforms, identity cards, vehicles, firearms, keys and all other items issued to employees. Where an employee fails to return any uniform, protective clothing or other items issued, the employer may deduct the monetary value of such uniform, clothing or other items from the employee's termination pay. Such deduction shall only occur where prior authorisation in writing has been given by the said employee. Where the employer so requests an employee shall sign such written authority upon engagement. Existing employees may be required to sign such an authority upon receipt of the next issue of uniform/clothing or other items.

7.3 OTHER CONTRACT OF EMPLOYMENT MATTERS

7.3.1 Use of Available Skills: 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 function.

7.3.2 Duty of Care: Employees owe a duty of care to the employer for all uniforms, protective clothing and equipment supplied to the employee during the course of duty. If the employee damages or loses the issue wilfully or negligently the employer may require the employee to reimburse the employer for such damage or loss.

7.3.3 Pro-rata Payment for Part-time Employees: An employee engaged on a part-time basis shall be entitled to payments in respect to all leave and public holidays, on a proportionate basis subject to the relevant provisions of this Award.

7.3.4 Consultative Mechanism: At each enterprise there shall be established a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

7.3.5 Travelling Expenses: When an employee is sent to work from an employer's recognised place of business the employer shall pay all travelling time from such place of business to the job, and if the employee is required to return the same day to the employer's place of business, the employer

shall pay travelling time to the place of business. An employee sent for duty to a place other than the regular place of duty or required by the employer to attend a court of inquiry in connection with employment shall be paid reasonable authorised expenses.

7.3.6 Uniforms: Where an employer requires a uniform or part of a uniform to be worn by an employee then such uniform or part thereof shall be supplied by the employer at no cost to the employee. Employees will be required to provide their own black shoes.

7.3.7 Licensing: All employees engaged under this Award are requested to hold a relevant licence in accordance with the *Security Industry Protection Act 1997* (the Act). The rates of pay contained in Part B, Table 1 of this Award are inclusive of skills acquired in accordance with the provisions of the Act.

8. WAGES

8.1 PERMANENT EMPLOYEES: The minimum rate of pay for each classification shall be as set out in Table 1 - Rates of Pay Per 38-Hour Week, of Part B.

8.2 CASUAL EMPLOYEES:

8.2.1 A casual employee for working ordinary time shall be paid 1/38th of the Award wage prescribed by this Award for the class of work performed plus 15 per cent (calculated to the nearest whole cent).

8.2.2 In addition to the ordinary hourly rate prescribed at paragraph 8.2.1 herein, span penalties and overtime penalties shall be paid where appropriate.

8.2.3 In addition to the ordinary hourly rate prescribed in paragraph 8.2.1 herein a casual employee shall be entitled to 1/12th of the ordinary hourly rate as entitlement to pro-rata annual leave and shall be paid such an amount at the same time as prescribed for the payment of wages in clause 13, Payment of Wages, provided that time shall be no later than on a weekly or fortnightly basis (dependent upon the employers pay period).

8.3 PART-TIME EMPLOYEES

8.3.1 A part-time employee for working ordinary time shall be paid per hour 1/38th of the weekly rate prescribed by subclause 8.1 of this clause for the classification in which the employee is engaged (calculated to the nearest whole cent), together with such span penalties and/or overtime penalties as may be applicable to the work performed.

9. NO EXTRA CLAIMS

It is a term of this Award that the Union undertakes not to pursue any extra claims in the Award, except when consistent with test case decisions of the Industrial Relations Commission of New South Wales.

10. TRANSITIONAL ARRANGEMENTS

10.1 No permanent employee employed as at 27 August 1990 shall suffer a reduction in his or her current entitlement to sick leave (i.e. a maximum of 90 hours per year) as a result of the introduction of this Award.

10.2 No existing permanent employee employed as at 18 September 1998 shall be required to work broken shifts without the agreement of the employee concerned.

11. MIXED FUNCTIONS

An employee engaged for at least two hours on any day or shift on duties carrying a higher rate than the employees ordinary classification shall be paid the higher rate for such day or shift; provided that where an employee is engaged for less than two hours on any one day or shift the employee shall be paid the higher rate

for the time so worked. Any employee who is required to perform work temporarily for which a lower rate is paid, shall not suffer any reduction in wages whilst so employed; provided that any work of less than one week's duration shall be deemed to be temporary.

12. ADDITIONAL RATES

12.1 **Leading Hands:** Employees placed in charge of other employees shall be paid, in addition to their ordinary wages, the rates as set in Items 1 to 5 of Table 2 - Other Rates and Allowances, of Part B, plus an additional amount per week as set in Item 6 of Table 2 for each employee exceeding 20. Provided that where the employee concerned is a casual employee then such employee shall be paid an additional amount for each shift worked equal to 1/5th of the amount as set out in Items 1 to 6 of Table 2.

12.2 **Relieving Officers:** Notwithstanding any other provision of this Award, where a permanent employee and an employer are in agreement, the employee may be appointed a Relieving Officer by the employer and shall be paid an additional amount per week as set in Item 7 of Table 2 for each week of employment. The said amount shall not be in substitution for any span, weekend or public holiday penalties nor in substitution for any overtime payment.

12.3 **FIRST aid allowance:** An employee who is required to hold an industrial qualification as a first-aid attendant and who is appointed by the employer to carry out the duties of a first-aid attendant shall be paid an additional amount per week as set out in Item 8 of Table 2.

Provided that where the employee concerned is a casual employee then such employee shall be paid an additional amount for each shift worked equal to 1/5th of the amount as set out in Item 8 of Table 2.

12.4 **Gun Allowance:** Where an employee is required by the employer to carry a firearm such employee shall be paid an additional amount per shift as set out in Item 9 of Table 2.

12.5 **Locomotion:** Where an employee is required by the employer to use a motor cycle or other motor vehicle it shall be provided and shall be maintained by the employer or if supplied by the employee then such employee shall be reimbursed for each shift worked an amount as set out in Item 10 of Table 2 plus the cost of fuel used on the employer's business. An employee providing a bicycle for use in the employer's business shall be paid for each shift worked an amount as set out in Item 11 of Table 2.

12.6 **Meal Allowance:** An employee required to work in excess of one hour after completion of the employee's ordinary shift without being notified before the completion of the previous day or shift shall be paid a meal allowance as set out in Item 12 of Table 2. A further meal allowance as set out in Item 12 of Table 2 shall be paid on the completion of each additional four hours' overtime worked.

12.7 **Fares Allowance:** Where an employee is required by the employer to work a broken shift (as defined) then the employee shall be paid an additional amount for each such broken shift worked as set out in Item 13 of Table 2.

12.8 **Overnight Expenses:** Where a Security Officer is required, in the course of his/her work, to hen such wages become due and shall not be later than Thursday in the week. An employer may pay in cash or by cheque or electronic funds transfer; provided that payment other than in cash shall not remove the obligation to pay as prescribed by this clause.

13. PAYMENT OF WAGES

13.1 **PAY PERIOD:** The employer shall pay wages and other moneys to employees either weekly or fortnightly, depending on the employer's pay period and the time of payment shall not be more than 72 hours from the time when such wages become due and shall not be later than Thursday in the week. An employer may pay in cash or by cheque or electronic funds transfer; provided that payment other than in cash shall not remove the obligation to pay as prescribed by this clause.

13.2 **Pay Day:** The employer shall specify the day upon which wages shall be paid, in accordance with

subclause 13.1 above, and any employee who is not paid on such day shall be paid overtime rates for all time subsequently worked until payment is made. Provided further that where an employee is normally paid on the job or at the work side and such employee is rostered off duty on a day which coincides with pay day then such employee shall be paid no later than the working day immediately following pay day.

- 13.3 **Payment of Casual Employees:** An employer may pay wages to casual employees at the time and place specified for permanent employees, that is on a weekly or fortnightly basis depending on the employer's pay period.
- 13.4 **Errors in Payment:** Should a pay be miscalculated or incorrectly shown on a pay slip, the right to claim waiting time shall be waived provided that the employee has been paid the ordinary base rate of pay and provided further that such underpayment or error is corrected within 48 hours of notification by the employee to the pay office of the employer concerned. Where such underpayment or error is not corrected within 48 hours then waiting time as provided by subclause 13.2 shall apply. For the purpose of this subclause, "forth-eight hours" shall mean hours which fall Monday to Friday inclusive.
- 13.5 **Averaging of Hours Worked Across Roster Cycles:** An employee who works normal hours according to a roster under which the number of hours worked in any particular pay period during the roster cycle are more or less than the average number of hours worked during all pay periods covered by the roster shall be paid according to a weekly average of ordinary hours worked over the whole period of the roster cycle.
- 13.6 **Payment for Hours Actually Worked:** In lieu of the averaging system prescribed in this subclause an employer may, with the consent of the employee concerned, elect to pay that employee for the actual time worked in each pay period; provided further that an employee once having given consent to payment for hours worked cannot thereafter withdraw that consent.
- 13.7 **Time and Wages Records:**
 - 13.7.1 Each employer shall keep a record or system from which can be readily ascertained the name and occupation of each employee, the hours worked each day (including the commencing and finishing time of each shift worked), and the wages and entitlements paid each pay period.
 - 13.7.2 The time occupied by an employee in filling in any time record or cards or in the making of records shall be treated as time of duty, but this does not apply to checking in or out when entering or leaving the employer's premises.
 - 13.7.3 The time and wages record shall be open for inspection to a duly accredited union official in accordance with section 298 of the *Industrial Relations Act* 1996, during the usual office hours at the employer's office. Provided that an inspection shall not be demanded unless a branch official suspects that a breach of this Award has been committed. Provided also that only one demand for such inspection shall be made in one fortnight at the same establishment.
 - 13.7.4 The official making such inspection shall be entitled to take a copy of entries in a time and wages record relating to a suspended breach of this Award.

14. ORDINARY TIME HOURS OF WORK

- 14.1 **ROSTER CYCLES:** Subject to clause 16, Implementation of 38-Hour Week, and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following basis':
 - 14.1.1 76 hours within a roster cycle not exceeding 14 consecutive days;
 - 14.1.2 114 hours within a roster cycle not exceeding 21 consecutive days;

14.1.3 152 hours within a roster cycle not exceeding 28 consecutive days;

14.1.4 304 hours within a roster cycle not exceeding 56 consecutive days.

The ordinary hours prescribed by this subclause shall be worked in shifts of no more than ten consecutive hours with not more than one shift in any period of 24 hours. Provided further that a new employee (other than a casual employee) on engagement may work up to three shifts as part of an initial training period. Such shifts shall be paid for at the appropriate rate of pay prescribed by this Award but shall not form part of the normal roster cycle provided for in this subclause. The normal roster cycle shall commence on the fourth shift.

14.2 Shift Duration: Except as provided under subclause 14.7, ordinary time shifts shall be limited in duration to:

14.2.1 for casual employees - a minimum of 4 hours and a maximum of 8 hours;

14.2.2 for part-time employees - a minimum of 3 hours and a maximum of 10 hours;

14.2.3 for full-time employees - a minimum of 8 hours and a maximum of 10 hours.

14.3 Break Between Sequential Shifts: Each ordinary time shift shall be separated from any subsequent ordinary time shift by a minimum break of not less than 8 hours nor less than the duration of the ordinary time work performed during the shift which immediately preceded the break.

14.4 Long Break Between Shifts: An employee shall be entitled to have no less than 4 separate breaks of not less than 48 continuous hours off work in each 28 day roster cycle, or 3 separate breaks of not less than 72 continuous hours off work in each 28 day roster cycle, or 3 separate breaks of not less than 48 continuous hours off work in each 21 day roster cycle and shall:

14.4.1 not work more than 6 ordinary time shifts, and or

14.4.2 not more than a total of 48 hours of ordinary time between such breaks.

14.5 Shift Start/end Times: Except in the case of a broken shift, shifts of work shall be continuous and an employee's commencing and ceasing times of ordinary hours of work shall operate at the actual job or work station, provided that where:

14.5.1 an employee is required to collect (prior to proceeding to the work site) or return (after completion of duty) company equipment (such as a gun, keys, car etc.) from a location other than the actual work site or sites, and

14.5.2 the collection and/or return of such equipment adds more than 15 minutes to the time which would otherwise be required for the employee to travel between the employee's normal work site or location and the employee's residence, then the commencing and ceasing times of ordinary work shall operate from such point of collection and such point of return respectively.

14.6 Crib Breaks: A paid crib break (or breaks) shall be allowed on shifts of more than 4 hours. A crib time of not less than 20 minutes on an 8 hour shift and not less than 30 minutes on a 12 hour shift shall be provided. The time shall be allowed not earlier than four hours nor later than five hours after the time of commencement of each shift where it is reasonably practicable to do so. Time allowed as crib time shall be regarded as time worked and shall be paid for as such.

14.7 Enterprise Arrangements - Ordinary Hours of Work:

14.7.1 Coverage of Hours Arrangements: Notwithstanding any other provision of this Award, by arrangement between an employer and the Union, ordinary working hours exceeding 10 but not exceeding 12 on any day may be worked:

14.7.1.1 by the employees employed at a specified site or sites, with the written agreement

of all affected employees, or

- 14.7.1.2 by the employees of a specified employer/company, with the agreement by secret ballot of a majority of the employees of that employer/company.

14.7.2 Conditions which hours arrangements are subject to: Arrangements made pursuant to paragraph 14.7 of this subclause shall be subject to:

- 14.7.2.1 proper health monitoring procedures being introduced;
- 14.7.2.2 suitable roster arrangements being made; and
- 14.7.2.3 proper supervision being provided.

14.7.3 Duration of hours arrangements: Arrangements made pursuant to paragraph 14.7.1 of this subclause shall continue in force unless rescinded by either party to the arrangement by the giving of seven days notice; provided that the arrangements may be varied at any time by the consent of the parties.

14.7.4 Documentation of hours arrangements: Arrangements made pursuant to paragraph 14.7.1 of this subclause shall be committed to writing in the form set out:

- 14.7.4.1 in the case of specific site/s arrangements pursuant to subparagraph 14.7.1.1, in the form set out in Appendix A to this Award, or
- 14.7.4.2 in the case of specific employer/company arrangements pursuant to subparagraph 14.7.1.2, in the form set out in Appendix D to this Award.

15. BROKEN ORDINARY TIME SHIFTS

Full-time and part-time employees who are engaged by an employer following the introduction of this Award may be required to work ordinary time shifts which include an unpaid break period, provided that:

- 15.1 the second part of the broken shift ends no more than 14 hours after the start of the first part, and
- 15.2 the break is not less than 4 hours nor more than 6 hours, and
- 15.3 the employee is paid a Fares Allowance as provided for under clause 12, Additional Rates, and
- 15.4 the total period of paid time worked during a broken shift is not less than 4 hours nor more than 8 hours, and
- 15.5 the whole period of any broken time shift (the first part plus the unpaid break plus the second part) is counted as a single shift for the purposes of the roster cycles and required breaks prescribed under clause 14, Ordinary Time Hours of Work, and for the purposes of clause 18, Rosters & Transfer of Employees.

16. IMPLEMENTATION OF 38-HOUR WEEK

16.1 Subject to the provisions of subclauses 13.5 and 13.6 of clause 13, Payment of Wages, the method of implementation of the 38-hour week shall be any one of the following:

16.1.1 19 Day Month: Employees shall be paid 7.6 hours pay for each eight hour ordinary time shift worked and the remaining 0.4 hours pay shall be accumulated so as to allow one complete shift to be taken off as a paid rostered day off during each cycle of 28 consecutive days, provided that:

- 16.1.1.1 such paid rostered days off may be accumulated so as to allow up to five consecutive days to be taken off in each consecutive period of up to 20 weeks or such accumulation may be extended up to a maximum of ten consecutive days.

- 16.1.1.2 an employee shall be entitled to no more than 12 such paid rostered days off in any 12 months of consecutive employment.
- 16.1.1.3 the option of implementing either a 19-day month or accrual of up to five days in 20 weeks or accrual to a maximum of ten days shall be at the employer's discretion.
- 16.1.2 Where there is agreement in writing between the employer, the employee and the Union, an employee may be rostered off for a paid period of four hours (a half-day) on one day as part of a roster cycle of 76 hours of work in 14 consecutive days. Such hours to be paid hours accumulated in accordance with subclause 16.1.1. An employee shall be entitled to no more than 24 such paid half days in any 12 months of consecutive employment.
- 16.1.3 Where there is agreement in writing between the employer, the employee and the Union, an employee may work a roster cycle of 114 hours in 21 consecutive days (which shall include one only shift of ten ordinary hours duration) so as to allow one complete shift to be taken off as a paid rostered day off during each such roster cycle, the payment for which has been accumulated in accordance with subclause 16.1.1. An employee shall be entitled to no more than 17 such paid rostered day off in any 12 months of consecutive employment.
- 16.1.4 In lieu of the provisions of paragraphs 16.1.1 to 16.1.3, ordinary hours of work may be worked according to the provisions of subclause 14.7, Enter prise Arrangements of clause 14, Ordinary Time Hours of Work.
- 16.2 Accrual On Leave: Each day or shift of paid leave taken (including paid rostered days off but excluding annual leave and long service leave) during any roster cycle shall be regarded as a day or shift worked for accrual purposes.
- 16.3 Pay Out on Termination: Notwithstanding any other provision of this clause, on termination of employment an employee shall be paid the value of any credits accrued from each day or shift worked in the roster cycle towards the taking of paid rostered days off duty and such payment shall be at the rate of pay applicable on termination of employment.

17. PAID ROSTERED DAYS OFF DUTY

- 17.1 Rostering of Paid RDO's
 - 17.1.1 Where possible, paid rostered days off shall be scheduled by mutual agreement between employees and the employer. Paid rostered days off may be accumulated up to a maximum of ten days and be scheduled to suit the needs of the employer's business. The dates for taking such accumulated paid rostered days off shall be notified to an employee at least four weeks in advance of the days to be taken.
 - 17.1.2 Except as provided by paragraph 17.1.3 of this subclause, an employee shall be advised by the employer at least four weeks in advance of the weekday which is to be the paid rostered day off duty.
 - 17.1.3 The employer with the agreement of the majority of employees concerned may substitute the day an employee is to be rostered off duty (as paid rostered day off) for another day in the case of an emergency or to meet the requirement of a particular establishment.
 - 17.1.4 An individual employee with the agreement of the employer, may substitute the day such employee is rostered off duty (as a paid rostered day off) for another day.
- 17.2 Paid Rostered Day Off Falling on a Public Holiday: In the event of an employee's paid rostered day off falling on a public holiday, the employee and the employer shall agree to an alternative day off duty as a substitute. Provided that in the absence of agreement the employer shall determine the substituted day.
- 17.3 Work on Paid Rostered Day Off Duty: Subject to subclause 17.1 of this clause, any employee required to work on their paid rostered day off shall be paid in accordance with the provision of clause 20,

Overtime, only where it is not possible to substitute another day for the rostered day off so worked.

- 17.4 Sick Leave and Paid Rostered Days Off: Employees are not eligible for sick leave in respect of absences on paid rostered days off as such absences are outside their ordinary hours of duty.
- 17.5 Annual leave and Paid Rostered Days Off: There is no entitlement to a paid rostered day off during a period of annual leave as such days do not count as time worked for accrual purposes.

18. ROSTERS AND TRANSFER OF EMPLOYEES

- 18.1 Notice: Employees (other than relieving officers and casual employees) shall work their normal hours of work in accordance with a roster for which advance notice has been given. Provided further that a relieving officer or casual employee may also, at the employer's discretion, work their normal hours of work in accordance with a roster for which advance notice has been given.
- 18.2 Display: An employer shall, by legible notice displayed at some place accessible to the employees, notify employees who work their normal hours in accordance with a roster, of the commencing and ceasing times of their rostered hours of work. Such times, once notified, shall not be changed, without the payment of overtime, or by seven days' notice given in accordance with this subclause, provided that by agreement between the employer and the employee (notified in writing to the Union), less than seven days' notice may be substituted in lieu thereof.
- 18.3 Transfer of an Employee in Response to a Client Demand:
- 18.3.1 Where the employer transfers an employee in response to the clients demand and that transfer results in a loss of income for the employee, the employee shall have their income at the site from which the employee was transferred maintained for the period remaining in the roster cycle.

19. SPAN LOADINGS - ORDINARY TIME WORK

- 19.1 The following additional loadings shall be applied to the appropriate ordinary time rate in regard to any portion of an ordinary time shift which falls within the spans as defined under clause 6, Definitions, whether or not the ordinary time shift starts before and/or ends after the defined span, providing that such loading shall only apply to that part of the shift which is within the defined span, and shall not apply to the part of the shift (if any) which falls outside the defined span.

- 19.2 The loadings to be applied shall be:

<u>Span</u>	<u>Loading</u>
19.2.1 Night Span (Normal)	21.7%
19.2.2 Night Span (Permanent Night Work)	30.0%
19.2.3 Saturday Span	50.0%
19.2.4 Sunday Span	100.0%
19.2.5 Public Holiday Span	150.0%

- 19.3 Span loadings shall be paid for as worked. For example:

- 19.3.1 if an employee commences work at 1800 on Sunday and works through to 0600 on Monday then that employee would be entitled to the Sunday Span loading (100.0%) for the first 6 hours of the shift and the appropriate Night Span loading (either 21.7% or 30.0%) for the remaining 6 hours.
- 19.3.2 if an employee commences work at 1700 on Monday and works through to 0100 on Tuesday then that employee would be entitled to the appropriate Night Span loading (either 21.7% or 30.0%) for the 7 hours from 1800 to 0100, but would not be entitled to any loading for the first hour worked.

- 19.4 The loadings prescribed under this clause shall apply in respect of ordinary hours of work only and shall apply to all employees including casual employees.

20. OVERTIME

- 20.1 Loading for Overtime: Subject to the provisions of subclause 20.2 employees who are required to work overtime in addition to their ordinary time hours of work (as defined) shall, in addition to the ordinary time rate provided for the employee's classification under Table 1 - Rates of Pay Per 38-Hour Week, of Part B, be paid a loading equal to:
- 20.1.1 for overtime work performed during a weekday (as defined) or Saturday span (as defined), but excluding overtime work performed during a Public Holiday span (as defined), 50% of the said ordinary time rate for the first two hours of overtime worked and 100% thereafter;
- 20.1.2 for all overtime work performed during a Sunday span (as defined), 100% of the said ordinary time rate;
- 20.1.3 for all overtime work performed during a Public Holiday span (as defined), 150% of the said ordinary time rate.
- 20.2 Appendix C Agreements - Voluntary Overtime: In lieu of the loading provided under subclause 20.1, an employee may elect to work additional hours under an Appendix C agreement. Any such agreement shall be committed to writing in the form set out in this Award. Such agreement shall have the written consent of the employer and the employee. For all work performed under an Appendix C agreement the employee concerned shall be paid for at the rate of 150% of the rate of pay applicable for ordinary time worked on that day between the hours of 0600-1800. Provided further that under any such agreement no employee shall work more than a total of 14 hours in any one day, including both overtime and ordinary time.
- 20.3 Calculation of Overtime Payments: In computing overtime payments each day's work shall stand alone. The hourly rate when computing overtime shall be determined by dividing the appropriate weekly rate by 38, even in cases where an employee works more or less than 38 ordinary hours in a week.
- 20.4 Minimum Break: An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that such employee has not had at least eight hours off duty between those times, shall, subject to this subclause, be released after completion of such overtime until the employee has had such period off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had such period off duty the employee shall be paid at double ordinary time until released from duty for such period and such employee shall then be entitled to be absent until the employee has had such period off duty without loss of pay for ordinary working time occurring during such absence.
- 20.5 Non-Attendance of Other Employees: Where an employee does not attend for rostered duty with the required notice the employee on shift shall agree to work up to four hours' overtime to allow the employer to arrange for suitable relief subject to a maximum of 14 hours total time worked in any one shift.

21. CALL BACK

- 21.1 An employee required to attend the employer's premises and/or the premises of a client or clients of an employer for any reason after leaving the place of employment (whether notified before or after leaving the place of employment) shall be paid a minimum number of hours as specified below:
- 21.1.1 where such attendance is required at the employer's premises for the purposes of a disciplinary and/or counselling interview and/or administrative procedures such as completing or attending to Workers' Compensation Forms, Accident Reports, or Break/Entry Reports, the employee shall be paid a minimum payment of two hours at the appropriate rate for each such attendance;

- 21.1.2 except as provided in subclause 21.1.1, where such attendance is required at the employer's premises on a Monday through Saturday, the employee shall be paid a minimum payment of three hours at the appropriate rate for each such attendance;
- 21.1.3 where any such attendance is required at the employer's premises on a Sunday the employee shall be paid a minimum payment of four hours at the appropriate rate for each such attendance.
- 21.2 This clause shall not apply where a period of duty is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

22. PUBLIC HOLIDAYS

- 22.1 Specified Public Holidays: The days on which the following holidays are observed shall be observed as public holidays under this Award, namely, New Year' Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed a public holiday throughout the State and the picnic day of the Union which shall be held on the first Monday in August or such other day as shall be determined annually by the Union and appropriate Industrial Unions of Employers. Provided that where a day, other than the first Monday in August each year, (or such other day as is determined) is observed either as a picnic day or as an additional day by the general body of employees in any establishment then such day may be substituted for the picnic day of the Union as a holiday for any employees in that establishment entitled to such a picnic day or additional day as a holiday under this Award.
- 22.2 permanent employees - entitlement to public holidays: Permanent employees shall be entitled to the above holidays without loss of pay, provided that a five-day shift worker (as defined) shall only be entitled to such holidays that occur on Monday to Friday inclusive; provided further that an employer shall not alter an employee's roster for the specific purpose of avoiding the entitlement which is provided under this subclause.
- 22.3 Holidays Falling on a Day on Which a Seven-Day Shift Worker is Not Rostered to Work: Where a holiday occurs on the rostered day off of a seven-day shift worker (as defined), other than a rostered day given pursuant to the provisions of clause 16, Implementation of 38-Hour Week and clause 17, Paid Rostered Days Off Duty, then if such employee is not required to work on that day the employer shall pay such employee eight hours' ordinary pay in respect of such day; provided further that the employer may, in lieu of the payment of eight hours' ordinary pay prescribed in this subclause, add a day to the annual leave entitlement of the employee concerned. Any day or days added to an employee's entitlement to annual leave in accordance with this subclause shall be the working day or working days immediately following the annual leave period to which the employee is entitled to under clause 23, Annual Leave. Where the employment of a seven-day shift worker has been terminated and such employee thereby becomes entitled under Section 4 of the Annual Holidays Act 1944 New South Wales, to payment in lieu of an annual holiday, with respect to a period of employment, the employee shall be entitled also to an additional payment for each day accrued under this subclause, at the appropriate ordinary rate of pay, if payment has not already been made in accordance with the provisions of this subclause.
- 22.4 Payment Where Employees Required to Work on a Public Holiday: Permanent and casual employees who are required to work ordinary time or overtime during 24 hours period between 0000 at the start of a public holiday and 2400 at the end of that same public holiday (irrespective of whether or not that work commences before or ends after the specified span period) shall be paid for all hours worked during the specified span at the rate of 150% in addition to the ordinary time rate provided for the employee's classification under Table 1 - Rates of Pay Per 38-Hour Week, of Part B, such payment to be in lieu of any payment which would have otherwise been required for those hours under the provisions of subclauses 22.2 or 22.3.
- 22.5 Unauthorised Absence Before or After a Public Holiday: Where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to the payment for

such holiday as is provided under subclause 22.2 of this clause.

23. ANNUAL LEAVE

- 23.1 All employees shall be entitled to annual leave in accordance with the *Annual Holidays Act 1944* (NSW).
- 23.2 Additional Leave for Seven Day Shift Workers: In addition to the benefits provided by section 3 of the *Annual Holidays Act 1944* (NSW), with regard to an annual holiday of four weeks, a seven day shift worker at the end of each year of employment shall be entitled to the additional leave as prescribed below:
- 23.2.1 If during the year of employment the employee has served continuously as a seven-day shift worker, the additional leave with respect to that year shall be one week. If during the year of employment the employee has served only a portion of it as a seven-day shift worker, the additional leave shall be 3.25 hours for each completed month of employment as a seven-day shift work: Provided that where the additional leave is or comprises a fraction of a day such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.
- 23.2.2 Where the employment of a seven-day shift worker is terminated and there is thereby an entitlement due under section 4 of the *Annual Holiday Act 1944* (NSW), to payment in lieu of an annual holiday with respect to a period of employment such employee also shall be entitled to an additional payment of 3.25 hours' pay for each completed month of service as a seven-day shift worker.
- 23.3 Payment for Annual Leave: All employees shall receive payment for annual leave periods calculated at which ever is the greater of:
- 23.3.1 the ordinary time rate provided for the employee's classification under Table 1 - Rates of Pay Per 38-Hour Week of Part B, together with, where applicable, the leading hand allowance, relieving officer's allowance and first-aid allowance prescribed by clause 12, Additional Rates, plus a loading of 17.5% or
- 23.3.2 the ordinary time rate increased by any night span and/or permanent night span rates and/or weekend span rates which would have been payable for ordinary time the employee would have worked if the employee had not been on annual leave (but not including any public holiday span rate payable in respect of a public holiday occurring during the annual leave which is a public holiday on which the employee would have worked an ordinary shift) together with, where applicable, the leading hand allowance, relieving officer's allowance and first-aid allowance prescribed by clause 12, Additional Rates. Provided further that an employee's roster shall not be altered merely for the purpose of avoiding any benefit available to the employee under this provision.
- 23.3.3 Notwithstanding any other provision in this clause, no loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he or she 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 paragraphs 23.3.1 or 23.3.2 of this subclause, applying the Award rates of wages payable on that day. This provision applies where an annual holiday has been taken wholly or partly in advance and the entitlement to the holiday arises after that date.
- 23.4 Payment in lieu of Annual Leave on Termination of Employment: Where the employment of a permanent employee is terminated for any reason by either party and at the time of such termination the employee has not been given and has not taken the whole of any annual leave to which the employee has become entitled (employees only become entitled to annual leave for each completed year of service), then the employee shall be paid for all such untaken annual leave at the rate provided under subclause 23.3. For an incomplete year of service employees are entitled to a payment of 1/12 of their ordinary earnings for that incomplete year of service, in lieu of annual leave.

- 23.5 Annual Leave Loading is incorporated into the provisions of subclause 23.3 and 24.4, and no additional amount is payable in respect of Annual Leave Loading.

24. LONG SERVICE LEAVE

Employees employed under the provisions of this Award shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955* (NSW).

25. SICK LEAVE

- 25.1 Paid Sick Leave: An 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 and wilful misconduct, shall be entitled to be paid at the ordinary time rate provided for the employee's classification under Table 1 - Rates of Pay Per 38-Hour Week, of Part B, for the time of such non-attendance, subject to the following conditions and limitations.

25.1.1 The employee shall not be entitled to paid leave of absence for any periods in respect of which there is entitlement to payment under the *Workers' Compensation Act 1987* (NSW).

25.1.2 The employee shall, as soon as possible, and in any event prior to the commencement of shift, inform the employer of such employee's inability to attend for duty, and as far as possible, state the nature of the injury or illness and the estimated duration of absence.

25.1.3 Where an employee does not notify the employer of the employee's inability to attend for duty prior to the commencement of the shift the employee shall not be entitled to payment for the first eight hours of such absence, provided however, in cases of accident or incapacity to notify, to receive payment for the above the employee shall provide reasonable proof that he/she was unable to attend for duty on account of such incapacity or illness.

NOTE: An employee's entitlement to sick leave in accordance with paragraph 25.1.5 shall not be reduced as a consequence of the operation of this paragraph.

25.1.4 Subject to the provisions of paragraph 25.1.3 the employee shall furnish to the employer such evidence as the employer 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: Provided that a Statutory Declaration shall be accepted in respect of any single day absences, but not more than two such declarations in any one year. Provided further, that where such single day absence occurs before or after a public holiday or rostered day off a medical certificate shall be supplied.

25.1.5 Subject to subclause 25.1.3 of this clause, during the first year of employment an employee shall be entitled to sick leave on the following basis:

25.1.5.1 After the first 2 months of continuous service - 7.6 hours pay

25.1.5.2 4 months completed service - 15.2 hours pay

25.1.5.3 6 months completed service - 22.8 hours pay

25.1.5.4 8 months completed service - 30.4 hours pay

25.1.5.5 10 months completed service - 38 hours pay

25.1.5.6 During the second and each subsequent year of service an employee shall be entitled to 76 hours sick leave.

- 25.2 Cumulative Sick Leave: The rights under this clause shall accumulate from year to year so that any part of the sick leave entitlements which has not been allowed in any year may, subject to the conditions prescribed by this clause, be claimed by the employee and shall be allowed by the employer in any

subsequent year of employment.

- 25.3 Definitions of Continuous Service: For the purpose of this clause continuous service shall be deemed not to have been broken by:

25.3.1 any absence from work on leave granted by the employer; or

25.3.2 any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee); provided that time so lost shall not be taken into account in computing the qualifying period of two months.

Provided that service before the date of coming into force of this Award shall be taken into account in computing the qualifying period of two months.

- 25.4 Attendance at Hospital: Notwithstanding anything contained in subclause 25.1 of this clause, a permanent employee suffering injury through an accident arising out of and in the course of such employee's employment (not being an injury in respect of which there is entitlement to Workers' Compensation) necessitating attendance during working hours of a doctor, chemist or trained nurse, or at a hospital, shall not suffer any deduction from pay for the time (not exceeding four hours) so occupied on the day of the accident and shall be reimbursed by the employer for all expenses reasonably incurred in connection with such attendance and expenses shall include fares.

26. FAMILY LEAVE

- 26.1 Use of Sick Leave:

26.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 26.1.3.2, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 25, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for of a single day.

26.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such to require care by another person. 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.

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

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

26.1.3.2 the person concerned being either:

26.1.3.2.1 a spouse of the employee; or

26.1.3.2.2 a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

26.1.3.2.3 a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

26.1.3.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

26.1.3.2.5 a relative of the employee who is a member of the same household, where for the purposes of this clause:

1. "relative" means a person related by blood, marriage or affinity;
2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
3. "household" means a family group living in the same domestic dwelling.

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

26.2 Unpaid Leave for Family Purpose: An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph 26.1.3.2.

26.3 Annual Leave:

26.3.1 An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single days or part thereof, in any calendar year at a time or times agreed by the parties.

26.3.2 Access to annual leave, as prescribed in paragraph 26.3.1, shall be exclusive of any shutdown period provided for elsewhere under this Award.

26.3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

26.4 Time off in lieu of Payment for Overtime

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

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

26.4.3 If having elected to take time as leave in accordance with 26.4.1, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

26.4.4 Where no election is made in accordance with 26.4.1, the employee shall be paid overtime rates in accordance with the Award.

26.5 Make-up time:

26.5.1 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 this Award, at the ordinary rate of pay.

26.5.2 An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

26.6 Rostered Days Off

26.6.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.

26.6.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

26.6.3 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and the employee, or subject to reasonable notice by the employee or the employer.

26.6.4 This subclause is subject to the employer informing the Union which is both party to the Award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

27. COMPASSIONATE LEAVE

- 27.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person prescribed in subclause 27.3 of this clause. Where the death of a person prescribed by the said subclause 27.3 occurs outside Australia the employee shall be entitled to one day bereavement leave, provided that such leave shall be extended to two days where the employee travels overseas to attend the funeral.
- 27.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide, to the satisfaction of the employer, proof of death.
- 27.3 Bereavement leave shall be available to the employee in respect to a death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph 26.1.3.2 of paragraph 26.1.3 of subclause 26.1 of clause 26, Family Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 27.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 27.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 26.2, 26.3, 26.4, 26.5, and 26.6 of the said clause 26. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

28. PARENTAL LEAVE

An employee shall be entitled to Parental Leave in accordance with Part 4 of Chapter 2 of the *Industrial Relations Act 1996*.

29. JURY SERVICE

- 29.1 Entitlement: An employee shall be allowed leave of absence during any period when required to attend for jury service: Provided that such leave shall be limited to a maximum of two weeks in any period of jury service.
- 29.2 Payment: During such leave of absence, an employee shall be paid the difference between the jury service fees received and the normal rate of pay as if working.
- 29.3 Proof of Attendance: An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

30. ATTENDANCE AT REPATRIATION CENTRES

Permanent employees who are ex-service personnel shall be allowed, as time worked, lost time incurred whilst attending Repatriation Centres for medical examination and/or treatment, provided that -

- 30.1 such lost time does not exceed four hours on each occasion and a maximum of 20 hours per annum;
- 30.2 the employee produces evidence satisfactory to the employer that there is a requirement to and subsequent attendance at a Repatriation Centre.

Provided that the employer shall be entitled to deduct from such lost time any payments the employee is entitled to receive for lost time from the Department of Veterans Affairs in respect of any such attendance.

31. GENERAL CONDITIONS

31.1 Shelter/Accommodation:

31.1.1 On construction work, the employer shall provide adequate shelter for the employees.

31.1.2 Where practicable, proper shelter shall be provided to protect an employee from the weather.

31.1.3 Where practicable, 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 be provided by the employer with adequate facilities for tea making and for heating food. This provision shall not apply to mobile patrol officers. The employer shall advise the employee of the accommodation available at a site prior to the commencement of work at that site.

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

31.2 Means of Exit: Provision shall be made for an exit for night employees in case of necessity.

31.3 Supply of Equipment and Protective Clothing

31.3.1 An employee who is required to work in wet conditions, shall be supplied with suitable wet weather clothing including a waterproof coat or cape, waterproof hat, trousers and boots. Such clothing shall remain the property of the employer.

31.3.2 All equipment necessary for employees to perform their work, including firearms and ammunition when required by the employer, shall be supplied by the employer.

31.3.3 An employee shall not carry firearms unless required to do so by the employer. Where an employee is so required, they shall be provided and maintained in a reasonable condition by the employer who also shall pay the gun licence fee.

31.3.4 Where an employee is required by the employer to carry firearms, initial training in the use of such a firearm shall be provided, such time to be counted as time worked. Refresher courses shall be conducted at 12-monthly intervals. Such courses to count as time worked.

31.3.5 Uniforms, protective clothing and other equipment supplied in accordance with this subclause shall remain the property of the employer.

31.4 Attendance at Court: Where it is necessary for an employee to attend a court on the employer's or employer's client's behalf in connection with any matter arising out of or in connection with the employee's duties the time so occupied shall count as time worked.

31.5 Modification of Employee's own Vehicle: An employee who is required to use their own vehicle in the course of their employment and such vehicle is at the request of the employer fitted with any additional equipment or identifying markings, then any time spent by the employee in the initial installation of equipment in their vehicle shall count as time worked, provided that such installation shall take place

during ordinary business hours. Any further installation or replacement of equipment required by the employer to be done shall similarly be allowed as time worked. Where fitting of equipment or markings is required as a result of an employee changing vehicles, then such installation shall only be counted as time worked, if three years' service has elapsed since the initial installation.

32. ENTERPRISE ARRANGEMENTS

32.1 As part of the Structural Efficiency Exercise and as an ongoing process, the parties agree that discussion should take place at an enterprise level to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the restructuring process. The union delegate at the place of work may be involved in such discussions.

32.2 The terms of any genuine arrangement agreed between an employer and the employee(s) in any establishment shall substitute for the provisions of this Award to the extent that they are contrary, provided that:

32.2.1 Employees genuinely agree.

32.2.2 Such arrangement is consistent with the Principles as laid down in the State Wage Cases.

32.2.3 Such arrangement is processed in accordance with subclause 32.3 of this clause.

32.2.4 Agreement to an arrangement shall not be unreasonably withheld, having regard to the productivity and efficiency of the enterprise and the interests of the employees.

32.3 Enterprise Arrangements shall be processed as follows:

32.3.1 All employees shall be provided with the current provisions (e.g., Award or industrial agreement) that apply at the place of work.

32.3.2 Where agreement to an arrangement is reached between the employer and an absolute majority of permanent employees under this Award at an enterprise and/or establishment, or with the employee's authorised representative(s) at that establishment, then such arrangement shall be committed to writing in the form set out in Appendix B of this Award.

32.3.3 The arrangement shall be signed by the employer, or his/her duly authorised representative(s), the employee(s), or his/her/their authorised representative(s) with whom agreement was reached, and shall be sent to the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, and the employer association, if any, of which the employer is a member.

32.3.4 The union or employer association may, within 28 days, notify the employer in writing of any objection to the arrangement. In such case the employer may make application to the Industrial Relations Commission of New South Wales to vary the Award to give effect to the arrangement.

32.3.5 If no party objects to the arrangement, then a consent application shall be made to the Industrial Commission of New South Wales to have the arrangement ratified.

32.3.6 Such arrangement when ratified shall be displayed on a notice board at each establishment or enterprise affected.

32.3.7 Nothing in this section removes any of the rights bestowed upon a party to the Award under the *Industrial Relations Act 1996*.

32.3.8 No existing employee shall suffer a reduction in earnings as a direct result of any arrangement unless the arrangement otherwise provides or provides reasonable compensatory benefits.

33. INTRODUCTION OF CHANGE

33.1 Employer's Duty to Notify:

33.1.1 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 their Union.

33.1.2 Significant effects include termination of employment, major changes in the composition, operation or size of the employer's 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. Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

33.2 Employer's Duty to Discuss Change:

33.2.1 The employer shall discuss with the employees affected and their Union, inter alia, the introduction of the changes referred to in subclause 33.1 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their Union in relation to the changes.

33.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause 33.2.1 hereof.

33.2.3 For the purposes of such discussion, the employer shall provide in writing to the employees concerned and their Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

34. REDUNDANCY

34.1 Discussions before Terminations:

34.1.1 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 this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with their Union.

34.1.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph 34.1.1 hereof 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 terminations on the employees concerned.

34.1.3 For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the termination are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

34.2 Transfer to Lower Paid Duties: Where an employee is transferred to Lower paid duties for reasons set out in paragraph 34.1.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if his or her 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 lower ordinary time rates for the number of weeks of notice still owing.

- 34.3 **Severance Pay:** In addition to the period of notice prescribed for ordinary termination in clause 7, Contract of Employment, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in paragraph 34.1.1, shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of Continuous Service	Severance Pay
1 year or less	Nil
Over 1 year and up to the completion of 2 years	4 weeks' pay
Over 2 years and up to the completion of 3 years	6 weeks' pay
Over 3 years and up to the completion of 4 years	7 weeks' pay
Over 4 years	8 weeks' pay

Week's Pay means the ordinary time rate of pay for the employee concerned.

Provided that severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

- 34.4 **Employee Leaving During Notice:** An employee whose employment is terminated for reasons set out in paragraph 34.1.1 may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause 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.

- 34.5 **Alternative Employment:** An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

- 34.6 **Time Off During Notice Period:**

34.6.1 During the period of notice of termination given by the employer for reasons set out in paragraph 34.1.1 an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

34.6.2 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. For this purpose a statutory declaration will be sufficient.

- 34.7 **Notice to Commonwealth Employment Service:** Where a decision has been made to terminate employees in the circumstances outlined in paragraph 34.1.1, 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.

- 34.8 **Superannuation Benefits:** Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme, such employee shall only receive under subclause 34.3, the difference between the severance pay specified in that subclause and the amount of the superannuation benefit the employee receives which is attributable to employer contributions only. If this superannuation benefit is greater than the amount due under subclause 34.3 then the employee shall receive no payment under that clause.

- 34.9 **Transmission of Business:**

34.9.1 Where a business is before or after the date of this Award, transmitted from an employer (in this subclause called "the transmitter") to another employer (in this subclause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee:

34.9.1.1 the continuity of the employment of the employee shall be deemed not to have

been broken by reason of such transmission, and

- 34.9.1.2 the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

34.9.2 In this subclause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

34.10 Mechanisation and Technological Changes:

- 34.10.1 Notwithstanding any other provisions of this clause, where on account of the introduction or proposed introduction by an employer of mechanisation or technological changes in the industry in which the employer is engaged, the employer terminates the employment of an employee who has been employed for the preceding 12 months, such employee shall be given three months' notice of the termination of employment; provided that, if the employer fails to give such notice in full:

- 34.10.1.1 the employee shall be paid at the rate specified for the employee's ordinary classification in clause 8, Wages, for a period equal to the difference between three months and the period of the notice given, and

- 34.10.1.2 the period of notice required by this subclause to be given shall be deemed to be service with the employer for the purpose of the *Long Service Leave Act* 1955, the *Annual Holidays Act* 1944, or any Act amending or replacing either of those Acts; and provided further that the right of the employer to summarily dismiss an employee for the reasons specified in subclause 7.2.1 of clause 7, Contract of Employment, shall not be prejudiced by the fact that the employee has been given notice pursuant to this subclause of the termination of the employee's employment.

- 34.10.2 When an employer gives to an employee notice of the termination of employment on account of the introduction or proposed introduction of mechanism or technological changes, within 14 days thereafter the employer shall give notification in writing to the Industrial Registrar, the New South Wales Government Director of Vocational Guidance, the New South Wales Government Director of Technical and Further Education and the New South Wales Branch Secretary of Australian Liquor, Hospitality and Miscellaneous Workers Union, of the fact, stating the employee's name, address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

34.11 Employees with Less Than One Year's Service: This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant 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.

34.12 Employees Exempted: This clause shall not apply where employment is terminated as a consequence of conduct that justified 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 for a period of less than 12 months.

34.13 Employers Exempted: Subject to an order of the Commission, in a particular redundancy case, this clause shall not apply to employers who employ less than 15 employees.

34.14 Incapacity to Pay: An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

35. DISPUTES PROCEDURE

Subject to the provisions of the *Industrial Relations Act* 1996 grievances or disputes shall be dealt with in the following manner.

- 35.1 Step 1: The employee(s) is required to notify (in writing or otherwise) the employer as to the substance of the grievance, requesting a meeting with the employer for bilateral discussions and stating the remedy sought. This meeting shall take place within one working day, where possible, if not within two working days of the issue arising (weekends and holidays excepted).
- 35.2 Step 2: If agreement is not reached then the matter shall be referred by the employer to a higher authority (where this exists) no later than one working day after the period stated in subclause 35.1 (weekends and holidays excepted). At the conclusion of the discussion the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons (in writing or otherwise) for not implementing any proposed remedy.
- 35.3 Normal Work: While the foregoing procedure is being followed normal work shall continue.
- 35.4 Step 3: If the matter is still not settled within a reasonable period of time it may be referred/notified to the Industrial Relations Commission of New South Wales for settlement by either party.
- 35.5 Representation: The employer may be represented by an industrial organisation of employers and the employee(s) is (are) entitled to be represented by the Australian Liquor, Hospitality and Miscellaneous Workers Union, an industrial organisation of employees, for the purposes of each step of the procedure.

36. ANTI DISCRIMINATION

- 36.1 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.
- 36.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects.
- 36.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee who has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 36.4 Nothing in this clause is taken to affect:
 - 36.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation:
 - 36.4.2 offering or providing junior rates of pay to persons under the age of 21 years:
 - 36.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977.
 - 36.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 36.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

37. APPENDIX A - ORDINARY TIME HOURS OF WORK - SPECIFIED SITE OR SITES

- 37.1 This document, which records an agreement reached pursuant to paragraph 14.7.1.1 of clause 14,

Ordinary Time Hours of Work, of the Security Industry (State) Award, shall be signed by all affected employees within one (1) month of the arrangement being implemented, and a copy forwarded to the Union Office.

- 37.2 The following arrangement is made pursuant to paragraph 14.7.1.1 of clause 14, Ordinary Time Hours of Work, of the Security Industry (State) Award as varied, in regard to the following site(s):.....
.....
.....

- 37.3 (Location(s) of Site(s))
.....
.....
.....

- 37.4 It is agreed between the parties that the following arrangement for extended daily ordinary hours for the above location(s) is as follows (see also attached roster(s)):
.....
.....
.....

- 37.5 This agreement shall take effect from the beginning of the first full pay period to commence on or after.....and shall remain in force for a period of.....

Signed on behalf of (Company Name)
.....

.....(Date)

- 37.6 Signed by (employees);
.....
.....
.....
.....
.....

(All affected employees to sign as acknowledging that they agree to this arrangement)

- 37.7 Signed on behalf of the Union:
.....

.....(Union Secretary) (Date)

38. Appendix B - Enterprise Arrangements - Notification

Pursuant to clause 32, Enterprise Arrangements, of this Award, notification pursuant to subclause 32.2.3 is hereby given of an agreement reached pursuant to subclause 32.3.2. If no objection pursuant to subclause 32.3.4 is received within 28 days then a Consent application shall be made to the Commission to have the arrangement ratified, in accordance with subclause 32.3.5

- 38.1
(Company Name)
.....

(Address of Enterprise)

- 38.2 and the following employee(s) and/or employee's representative(s):
.....
.....

-
-
- 38.3 It is agreed between the above named parties that clause(s).....of the Award shall be replaced by the following provisions and that these provisions shall apply in lieu of the aforementioned clause(s):

.....

.....

- 38.4 It is intended that this arrangement shall take effect from the beginning of the first full pay period to commence on or after.....and that it shall remain in force for a period of 12 months.

- 38.5
Date of Notification

39. APPENDIX C - OVERTIME AGREEMENT

- 39.1 The following arrangement is made pursuant to subclause 20.2, of clause 20, Overtime, of this Award in regard to the following employee(s)

Name (print) Signature

.....

.....

- 39.2 The employee(s) who's names and signatures appear above agree/s to be paid for overtime worked in accordance with subclause 20.2 in lieu of payment in accordance with subclause 20.1

- 39.3 This agreement once signed by all parties shall take effect from the beginning of the first full pay period to commence on or after.....and shall remain in force unless rescinded in writing by any party giving four weeks' notice.

- 39.4 SIGNED on Behalf of
(Company Name)

.....
(Print Name)

.....
(Signature)

.....
(Position)

40. APPENDIX D - ORDINARY TIME HOURS OF WORK - SPECIFIED COMPANY/EMPLOYER

- 40.1 This document records an agreement reached pursuant to paragraph 14.7.1.2 of clause 14, Ordinary Time Hours of Work, of this Award, and is signed by the Company and the Union as certifying that the arrangement outlined hereunder was agreed to by a majority of employees of the specified Company, in a secret ballot conducted expressly for that purpose.

- 40.2 The following arrangement is made pursuant to subparagraph 14.7.1.2 of clause 14, Ordinary Time

Hours of Work, and it shall apply hereafter to all employees of the specified Company employed under the provisions of the said Award, unless and until rescinded by either party pursuant to the provisions of paragraph 14.7.3 of the said Award.

- 40.3 It is agreed between the Company and the Union that the arrangement for extended daily ordinary hours of work, which are outlined below, and/or which are described in the attached rosters shall hereafter apply to all employees of the Company

.....

- 40.4 This agreement shall take effect from the beginning of the first full pay period to commence on or after and shall remain in force for a period of

- 40.5 SIGNED on Behalf of
 (Company Name)

.....
 (Print Name)

.....
 (Signature)

.....
 (Position)

41. APPENDIX E - NATIONAL TRAINING WAGE PROVISIONS

41.1 ARRANGEMENT

Subject Matter	Clause Number
Arrangement	41.1
Parties Bound	41.2
Application	41.3
Objective	41.4
Definitions	41.5
Training Conditions	41.6
Employment Conditions	41.7
Wages	41.8
Special Arrangements	41.9
Additionality and Licensing	41.10
Monitoring of Agreement	41.11

41.2 APPLICATION

41.2.1 Subject to 41.3.1.1.2, this appendix applies to persons:

41.2.1.1 who are undertaking a Traineeship (as defined); and

1. who are employed by an employer bound by this Appendix.

2. Despite the foregoing, this appendix does not apply to employees who were employed by an employer bound by this appendix prior to the date of approval of a traineeship scheme relevant to the employer, except where agreed between the employer and the union.

41.2.2 This appendix does not apply to the apprenticeship system.

41.2.3 At the conclusion of the traineeship, this appendix ceases to apply to the employment of the trainee and the award will then apply to the former trainee.

41.3 OBJECTIVE

The objective of this Appendix is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of Trainees, particularly young people, and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees be displaced from employment by Trainees. Nothing in this award replaces the prescription of training requirements in the award.

41.4 DEFINITIONS

41.4.1 "Approved Training" means training undertaken (both on or off-the-job) in a Traineeship and will involve formal instruction, both theoretical and practical, and supervised practice in accordance with a Traineeship Scheme approved by the State Training Authority. The training will be accredited and lead to qualifications as set out in 6(g).

41.4.2 "Relevant Award" means the Security Industry (State) Award that applies to a Trainee, or that would have applied, but for the operation of this Appendix.

41.4.3 "Relevant Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union.

41.4.4 "Trainee" means an employee who is bound by a Traineeship Agreement made in accordance with this Appendix.

41.4.5 "Traineeship" means a system of training which has been approved by the State Training Authority or which meets the requirements of a National Training Package developed by the Property Services Industry Training Advisory Board and endorsed by the National Training Framework Committee and which leads to an Australian Qualifications Framework qualification specified by that National Training Package at Levels 2 and 3.

41.4.6 "Traineeship Agreement" means an agreement made subject to the terms of this Appendix between an Employer and the Trainee for a Traineeship and which is registered with the State Training Authority or under the provisions of the State legislation. A Traineeship Agreement must be made in accordance with the relevant approved Traineeship Scheme and must not operate unless this condition is met.

41.4.7 "Traineeship Scheme" means an accredited training program consistent with the National Training Package applicable to security industry employees. A Traineeship Scheme will not be given approval unless consultation and negotiation with the relevant Union upon the terms of the proposed Traineeship Scheme and the Traineeship have occurred. An application for approval of a Traineeship Scheme must identify the relevant Union and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiation have occurred. A Traineeship Scheme must include a standard format, which may be used for a Traineeship Agreement.

41.4.8 "Parties to a Traineeship Scheme" means the employer and the relevant Union involved in the consultation and negotiation required for the approval of a Traineeship Scheme.

41.4.9 "Appropriate State legislation" means the *Vocational Education and Training Accreditation Act* 1990 (NSW).

41.4.10 "State Training Authority" means the NSW Department of Education and Training or its successor.

41.4.11 "Training program" means an accredited training program, which must provide for training and training related employment for a minimum of six months in the case of full-time trainees and up to a maximum twelve months in the case of part-time trainees. However, the traineeship program may be extended by agreement where an individual's assessment indicates a longer period is necessary to achieve the qualification sought.

41.5 TRAINING CONDITIONS

41.5.1 A traineeship must not commence until the relevant traineeship agreement, made in accordance with a traineeship scheme, has been signed by the employer and the trainee and lodged for registration with the state training authority, provided that if the traineeship agreement is not in a standard format a traineeship must not commence until the traineeship agreement has been registered with the state training authority. The employer must ensure that the trainee is permitted to attend the training course or program provided for in the traineeship agreement and must ensure that the trainee receives the appropriate on-the-job training.

41.5.2 The trainee must attend an approved training course or training program prescribed in the traineeship agreement or as notified to the trainee by the state training authority.

41.5.3 A substantial proportion of the traineeship program will be delivered through on-the-job training and instruction. Such training must:

41.5.3.1 be specified in the training program;

41.5.3.2 where possible, be incorporated in the normal duties of a trainee; and

41.5.3.3 must be paid in accordance with clause 8 of this appendix.

41.5.4 In addition to the on-the-job training component, a trainee will be expected to attend some off-the-job training. This will be to a maximum of 20% of an individual's total time spent in the traineeship.

41.5.5 The employer must roster work in such a way as to take account of an individual's off-the-job training commitments including any requirement for an individual to attend off-the-job training.

41.5.6 During the traineeship period, the employer must provide a level of supervision in accordance with the traineeship agreement and clause 10 of this appendix.

41.5.7 Training must be directed to:

41.5.7.1 the achievement of entry level competencies required for security industry, including key competencies, at AQF Level 2

41.5.7.2 the achievement of an accredited Certificate at AQF Level 3 or above that is awarded on the basis of achieving the competencies specified by the Traineeship.

41.5.7.3 The employer must submit all training agreements to the traineeship monitoring committee at Suite 2B, 187 Thomas Street, Haymarket NSW 2000, established in clause 11 of this agreement, within 28 days of lodging the traineeship agreement with the relevant new apprenticeship centre. The committee must keep the terms of the traineeship agreement private and confidential.

41.6 EMPLOYMENT CONDITIONS

41.6.1 A trainee will be engaged as a full-time or a part-time employee for a maximum of one year's duration. However, a trainee will be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the state training authority, the relevant employer and the trainee may vary the duration of the traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant traineeship scheme.

41.6.2 Termination of employment during traineeship

41.6.2.1 The employer must not terminate the employment of a Trainee without firstly having provided in writing notice of termination to the Trainee concerned in accordance with the Traineeship Agreement and subsequently to the State Training Authority. The written notice to be provided to the relevant State Training Authority must be provided within 5 working days of the termination.

41.6.2.2 No existing employee can be terminated in any manner other than pursuant to this award under which they are employed at the time of commencement of the Traineeship.

41.6.2.3 An employer who chooses not to continue the employment of a trainee upon the completion of the traineeship must notify, in writing, the state training authority of their decision.

41.6.3 The trainee must be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the traineeship agreement.

41.6.4 Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period must be counted as service for the purposes of the award or any other legislative entitlements.

41.6.5 The traineeship agreement may restrict the circumstances under which the trainee may work overtime and shiftwork in order to ensure the training program is successfully completed.

41.6.6 No trainee may work overtime or shiftwork on his or her own unless consistent with the provisions of the award.

41.6.7 No trainee may work shiftwork unless the parties to a traineeship scheme agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork trainees.

41.6.8 All other terms and conditions of the award that are applicable to the trainee or would be applicable to the trainee but for this appendix apply unless specifically varied by this appendix.

41.6.9 A trainee who fails to either complete the traineeship or who cannot for any reason be placed in full-time employment with the employer on successful completion of the traineeship will not be entitled to any severance payments payable pursuant to termination, redundancy provisions or similar provisions.

41.6.10 The training provider will develop and support the training program in accordance with the requirements of the AQF accreditation and the State Training Authority requirements for the delivery of the approved traineeship.

41.6.11 Existing employees who undertake a traineeship under this award must have no change in their employment status or entitlements under the agreement as a consequence of undertaking such traineeship.

41.7 WAGES

41.7.1 The weekly wages payable to trainees are as provided in this clause.

41.7.2 A trainee's weekly wage rate is the relevant weekly wage rates which would otherwise have applied under this award or proportionately for part-time employees provided that off-the-job training will be unpaid.

41.8 SPECIAL ARRANGEMENTS

Subject to the foregoing, the NSW Industrial Relations Commission may be requested to determine the appropriate wage rates and/or conditions of employment for any Traineeship not regarded by the parties or any of them as appropriately covered by this Appendix.

41.9 ADDITIONALITY AND LICENSING

41.9.1 Trainees will not be required to perform any duties which will conflict with licensing requirements, e.g. they will not carry firearms until licensed.

41.9.2 Trainees will receive the same level of supervision as is received by new employees engaged under probation. Such supervision must continue for a period of at least three months.

41.9.3 For the first month of the level 2 traineeship, a trainee security officer must be rostered with at least one other guard on shift at the same site who is accessible to the trainee.

41.10 MONITORING OF AGREEMENT

41.10.1 The parties to this appendix agree to the establishment of an industry committee to monitor the impact of the traineeship across the industry.

41.10.2 Such committee will be known as the traineeship monitoring committee and will meet 4 times a year.

41.10.3 The committee will comprise:

41.10.3.1 One representative from ASIAL

41.10.3.2 One representative from ALHMWU

41.10.3.3 One representative from the Property Services Training Co.

42. AREA INCIDENCE AND DURATION

This award shall apply in New South Wales only. This award shall apply to the employment of employees, being members or not of the Australian Liquor, Hospitality and Miscellaneous Workers Union, in respect of the employment by an employer of gatekeepers and all persons, employed in or in connection with the industry or industries of security or watching including persons employed in control rooms to monitor, respond to or act upon alarm systems excepting persons employed as typists, stenographers, bookkeepers, switchboard operators or engaged in any clerical capacity whatsoever, and also excepting security officers employed in or in connection with a retail shop provided those security officers are directly employed by the retail shop; and also excluding the County of Yancowinna within the jurisdiction of the Security and Cleaning, &c. (State) Conciliation Committee.

42.1 INDUSTRIES AND CALLINGS

Section 1 - Caretakers and cleaners employed in or in connection with any place of business, in schools of arts, literary institutes, lodge rooms (including buildings used for lodge meetings), museums, schools and caretakers and cleaners (as distinguished from groundsmen) in sports grounds, also caretakers and cleaners employed solely in connection with churches, caretakers and cleaners employed in the Botanic Gardens in the Sydney Domain, caretakers of racecourses, agricultural grounds and recreation grounds, and cleaners employed in cleaning buildings other than grand and public stands, stables and animal pavilions on racecourses, agricultural grounds and recreation grounds, cleaners in shops, office cleaners and caretakers, lift attendants, security guards, gatekeepers, caretakers and cleaners employed in and about Strata Title units and Company Title units

and tea attendants excepting canteen workers, persons within the present constitution rule of The Health and Research Employees' Association of New South Wales and persons within the steel industry in the State, excluding the County of Yancowinna;

Section 2 - All persons employed in or in connection with the industry or industries of security or watching (in either case other than employees employed in a shop by the operator thereof during ordinary trading hours in areas intended for public access) and excepting also persons employed as typists, stenographers, bookkeepers, switchboard operators or engaged in any clerical capacity whatsoever, but not excluding persons employed in control rooms to monitor, respond to or act upon alarm systems.

Excepting - Lift attendants in hotels, clubs, boarding houses, restaurants, tea shops and oyster shops and in flats and residential chambers and establishments; Employees within the jurisdiction of the Milk Treatment, &c., and Distribution (State) Conciliation Committee, the Breweries, &c. (State) Conciliation Committee and the Cement Workers, &c. (State) Conciliation Committee; And excepting employees of - State Rail Authority of New South Wales; Urban Transit Authority of New South Wales; The Commissioner for Motor Transport; The Water Board; The Hunter District Water Board; South Maitland Railways Pty. Limited; The Electrolytic Refining and Smelting Company of Australia Proprietary Limited, Metal Manufactures Limited, Australian Fertilisers Limited and Austral Standard Cables Proprietary Limited, at Port Kembla, including employees employed by Australian Fertilisers Limited on the bone-crushing and fertiliser-mixing and bagging plant at Granville; and in connection with the manufacture of acids, chemicals and fertilisers at Villawood; Blue Circle Southern Cement Limited; The Kandos Cement Company Limited; The Council of the City of Sydney and of shire and municipal councils; The Council of the City of Newcastle; The Sydney County Council; The Broken Hill Proprietary Company Limited at Newcastle; Australian Wire Industries Pty. Ltd. at its Sydney Wiremill; Australian Iron and Steel Proprietary Limited within the jurisdiction of the Iron and Steel Works Employees (Australian Iron & Steel Proprietary Limited) Conciliation Committee and the Quarries (Australian Iron and Steel Pty Limited) Conciliation Committee; Australian Wire Industries Pty. Ltd. at its Newcastle Wiremill; The Australian Gas Light Company; The North Shore Gas Company Limited; Prospect Electricity; Electricity Commission of New South Wales; And excepting employees in or about coal mines north of Sydney, in or about coal mines in the South Coast District; And Excepting - Employees in or about metalliferous and limestone mines or in connection with mining for minerals other than coal or shale, in or about diamond and gem-bearing mines, mining dredges, ore sluicing processes, ore smelting, refining treatment and reduction works; All persons employed in or in connection with hospitals, mental hospitals, public charitable institutions or ambulance work; Persons employed in or by The United Dental Hospital of Sydney; Cleaners employed on the national ferries; Security guards employed by the Maritime Services Board of New South Wales on tugs, dredges, launches and motor boats and lighters; Gatekeepers under the control of the Department of Agriculture employed in tick quarantine areas of the State; And excepting employees within the jurisdiction of the following Conciliation Committees -

Race Clubs, &c., Employees (State);
 Special Steels and Steel Products Manufacture (Commonwealth Steel Company Limited);
 Cleaning Contractors' (State);
 Tubemakers of Australia Limited, Newcastle;
 Showground, &c., Employees (State);
 Security Officers (Waterfront);
 Sugar Workers (CSR Limited, Pyrmont);
 County Councils (Electricity Undertakings) Employees;
 Shortland County Council;
 John Lysaght (Australia) Limited Newcastle;
 John Lysaght (Australia) Limited Unanderra;
 Australia Wire Industries Pty Ltd - Newcastle Ropery;
 Tubemakers of Australia Limited, Yennora;
 Club Employees (State);
 University Employees, &c. (State);
 Smelting and Fertiliser Manufacturing (Sulphide Corporation Pty Limited and Greenleaf Fertilisers Limited);
 Shoalhaven Scheme.

42.2 The changes made to the award pursuant to the Award Review pursuant to Section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the

Industrial Relations Commission of New South Wales on 18th December 1998 (308 IG 307) take effect on 1 June 2001

PART B

MONETARY RATES

TABLE 1 - RATES OF PAY PER 38-HOUR WEEK

Classification	Rate of pay at first pay period on or after 1 July 2000
Grade 1	\$464.50
Grade 2	\$480.80
Grade 3	\$492.10
Grade 4	\$503.30
Grade 5	\$525.50

TABLE 2 - OTHER RATES AND ALLOWANCES

Item	Clause	Brief Description	Rate per Week as at 1st July 2000	Rate per Shift as at 1st July 2000
	12.1	Leading Hand Allowance		Casuals only
1		up to 5 employees	\$20.43	\$4.08
2		6 to 10 employees	\$23.17	\$4.63
3		11 to 15 employees	\$30.29	\$6.06
4		16 to 20 employees	\$34.95	\$6.99
5		Over 20 employees	\$34.95	\$6.99
6		for each employee exceeding 20, extra	\$0.55	\$0.12
7	12.2	Relieving Officer	\$20.41	
8	12.3	First Aid Allowance		Casuals only
		Industrial	\$11.53	\$2.30
9	12.4	Gun Allowance	\$7.94	\$1.58
	12.5	Locomotion Allowance		
10		Motor Vehicle / cycle		\$20.12
11		Bicycle		\$2.12
12	12.6	Meal Allowance		\$5.90
13	12.7	Fares Allowance		\$5.10
14	12.8	Overnight Meal Allowance		\$47.90

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(820)

SERIAL C0512

ACTORS (THEATRICAL) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notice of award review pursuant to section 19 of the *Industrial Relations Act* 1996.

(No. IRC 811 of 2001)

Before the Honourable Justice Marks

27 July 2001

REVIEWED AWARD

PART 1 - APPLICATION AND OPERATION OF AWARD

1. AWARD TITLE

This award shall be referred to as the Actors (Theatrical) (State) Award.

2. ARRANGEMENT

This award is arranged as follows:

Part 1 - Application and operation of award

1. Award title
2. Arrangement
3. Anti-discrimination
4. Definitions
5. Commencement date of award and period of operation
6. Coverage of award

- 6.1 Who the award applies to
- 6.2 Persons, Organisations, Industries & Employers Exempted from Coverage
- 7. Date the award starts

Part 2 - Award flexibility

- 8. Index of facilitative provisions
- 9. Enterprise flexibility provision

Part 3 - Communication, consultation and dispute resolution

- 10. Consultation and communication procedures
- 11. Dispute resolution

Part 4 - Employer and employees' duties, employment relationship and related arrangements

- 12. Terms of engagement
 - 12.1 Non-specific engagement
 - 12.2 Specific engagement
 - 12.3 Failure to produce or present production
 - 12.4 Contract of engagement
 - 12.5 Conclusion of engagement
 - 12.6 Work done after the expiration of engagement
 - 12.7 Engagement by the week
 - 12.8 Lay-off
 - 12.9 Payments made in broken week
 - 12.10 Requirement to appear nude or semi-nude
 - 12.11 Employee no longer required for specific part
 - 12.12 Special attendances-publicity
 - 12.13 Engagement is for live performances
 - 12.14 Archival recordings
 - 12.15 Travel away from place of engagement
- 13. Auditions
- 14. Stand down of employees
 - 14.1 Notification of stand down to employee and association
 - 14.2 Continuity of service during stand down
 - 14.3 Request for payment on notification of stand down
 - 14.4 Obtaining other employment while stood down
 - 14.5 Payment for public holiday's while stood down
- 15. Termination of employment & redundancy
 - 15.1 Termination of employment
 - 15.2 Redundancy

Part 5 - Wages and related matters

- 16. Classifications and wage rates
 - 16.1 Classifications
 - 16.2 Wage rates
 - 16.3 Payment in lieu of meals during travel
 - 16.4 Travel to and from airports
 - 16.5 Use of private transport when travelling
 - 16.6 Travel time
 - 16.7 Use of private transport on official duties
 - 16.8 Transportation of luggage
 - 16.9 Requirement to appear in costume etc.
 - 16.10 Wardrobe and make-up
 - 16.11 Juveniles
 - 16.12 Payment for attending rehearsals
 - 16.13 Juniors - engaged casually

- 16.14 Cancellation of engagement
- 16.15 State Wage cases
- 16.16 Overaward Payment
- 17. Payment of wages
- 18. Superannuation
- 18.1 Superannuation contributions
- 18.2 Membership of a scheme
- 18.3 Definitions

Part 6 - Hours of work, breaks, overtime, shift work, weekend work, public holidays

- 19. Hours of work and time off
- 20. Organisation of work
- 21. Number of performances
- 22. Breaks, meal intervals and allowances
- 23. Overtime
- 23.1 Engaged by the week or for a longer period
- 23.2 Engaged casually other than supernumeraries
- 23.3 General - applicable to weekly or casual engagements
- 24. Sundays and public holidays
- 24.1 Payment for employees engaged by the week or for a longer period
- 24.2 Payment for employees engaged casually
- 24.3 Prescribed public holidays
- 24.4 Christmas Day falling on a Saturday or Sunday
- 24.5 Boxing Day falling on a Saturday or Sunday
- 24.6 New Year's Day or Australia Day falling on a Saturday or Sunday
- 24.7 Additional holidays
- 25. Rosters

Part 7 - Leave of absence and annual holidays

- 26. Annual leave
- 26.1 General entitlement
- 26.2 Annual leave exclusive of public holidays
- 26.3 Time of taking annual leave
- 26.4 Annual leave taken before due date
- 26.5 Termination taken prior to twelve months service, where annual leave is taken before due date
- 26.6 Proportionate annual leave on termination
- 26.7 Employment of less than twelve months
- 26.8 Payment for annual leave
- 26.9 Annual leave to be taken
- 26.10 Recall from annual leave
- 26.11 Preparatory work whilst on annual leave
- 26.12 Annual leave loading
- 27. Sick leave - injury leave
- 27.1 Notice of inability to attend
- 27.2 Termination of engagement
- 27.3 Attendance at hospitals etc.
- 28. Leave for consultative meetings
- 29. Bereavement leave, Parental leave & Personal/Carer's leave
- 29.1 Bereavement leave
- 29.2 Maternity, Paternity & Adoption leave
- 29.3 Personal/Carer's leave

Part 8 - Transfers, travelling and working away from usual place of work

- 30. Travelling
- 30.1 Air travel
- 30.2 Country tours

- 30.3 Accommodation
- 30.4 Reimbursement to be made weekly, or otherwise by agreement
- 30.5 Cash allowance in lieu of reimbursement for expenses
- 30.6 Dispute settlement
- 30.7 Notice of travel to be given
- 30.8 Meals
- 30.9 Incidental allowance
- 30.10 Eligibility
- 30.11 Employees engaged casually
- 31. School tours
- 31.1 Hours of work
- 31.2 Number of performances
- 31.3 Travelling
- 31.4 Rates of pay
- 32. Time Books to be Kept

Part 9 - Accident Pay-Workers compensation

- 33. Accident pay - workers compensation
- 33.1 Injury/accident pay

SCHEDULE A - Standard Contract of Service for Single Plays and/or Productions

3. ANTI-DISCRIMINATION

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

NOTES

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

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

4. DEFINITIONS

- 4.1 Association means the Media, Entertainment and Arts Alliance.
- 4.2 Broken week means a week at the commencement or termination of an employee's employment in which less than the ordinary number of days work and/or performances are given.
- 4.3 Call means a call or direction by the employer to the employee to attend for work at a particular time or for the purpose of photography, wardrobe or other legitimate reason.
- 4.4 Engaged by the week means being engaged for at least a week of employment terminable only in the manner prescribed by clause 12 - Terms of engagement, of this award, or being engaged for employment to last longer than a week.
- 4.5 Engaged casually means being engaged for less than one week.
- 4.6 Engagement means the period during which the employee is engaged to rehearse, play and perform.
- 4.7 Local show means a show specified as such by the employer where the production is scheduled to take place in one location only and where the employer shall engage for such production only employees who reside in that local area.
- 4.8 Juvenile means any person under 16 years of age.
- 4.9 Negotiated rate of pay or negotiated rate means the rate of wage per week or per performance or per hour paid to an employee and is exclusive of any overtime or additional payments such as, but not limited to understudy loadings, overtime, public holiday remuneration, additional wardrobe allowance, stage managers allowance and the appropriate on-tour or travelling allowances.
- 4.10 Ordinary salary for the purposes of the annual leave clause and annual leave loading clause and superannuation clause shall mean:
 - 4.10.1 Where the performer is engaged on a weekly basis, the performer's usual weekly earnings, including loadings and penalty payments paid on a regular basis, but excluding any other penalties and allowances paid on an irregular basis such as overtime, travel, meals or wardrobe allowances and the like, or annual leave loading.
 - 4.10.2 Where a performer is engaged on casual basis, the salary as negotiated for the engagement including the casual loading provided for under this award but excluding any allowances such as overtime, travel, meals or wardrobe allowances and the like.
- 4.11 Place of residence means the place where an employee ordinarily resides. An employer may request an employee to state his or her place of residence at the time of audition or engagement.
- 4.12 Pantomime means a production with an appeal primarily for children presented during the school holiday period and shall include, in addition to the nursery stories and fairy tales hitherto presented as pantomime, such productions as "Peter Pan", "Alice in Wonderland", "The Wizard of Oz", "Snow White and the Seven Dwarfs" and the like.
- 4.13 Performance means a performance given by employees in person before an audience.
- 4.14 Playing means taking part in an actual performance.
- 4.15 Run of the play or plays means the period which in any city or cities, town or towns or states of Australia for which the employee's services have been distinctly contracted for in writing for rehearsal of and performances in a particular production of productions and commences on the first day of the

employee's rehearsal for the production or productions and concludes on the last day or night of the presentation of the production or productions in such city, cities, town or towns or states of Australia for which the employee's services have been contracted in writing. It shall include a return season or seasons in a place in which a season has already taken place if the employee's engagement is still continuing at the date of commencement of such return season.

- 4.16 Semi-nude condition means where an employee is required to appear nude except for the wearing of g-strings, pastiches, etc. or is required to appear clothed in such a manner as to expose areas of the body which have sexual connotations.
- 4.17 Suitable accommodation means single room modern motel or serviced apartment accommodation with private facilities provided that where an employee is required to stay longer than one week in a single location the accommodation must contain cooking facilities;
- 4.18 Serviced apartment means an apartment with cooking facilities for which clean linen is supplied once per week and the apartment cleaned at least once per week at the cost of the employer.
- 4.19 Time and a half, double time and double time and a half used in relation to pay respectively mean at the rate of one and a half, twice, and two and a half times the ordinary rate of pay of the employee in question calculated pro rata for the time for which the payment is to be made.
- 4.20 Time out and lay off time shall mean the time in which a production is moved from one venue to another.
- 4.21 Wages means the rate of wage per week or per performance or per hour paid to an employee and is exclusive of any overtime or additional payments such as, but not limited to, overtime, public holiday remuneration, additional wardrobe allowance, stage manager's allowance and the appropriate on tour or travelling allowances.
- 4.22 Weekly wage for the purposes of clause 21 - Number of performances, and clause 23 - Overtime, shall mean:
 - 4.22.1 For a performer earning less than one-third above the award minimum his or her ordinary rate of pay shall be the negotiated weekly wage for the purposes of calculating hourly rates, overtime, Sunday and public holiday rates and any other rates of pay based on the weekly wage.
 - 4.22.2 For a performer earning one-third or more above the award minimum rates of pay, hourly rates, overtime, Sunday and public holiday rates and any other rates of pay based on the weekly wage shall be calculated on the award rate plus one-third.
- 4.23 Words importing the masculine gender shall be deemed to include the female gender and the singular to include the plural and vice versa unless there is something repugnant or inconsistent with such interpretation.

5. COMMENCEMENT DATE OF AWARD AND PERIOD OF OPERATION

The changes made to the award pursuant to the Award Review pursuant to section 19 (6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of the New South Wales on 18 December 1998 (308 IG 307) take effect on and from 18 July 2001.

6. COVERAGE OF AWARD

6.1 Who the award applies to:

- 6.1.1 This award shall apply to all employees of the classifications mentioned in clause 16.1 - Classifications, within the jurisdiction of the Actors, &c. (State) Industrial Committee, as set out in 6.1.2 of this clause, excluding the County of Yancowinna, and excluding persons employed casually under the Club industry (Variety Artists) (State) Award.

- 6.1.2 Actors, &c. (State) Industrial Committee: Industries and Callings - Actors, actresses, aquatic artistes, circus artistes, comedians, comediennes, comperes, dancers, members of a ballet or chorus, puppet or marionette manipulators, singers, showgirls, skaters, specialty artistes, striptease artistes, supernumeraries (extras), variety artistes, vaudeville artistes, understudies and instrumental musical artistes other than a player of a piano or organ or of an instrument in an orchestra or band and who does not sing, dance or mime or speak during his or her work and models other than photographic fashion or artist's models or models who come within the constitution of the Models and Mannequins (State) Industrial Committee or the Retail Employees (State) Industrial Committee, in the State, excluding the County of Yancowinna.

6.2 Persons, Organisations, Industries and Employers Exempted from Coverage

- 6.2.1 Notwithstanding the provisions of subclause 6.1 - Coverage of Award, the only parts of this award which shall apply to any employee whose ordinary weekly wage exceeds the "upper salary limit figure" defined in 6.2.3 of this clause, and who does not come under the provisions of 6.2.2 of this clause shall be:

- (i) subclause 6.1 - Coverage of Award;
- (ii) clause 18 - Superannuation;
- (iii) clause 26 - Annual Leave;
- (iv) subclause 26.12 - Annual Leave Loading;
- (v) subclause 30.1 of clause 30 - Travelling;
- (vi) subclause 31.4 of clause 31 - School Tours.

- 6.2.2 The only parts of this award which shall apply to any employee whose ordinary weekly wage exceeds the "upper salary limit figure" defined in subclause (c) of this clause and who was not at the time of engagement resident in Australia nor an Australian citizen shall be:

- (i) clause 6 - Coverage of Award;
- (ii) subclause 30.1 of clause 30 - Travelling.

- 6.2.3 The "upper salary limit figure" shall be equivalent to the rate prescribed in subclause 16.2 - Wage Rates for a Category 1 Grade 1 Performer plus three times such rate additional.

- 6.2.4 Notwithstanding the provisions of this clause and without determining the application of this award to persons not specifically covered by this provision employed in retail shops, this award shall not apply to persons employed as a Santa Claus by a retailer in a retail shop.

6.2.5 Old Sydney Town

The provisions of the following clauses shall not apply to employees at Old Sydney Town:

- (i) subclauses 12.3, 12.5 and 12.9 of clause 12 - Terms of Engagement;
- (ii) subclauses 17.3 and 17.6 of clause 17 - Payment of Wages;
- (iii) clause 22 - Meal Intervals and Allowances, shall not apply to Old Sydney Town where a half hour paid lunch break shall apply. This lunch break shall be taken between midday and 1.30pm or, by agreement between the employer and the employee(s), between midday and 2.00pm.
- (iv) 24.1.3 and 24.1.4 of clause 24 - Sundays and Public Holidays, which refer to certain penalty payments for public holidays shall be taken as an average of the amounts prescribed in the said paragraphs 24.1.3 and 24.1.4.

7. DATE THE AWARD STARTS

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and

replaces the Actors (Theatrical) (State) Award 1997 published 24 September 1999 (310 I.G. 1021) and all variations thereof.

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

PART 2 - AWARD FLEXIBILITY

8. INDEX OF FACILITATIVE PROVISIONS

- 8.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an individual employer and an employee, or the majority of employees, in the enterprise or part of the enterprise concerned.
- 8.2 Facilitative provisions in this award are contained in the following clauses:

Clause title	Clause number
Payment of wages	17
Special attendance - publicity	12.13
Organisation of work	20
Breaks, meal intervals and allowances	22
Annual leave	26
Travelling	30
School tours	31

9. ENTERPRISE FLEXIBILITY PROVISIONS

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs, the following process will apply:

- 9.1 A consultative mechanism and procedures appropriate to the size; structure and needs of the enterprise or workplace will be established.
- 9.2 For the purpose of the consultative process the employees may nominate the Union or another to represent them.
- 9.3 Where agreement is reached, an application will be made to the Commission.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

10. CONSULTATION AND COMMUNICATION PROCEDURES

- 10.1 At each enterprise covered by this award the employer and employees and, if appropriate an appropriate representative including the union bound by this award, may establish a mechanism and procedures which enables them to communicate and consult about matters arising out of this award.
- 10.2 The award will be exhibited by each employer on his/her premises in a place accessible to all employees.
- 10.3 The employer will permit the posting of notices on a notice board in the theatre, hall or other place where employees are performing or rehearsing, to facilitate communication between employees and/or their union representatives.

11. DISPUTE RESOLUTION

- 11.1 Subject to the rights of the parties to notify any dispute to the Industrial Relations Commission of New South Wales at any time, any dispute arising from work performed under this award will be dealt with as follows:

- 11.2 As soon as practicable after the dispute or claim has arisen, the employee/s concerned will take up the matter with their immediate supervisor affording them the opportunity to remedy the cause of the dispute;
- 11.3 Where any such attempt at settlement has failed to achieve a satisfactory resolution, or where the matter in dispute is of such a nature that direct discussions between the employee/s and their immediate supervisor are inappropriate, the employee/s may notify a duly authorised representative of MEAA or other representative who will take up the matter with the employer or their representative;
- 11.4 If the matter is not then satisfactorily resolved the matter will be submitted to the Industrial Relations Commission of New South Wales for settlement.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

12. TERMS OF ENGAGEMENT

12.1 Non-specific engagement

- 12.1.1 In the case of employees not specifically engaged for a run of the play or for a particular period, and not paid the rates for those casually engaged, the employment will only be terminated on either side by two weeks notice or by the payment or forfeiture of two weeks wages. Such notice will be either given in writing or plainly posted upon the call board or other place seen by the employees in the ordinary course of their employment. Such notice will be given at any time during the week and the employee will only be entitled to payment pro rata for the time up to the expiration of the notice.

12.2 Specific engagement

- 12.2.1 In the case of a specific engagement for a run of the play or plays the employer shall give the employee not less than three weeks notice in writing of the conclusion of the tour, season or run except in a case where the tour, season or run has occupied five weeks or less at the time of the giving of the notice when the period of the notice shall be not less than two weeks.
- 12.2.2 In the case of a specific engagement for a run of the play or for a particular period the ordinary rules of law relating to contracts shall apply and be binding on both employer and employee.
- 12.2.3 Provided that in the cases of 12.2.1 and 12.2.2 hereof, if the employee has been employed by the employer for a consecutive period of fourteen months from the date of the employee's opening performances, then the engagement may be terminated by either party giving four weeks notice of such termination in writing to the other party. Such notice shall not be given so as to take effect while the company in which the employee is performing is in New Zealand, Tasmania, Perth or Newcastle or is in direct transit between any such places.

12.3 Failure to produce or present production

If the employer fails to produce or present the production for which the employee is definitely engaged or if the run of the play for which the employee is definitely engaged is less than four weeks, the employer shall pay to the employee in satisfaction of all claims, excepting claims in relation to any money due to the employee for travel and rehearsal, a sum of money not less than four weeks wages at the employee's prescribed rate of pay unless the engagement of the employee was originally for a lesser period than four weeks, in which case the employer shall pay to the employee in satisfaction of all claims, excepting claims in relation to any money due for travel and rehearsal, a sum of money equivalent to the wages for that period of engagement.

12.4 Contract of engagement

- 12.4.1 An employee may only be engaged for a run of the play or the particular period if such engagement is confirmed in writing.

12.4.2 Where a contract is issued with terms and special conditions inconsistent with the standard contract form prescribed by this award, such terms and special conditions shall be void to the extent of the inconsistency, and shall be deemed to be in the form prescribed.

12.5 Conclusion of engagement

12.5.1 At the conclusion of the run of the play or the particular period for which the employee was engaged, the employer must pay the cost of returning the employee to the place of engagement.

12.5.2 Should the employee leave the employer's employ during the course of a run of the play or particular period for which he or she has been specifically engaged, except as provided in 12.2.3 hereof, such employee shall be responsible for his or her own return fare unless such leaving is justified by and directly attributable to a breach by the employer of this award, or of the agreement signed between the employer and the employee with respect to the employment, in which case the fare shall be paid by the employer.

12.6 Work done after the expiration of engagement

If any work is done by an employee for the employer after the time of the expiration of the notice under 12.1, 12.2.1 or 12.2.3 hereof, or after the expiration of a particular period in accordance with 12.2.2 hereof as the case may be, otherwise than in pursuance of a separate weekly or run of the play engagement or an engagement for a particular period, it shall be paid for at casual rates or at one-sixth plus 15 per cent of his or her negotiated rate (per performance), whichever is the greater.

12.7 Engagement by the week

Employees to become entitled to be treated as being engaged by the week shall perform such work as is agreed upon in writing or, in the event that no such agreement has been entered into, such work as the employer shall from time to time require on the days and during the hours usually worked by the class of employees affected.

12.8 Lay-off

The employer shall have the right to lay-off an employee at the applicable award rate for not more than three weeks during such period of 26 weeks (pro rata for any period of less than 26 weeks):

12.8.1 Lay-off time allowable under this clause may be accumulated to a total of three weeks.

12.8.2 The employee may be called upon to attend rehearsal and/or publicity calls during the last two days of any period of time out.

12.8.3 Lay-off time allowable under this clause shall only be applied on movement of a production from one theatre to another, excepting by mutual agreement between the employer and the employee.

12.9 Payments made in a broken week

Payments made in a broken week, or where a production is transferred from one location to another and where lay-off time is not applicable (transfer weeks), shall be on the following basis:

12.9.1 Rehearsal days at the beginning of the engagements shall be paid at the rate of one-sixth of the negotiated rate.

12.9.2 Performance shall be paid at the rate of one-eighth of the negotiated performance salary.

12.9.3 Where a production is transferred from one location to another and where layoff time is not applicable, and where a mix of performing and non-performing days occur, the employee shall receive his or her ordinary performance salary in full.

12.10 Requirement to appear nude or semi-nude

If an employee shall be required to appear nude or semi-nude such requirement shall be specified in the contract of engagement or in the case of employees not specifically engaged for a run of the play or a particular period, specified at the time of engagement.

12.11 Employee no longer required for specific part

Should the employer deem it necessary or desirable that the employee should not play the part for which he or she was engaged, the employer may during the rehearsal period or within two weeks from the date on which the employee has first played the said part and notwithstanding anything hereinafter contained, either give the employee notice in writing terminating his or her engagement and replace the employee in that part within three weeks from the date on which the said notice is given, or where possible, employ him or her in an alternative role.

12.12 Special attendances - publicity

12.12.1 Other than television or radio

12.12.1(a) Attendance prior to commencement of employment

12.12.1(a)1 A prospective employee may be required by the employer for the purposes of wardrobe, fitting, publicity, public relations, still photography or any matter connected with an employer's business (except radio or television appearances and/or interviews), to attend at the employer's place of business, a still photographic studio or in another location agreed between the employer and the prospective employee.

12.12.1(a)2 The employer will pay the prospective employee for the time of such attendance, including travel time, pro rata at the casual rehearsal rate prescribed by clause 16 of this award, with a minimum payment for three hours.

12.12.1(a)3 The employer will pay the prospective employee for the cost of travel to any venue or location. Such attendance will be within the ordinary hours of work prescribed in clause 20 of this award.

12.12.1(b) Attendance during period of employment

If, for the purpose of wardrobe, fitting, publicity, public relations, still photography or any other matter connected with the employer's business the employer directs an employee to attend for that purpose, the time of such attendance will be counted as time worked with a minimum time to be credited to an employee of two hours for each attendance. However, should such a special attendance be required before, during or after a rehearsal or performance call, the time so spent will be counted as time worked.

12.12.2 Television and radio

Where a segment of a production in which the employee is performing is filmed or otherwise recorded for publicity purposes with the intention that it will be transmitted by television or radio, the following provisions will apply:

12.12.2(a) If the segment is to be made up to an advertisement for the production for the purposes of being transmitted as paid advertisement, the employee will be paid at the hourly rate prescribed by the Actors Etc. (Television) Award 1998 or any subsequent variation or replacement of that award, with a minimum payment as for four hours.

12.12.2(b) If the segment is to be transmitted as a news item or used as a current affairs programme

the transmission time will not exceed five minutes. The employer will, in the case referred to in the preceding paragraph stipulate to the transmitting station that the recording is to be transmitted once only in each city or town where the production is being presented, such transmission to take place during or prior to the presentation of the production in that town or city.

- 12.12.2(c) The maximum time of any recording call outside the theatre will be four hours. All time worked in excess of four hours will be paid for at the appropriate penalty rate.
- 12.12.2(d) An artist will not be required in accordance with subclauses 12.13.2(b) and above to perform on any more than two television shows in any one city. Any performances in excess of two will be paid in accordance with subclause 12.13.2(a) of this clause.
- 12.12.2(e) An artist will give such press, radio, television and other interviews as the management will reasonably require and attendance at such interviews including the time travelled to and from the place of interview will be counted as time worked.
- 12.12.2(f) Employees will not be directed to take part in publicity or recording calls except between the hours of 9.00 a.m. and 11.00 p.m.

12.13 Engagement is for live performances.

Engagement under the terms of this award is for live performance. Except as provided in clauses 12.13 and 12.15, recording of a live production will be subject to the following:

- 12.13.1 The terms and conditions for a recording of a live production will be agreed between the employer and the employee and such agreement will be made in writing prior to the commencement of such recording.
- 12.13.2 The above sub-clause is subject to the employer informing the union which is party to this award and has members employed on the production of the intention to record a live production.
- 12.13.3 Reasonable written notice by the employer of the intention to record a live production in accordance with this clause will be given prior to the proposed recording to employees and to the union where any of them are members of the union.

12.14 Archival recordings

Despite clause 12.14 which prescribes the terms of recording a live production, an employer may record a live production for archival purposes upon the following conditions:

- 12.14.1 The employer will give seven days notice in writing of the intent to make such a recording and seeking the employee's consent.
- 12.14.2 The employee's consent in writing to the recording will be communicated to the employer within four days and will not be unreasonably withheld.
- 12.14.3 The recording will not be used to assess the artistic standard of any past, present or potential employee.
- 12.14.4 The recording will be clearly identified as being a recording for archival purposes and a list containing the names of all participants and the date and place on which the recording was made will be attached to and stored with the recording.
- 12.14.5 No additional work will be involved in the making of the recording.
- 12.14.6 Any recording so made will only be used for archival purposes.

12.15 Travel away from place of engagement

Where an employee is required to travel away from his or her place of engagement he or she shall be paid:

- 12.15.1 his or her weekly wage until he or she is returned to the place of engagement at the conclusion of the tour or engagement;
- 12.15.2 for the day of departure and return; and
- 12.15.3 pro rata for any broken weeks at the beginning or the end of the tour engagement.

13. AUDITIONS

- 13.1 Prior to engagement the employer has the right to audition a potential employee without payment provided that such auditions are held in private.
- 13.2 Despite clause 13.1 if the number of auditions requested by the employer exceeds three in any period of 28 days the potential employee shall be paid for each audition in excess of three in any period of 28 days at the casual rate as prescribed in clause 16 - Classifications and wage rates, of this award.

14. STAND DOWN OF EMPLOYEES

Despite anything elsewhere contained in this award, an employer may deduct payment for any day or part thereof where an employee cannot be usefully employed because of any strike, ban on work, or any other stoppage or interference beyond the control of the employer but subject to the following conditions:

14.1 Notification of stand down to employee and association

Where the employer proposes to exercise the right given hereunder, it shall notify the employee and advise the Media, Entertainment and Arts Alliance accordingly. During the period such notification remains in force, the employee shall be deemed to be stood down for the purpose of this subclause.

14.2 Continuity of service during stand down

An employee who is stood down as aforesaid, shall be treated for all purposes (other than payment of wages) as having continuity of service and employment notwithstanding such stand down.

14.3 Request for payment on notification of stand down

An employer, if requested by an employee who has been stood down or is about to be stood down under this clause, shall on the day of the stand down or as soon as practicable pay the employee:

- 14.3.1 All monies excluding annual leave due and payable to the employee under his or her contract of employment as at the date on which the employee is stood down.
- 14.3.2 Any payments which would be made to the employee under clause 26 - Annual leave, of this award, as if the employment of the employee was terminated on the date he or she was stood down, provided that such payments shall if the employer so determines or the employee so requests, be limited to a period of annual leave which is the same length as the period for which the employee is stood down. Any payment made under this paragraph shall be in lieu of and in full satisfaction of any entitlement of the employee under clause 21 - Number of performances, of this award, for the period of service in respect of which such payment is made.

14.4 Obtaining other employment while stood down

An employee who is stood down shall be entitled to take other employment. On obtaining other employment the employee shall advise the employer immediately of his or her commitment. If the employer objects to such commitment, and if no agreement is reached, the matter will be dealt under the dispute resolution procedure contained in clause 11.

14.5 Payment for public holiday's while stood down

Notwithstanding anything hereinbefore contained, an employer will not deduct payment for any day prescribed by this award as a public holiday which occurs during the period of stand down of an employee, except to the extent that such employee becomes entitled to payment for the holiday in other employment. An employee claiming payment for a public holiday under this paragraph shall, if required by the employer, furnish a statutory declaration setting out details of any other employment during this period and the remuneration received herein.

15. TERMINATION OF EMPLOYMENT AND REDUNDANCY

15.1 Termination of Employment

15.1.1 The period of notice in clause 12, will not apply to any employee in the case of dismissal for conduct that justifies instant dismissal, including serious neglect of duty or serious misconduct, and in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

15.1.2 In the case of such dismissal wages shall be payable for the employment up to but not after the time of dismissal.

15.1.3 In the event of any such employee being away from his or her place of engagement, the employer shall pay the fare of the employee back to the employee's place of engagement and the employer shall ensure that the employee is returned to the place of his or her engagement as expeditiously as possible, provided that an employee shall have the right to appeal against such dismissal.

15.2 Redundancy

15.2.1 Application

- (a) This clause shall apply in respect of full-time and part-time employees.
- (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (c) Notwithstanding anything contained elsewhere in this clause, this clause 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.
- (d) Notwithstanding anything contained elsewhere in this clause, this clause 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.

15.2.2 Introduction of Change

- (a) Employer's duty to notify
 - (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) 'Significant effects' include termination of employment, major changes in the

composition, operation or size of the employer's 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.

Provided that where the award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(b) Employer's duty to discuss change

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

15.2.3 Redundancy

(a) Discussions before terminations

- (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 pursuant to subparagraph (1) of paragraph (a) of 15.2.2 above, 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.
- (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 subparagraph (1) of this subclause 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 on the employees concerned.
- (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 workers 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.

15.2.4 Termination of Employment

(a) Notice for Changes in Production, Programme, Organisation or Structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in

accordance with 15.2.2 (a)(1) above.

- (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

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

(b) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with 15.2.2(a)(1) above:

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

(c) Time off during the notice period

- (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.
- (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.

(d) Employee leaving during the notice period

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

(e) 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.

(f) Notice to Centrelink

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.

(g) Centrelink 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 the Department of Social Security.

(h) Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of 15.2.2 above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment 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 rates for the number of weeks of notice still owing.

15.2.5 Severance Pay

- (a) Where an employee is to be terminated pursuant to 15.2.4 above, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

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

Under 45 Years of Age	Years of Service 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

- (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

- (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.

(b) 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 paragraph (a) above.

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

(c) 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 paragraph (a) above if the employer obtains acceptable alternative employment for an employee.

15.2.6 Savings Clause

Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

PART 5 - WAGES AND RELATED MATTERS

16. CLASSIFICATIONS AND WAGE RATES

16.1 Classifications

16.1.1 Performer is an employee who takes part in a performance and includes an actor, singer, dancer, understudy/swing performer, variety artist, puppeteer, compere, comedian or any other type of performer.

16.1.1(a) Performer - Category 1

16.1.1(a)(i) Performer Grade 1

16.1.1(a)(i)(1) A performer with less than three years experience in the entertainment industry who is employed in theatrical productions performing as directed to an existing script or score choreography and who is required to exercise his or her artistic skills to a professional standard as required. An employee at this level shall have appropriate qualifications or be able to demonstrate he or she possesses skills of an equivalent standard.

16.1.1(a)(i)(2) Indicative tasks:

acting;
singing;
dancing;
skating;
aquatic performing;
understudying; and
any other type of performing.

16.1.1(a)(ii) Performer Grade 2

A performer with more than three years experience in the entertainment industry provided that the performer's theatrical engagements over the three year period amount to eighteen weeks employment or an equivalent amount of work in other areas, who is employed in theatrical productions and performs the same duties as set out above but at a standard above and beyond that of a Grade 1 Theatre Performer.

16.1.1(a)(iii) Principal - Opera

A performer who is employed to undertake lead roles in opera and operetta.

16.1.1(a)(iv) Supernumerary

A person employed to appear only incidentally or in background and who does not speak or sing or dance or perform individually as directed.

16.1.1(b) Performer - Category 2

16.1.1(b)(i) A performer who is employed as an act or part of an act in theatrical/live entertainment performances and who is responsible for the primary development of the work to be performed.

16.1.1(b)(ii) Indicative tasks:

As per category 1; and

In addition tasks relating to the development of the work to be performed, such as but not limited to, developing the script and concept for the performance, selecting the music, and generally determining the content and presentation of the performance.

16.1.2 Understudies

Star role, leading role, supporting role and minor supporting role for the purposes of clause 16.2 of this award shall mean:

- 16.1.2(a) Star role, is a role where the salary of the employee concerned exceeds the upper salary limit figure prescribed in 6.2.3 of this award.
- 16.1.2(b) Leading role is a role where the salary of the employee concerned exceeds double the performer's Grade 1 rate prescribed in clause 16.2 of this award but is less than the upper salary limit figure as set out in the preceding provision.
- 16.1.2(c) Supporting role is a role where the employee is required to speak by him or herself more than 40 words or to sing solo more than 40 bars of music in the aggregate, or to dance solo more than 40 bars of music in the aggregate. A supporting role includes a situation where an employee performs such a role as part of a duo, trio or quartet.
- 16.1.2(d) Minor supporting role is a role of lesser requirements than those that apply for a supporting role.
- 16.1.2(e) Swing performer is an employee who is engaged to understudy multiple roles in a production and who does not normally appear costumed on stage before an audience during the performance. Agreement may be reached between the employee and the employer that the employee can appear costumed on stage once during the performance for the duration of one musical number. Such appearance shall not exceed ten minutes duration.

16.1.3 Assistant Stage Manager means an employee directed by a full-time stage manager to perform duties pertaining to stage management. Specifically an Assistant Stage Manager will not be required to be

responsible for musical and/or lighting management.

16.2 Wage rates

The minimum rates of pay to be paid by an employer to an employee for work, inclusive of work in or incidental to either performance or rehearsals or both, shall be as set out hereunder:

16.2.1 Engaged by the week (age 16 and over)

Category and classification	Total minimum weekly rate of pay From 20 Oct 1999	Total minimum weekly rate of pay From 30 Nov 2000
	\$	\$
Category 1: Performer		
Grade 1	537.80	552.80
Grade 2	577.50	592.50
Category 2: Performer	577.50	592.50

16.2.2 Supernumeraries, understudies and higher duties

16.2.2(a) Supernumeraries engaged by the week shall be paid a minimum hourly rate with a minimum payment for a week as follows:

	From 30 Nov 2000
	\$
Total minimum hourly rate	15.63
State Wage case adjustment	0.41
Total minimum hourly rate	16.06

Per hour with a minimum payment for a week as follows:

	From 30 Nov 2000
	\$
Total minimum rate (minimum one week payment)	277.05
State Wage case adjustment	0.45
Total minimum rate (minimum one week payment)	277.50

16.2.2(b) Supernumeraries on tour shall be paid the Category 1 Performer Grade 1 rate of pay together with the touring allowance as hereinafter specified.

16.2.2(c) An employee who as part of his or her duties is required by the employer to act, as an assistant stage manager shall be paid in addition to the applicable weekly rate hereinbefore-specified \$26.09 per week from 30 November 2000.

16.2.2(d) A member of the ensemble of performers who acts as dance captain or who under the direction of the employer or the employer's representative supervises the work of the ensemble of performers shall be paid not less than \$26.09 per week from 30 November 2000 in addition to the per week rate.

16.2.2(e) An employee is required by the employer to act as understudy, the employee shall be paid an additional amount for each plot as follows:

<u>Part understudied</u>	<u>Amount per week</u>
	\$
Star role	35.91
Leading role	25.65
Supporting role	15.39
Minor supporting role	12.31

Where an employee is engaged to understudy a plot which comprises more than one role, the employee shall receive one weekly loading only for understudying all or part of that plot - that being the highest loading applicable for the role or roles.

- 16.2.2(f) If an employee is required to perform in a plot in which he or she is acting as understudy the employee shall be paid an additional amount per performance as follows:

<u>Part performed</u>	<u>Amount per performance</u>
	\$
Star role	76.95
Leading role	51.30
Supporting role	30.78
Minor supporting role	24.62

Where an employee is engaged to perform a plot which comprises more than one role, the employee shall receive one performance loading only for performing all or part of that plot - that being the highest loading applicable for the role or roles performed provided that:

where a swing performer is understudying a supporting or minor supporting role aggregate payments to the swing performer may not exceed the negotiated rate of pay paid to the employee whose part is being understudied.

- 16.2.2(f)(i) For the purposes of 16.2.2(e) and 16.2.2(f) a "plot" is a role or roles for which an employee is principally engaged. The principal engagement does not include roles for which the employee may be engaged to understudy. The plot for which the artist is engaged may comprise one or more roles as per the above definitions, and may comprise both supporting and minor supporting roles.

- 16.2.2(f)(ii) The additional payments prescribed in 16.2.2(e) and 16.2.2(f) above shall not apply in the case of ensemble companies where the performers are engaged on fixed term contracts to perform in a number of different productions.

- 16.2.2(g) An employee who is required to perform work as driver or a person in charge whilst on tour shall be paid not less than \$34.96 per week from 30 November 2000 in addition to the per week rate.

16.3 Payment in lieu of meals during travel

An employer shall pay an employee \$15.05 for each meal period which occurs during a journey provided that such allowance is not payable where the employer provides meals during the journey.

16.4 Travel to and from airports

An employee required to travel to or from an airport shall be reimbursed the cost of such transport up to a maximum of \$28.50 for any single trip provided that such reimbursement is not payable where the employer provides such transport.

16.5 Use of private transport when travelling

Where an employee requests and the employer agrees to make his or her way from one working venue to another and journeys by car he or she shall be paid by the employer an allowance equal to the money that would have been paid by the employer on his or her travelling by the form of transport by which the remainder of the company travels provided that the cost to the employer is no greater than it would have been if all employees used transport provided by the employer.

16.6 Travel time

The employer shall allow travel time as set out in the following table:

<u>Travel between</u>	<u>Travel time allowed</u>
Sydney/Canberra	1 day
Sydney/Melbourne	1 day
Sydney/Brisbane	2 days
Sydney/Adelaide	2 days
Melbourne/Adelaide	1 day
Melbourne/Brisbane	3 days
Melbourne/Canberra	1 day
Brisbane/Adelaide	3 days

In other cases reasonable time as agreed with the employer and employee shall be allowed.

16.7 Use of private transport on official duties

Where an employee agrees at the request of the employer to use his or her own motor vehicle or motor cycle for purposes other than travelling between cities and towns, the employee shall be paid an allowance of 62 cents per kilometre.

16.8 Transportation of luggage

The following provisions will apply in relation to transport of an employee's luggage.

16.8.1 The employer will reimburse an employee for the transportation of an employee's luggage when travelling up to a maximum weight of 40 kilograms.

16.8.2 The employer will reimburse the employee for the cost of insurance of the employee's luggage for loss, theft or damage when travelling.

Provided that such reimbursement will not be payable where the employer provides transport of luggage.

16.9 Requirements to appear in costume etc.

Where the employer requires an employee to appear in costume or wear theatrical make-up the employer will reimburse the employee the cost of having to provide the following facilities:

16.9.1 Dressing room facilities with mirrors, lockers with hanging space and locks and proper lighting, toilet and washing room facilities.

16.9.2 "Green Room" facilities when employees are not required on stage.

16.9.3 Provided that such reimbursement will not be payable where the employer provides such facilities.

16.10 Wardrobe and make-up

16.10.1 The employer will reimburse employees for the cost of:

- 16.10.1(a) special body make-up other than facial make-up if required by the employer,
- 16.10.1(b) make-up for supernumeraries,
- 16.10.1(c) shoes of suitable physical requirement where the employee is required to dance,
- 16.10.1(d) Provided that where the employer provides special body make-up, make-up for supernumeraries or dance shoes, such reimbursement will not apply.

16.10.2 An employee required by the employer to provide any suit, frock, costume, stockings, leotards, and fleshings, wigs and appurtenances and haberdashery or other article, not in the employees possession will be reimbursed his or her actual cost. Provided that where these articles are already in the employees possession, the employer will pay the employee an allowance of \$6.72 per week for each suit, frock, costume, stockings, leotards and fleshings, wigs and appurtenances and haberdashery or other article supplied by that employee with a minimum payment of \$8.43 per week.

Provided further that where the employer provides employees with the above articles, such allowance will not be paid.

16.10.3 The employer will reimburse employees for the cost of laundering and/or cleaning of the above articles. Provided that where the employer launders and/or cleans the above articles, such reimbursement will not apply.

16.10.4 The employer will pay an employee an allowance of \$4.98 per each pair of skating boots and skates and \$1.66 per week for socks and laces when the employee is required by the employer to wear such articles. Provided that where the employer provides the above articles, such reimbursement will not apply.

16.11 Juveniles

16.11.1 14 years of age and under

Not on tour - 45 per cent of the total minimum weekly rate Category 1 Performer, Grade 1 or Grade 2.

On tour - Applicable adult rate.

16.11.2 Over 14 years of age and under 16 years of age.

Not on tour - 55 per cent of the total minimum weekly rate Category 1 Performer, Grade 1 or Grade 2.

On tour - Applicable adult rate.

16.12 Payment for attending rehearsals

Prior to commencement of performances:

16.12.1 An employee who attends rehearsal only at the direction of an employer for a future production and who is not at that time employed in any current production on a weekly basis by that employer shall, for the period between the first date upon which such person is directed to attend for rehearsal and the commencement of the production, be paid the appropriate rate laid down in 16.2 hereof.

16.12.2 If an employee is engaged in a State capital city for employment and is directed to rehearse in another town or towns or city or cities he or she shall be paid the applicable weekly wage and in addition shall be paid the touring allowance specified in clause 30 of this award.

- 16.12.3 Rehearsals shall be regarded as continuous from the day of the first call to the day of the opening performance inclusive.

16.13 Juniors - engaged casually

16.13.1 Performance

- 16.13.1(a) Casual employees (other than supernumeraries, and employees provided for in 16.13.1(b) below), who are aged 16 years or over shall for each performance be paid one-sixth, plus 15 per cent thereof of the appropriate per week adult rate as set out in 16.2 hereof. The maximum length of such performance shall be three hours (exclusive of any making up or taking off).
- 16.13.1(b) An employee aged 16 years or over engaged as a variety artist or as an "act" for each performance shall be paid one-fifth plus 15 per cent thereof of the appropriate per week adult rate as set out in 16.2 hereof. The maximum length of any such performance (exclusive of making up or taking off) shall be three hours.
- 16.13.1(c) Casual employees aged 14 years and under and those aged 14 years and over and under 16 years shall be paid 45 per cent and 55 per cent respectively of the rates set out in 16.13.1(a) and 16.13.1(b) hereof.

16.13.2 Rehearsals

- 16.13.2(a) An employee aged 16 years or over who is required to rehearse by the employer shall be paid at the rate set out below for one hour (minimum) and over one hour at the rate set out below per half hour or part thereof:

	From 30 Nov 2000
	\$
Total minimum hourly rate	22.66
State Wage case adjustment	0.77
Total minimum hourly rate	23.43

- 16.13.2(b) Provided however that if the employee desires to leave the rehearsal, before the completion of one hour's rehearsal payment shall be at the rate set out below per half hour or part thereof for the time actually worked:

	From 30 Nov 2000
	\$
Total minimum half-hourly rate	11.33
State Wage case adjustment	0.38
Total minimum half-hourly rate	11.71

16.13.3 Casual supernumeraries

Casual supernumeraries shall be paid as set out below per hour with a minimum call for performance of three hours and for rehearsals of two hours:

	From 30 Nov 2000
	\$
Total minimum hourly rate	16.53
State Wage case adjustment	0.41
Total minimum hourly rate	16.94

16.13.4 Casual employees on tour

Casual employees on tour shall be paid the applicable touring allowance as set out in clause 30 - Travelling, of this award.

16.14 Cancellation of engagement

If an engagement which has been made is cancelled by the employer at a time which is less than ten days prior to the date of the performance for which the employee was engaged, the employee shall receive payment in full. If an open-air performance is postponed because of rain the employee shall receive half the fee if such an employee is re-engaged for subsequent presentation not later than three weeks after the date of the postponement, otherwise the employee shall receive full payment.

16.15 State wage cases

The rates of pay in this award include the adjustments payable under the State Wage Case of 2000. These adjustments may be offset against:

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

16.16 Overaward payment is defined as the amount (whether it be termed overaward payment or by any other term whatsoever) of any payment made to an employee and which was not made in order to comply with this award.

17. PAYMENT OF WAGES

17.1 Wages shall be paid to a weekly employee without any deduction (other than advances on account of wages, fines, tax or other deductions which the employer is bound by law to deduct) not later than 10.00 p.m. on the Thursday of each week, except in the case of a broken week when payment shall be made not later than the same hour on the night of the last performance.

17.2 Provided that should any employee be short-paid or over-paid in any week, in the case of short-payment the employee shall receive the amount short-paid on the following pay day or as soon thereafter as possible, and in the case of over-payment the amount over-paid may be deducted from the employee's wages on the following pay day or as soon thereafter as possible.

17.3 Wages shall be paid to a casual employee within fifteen minutes of the conclusion of the employee's work.

17.4 All wages will be accompanied by details clearly outlining all allowances, penalty payments and tax deductions.

17.5 Wages shall not be paid to any person other than the employee entitled to such wages or a person authorised by the employee in writing to collect wages on their behalf.

17.6 All monies shall be paid in cash or by bank cheque, unless the employee agrees, in writing, to some alternative.

17.7 The employer shall provide the employee with a group certificate no later than 30 days following the end of the financial year.

17.8 Reimbursements to employees provided for in this award will be paid weekly on presentation by the employee of receipts.

18. SUPERANNUATION

18.1 Superannuation contributions

18.1.1 In addition to other payments provided for under this award, the employer shall, subject to this clause, make a superannuation contribution to the Joint Union Superannuation Trust (JUST SUPER). Such payments shall be equivalent to that prescribed in Federal Government Superannuation Legislation, or 3 per cent of the employees actual rate of pay, whichever is the greater, provided that this requirement shall not apply to:

18.1.1(a) artists performing within Australia who are normally resident outside Australia;

18.1.1(b) juvenile performers, except where the junior performer is engaged on a contract of twelve weeks or longer, or has been employed in the entertainment industry for a minimum of six professional engagements or a minimum of 30 days.

18.1.2 The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Change Act 1992*, the *Superannuation Industry (Supervisor) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation as varied from time to time, governs the superannuation rights and obligations of the parties.

18.2 Membership of a scheme.

The employer shall establish at the time of the engagement, whether the employee is a member of the JUST Super Scheme.

18.2.1 In the event the employee is not a member of JUST Super and the employee has made arrangements for his/her own complying superannuation fund the employer shall request the employee to sign the following disclaimer:

"I have been supplied with an application form to join JUST Super but I do not wish to become a member of the fund as I have my own fund and I direct the employer to enter contributions into that fund".

18.2.2 In the event the employee is not a member of the JUST Super and does not have a personal fund, the employer shall request that the employee complete a Just Super application form.

18.2.3 Where a contribution is made as prescribed in this clause, the employer shall forward to the fund administrator of JUST Super the contribution, the name and address of the employee on whose behalf the contribution is made and the superannuation fund number of the employee, or in the event the employee is not a member of JUST Super, the completed application form.

18.2.4 The Superannuation contribution shall in the case of weekly employees be paid no later than seven days following the end of the last pay period in any month.

18.2.5 Where an employee signs the disclaimer the employer shall send by fax or certified mail to the fund administrator and to MEAA a copy of the completed form, together with the address of the employee concerned.

18.3 Definitions

18.3.1 For the purpose of this clause ordinary salary refers to:

18.3.1(a) where the performer is engaged on a weekly basis, the performer's usual weekly earnings, including loadings and penalty payments paid on a regular basis, but excluding any other penalties and allowances paid on an irregular basis such as overtime, travel, meals, or wardrobe allowances and the like; or

18.3.1(b) where a performer is engaged on a casual basis, the salary as negotiated for the engagement including the casual loading provided for under this award but excluding any allowances such as overtime, travel, meals, or wardrobe allowances

and the like, or annual leave loading.

18.3.2 For the purpose of this clause, JUST SUPER shall mean the fund established by the Joint Union Superannuation Trust Deed, which complies with the Australian Government's Operational Standards for Occupational Superannuation Funds.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK, PUBLIC HOLIDAYS

19. HOURS OF WORK AND TIME OFF

19.1 The ordinary hours of work shall be 40 in any one week, except for the week Monday to Saturday inclusive immediately prior to the first public performance when the hours shall not exceed 48.

19.2 Such hours shall be worked on not more than six days in any one week.

19.3 Such hours shall not exceed eight in any one day.

19.4 Such hours of work shall be worked between the hours of 9.00 a.m. and 11.15 p.m.

19.5 The minimum time to be credited to an employee for each whole time performance or dress rehearsal given shall be two and a half hours (exclusive of making up, dressing and taking off make-up, etc.) from commencement of the performance to the conclusion of the performance.

19.6 The minimum time to be credited to an employee for each rehearsal or any extra session such as wardrobe and photo calls, shall be two hours provided that where extra calls are held either immediately before or after a rehearsal or performance call they shall only be counted as time worked.

19.7 —

19.7.1 If engaged on a country tour, travel on any day on which a performance or rehearsal is to be held will occur between the hours of 9.00 a.m. and 4.00 p.m.

19.7.2 On any other day between 9.00 a.m. and 7.00 p.m.

19.8 Travel outside the prescribed hours

Should travel take place outside the hours prescribed in 19.7.1 or 19.7.2 above, the employee shall be paid at the rate of one-eightieth of his or her weekly wage for each half hour or part thereof outside those hours.

19.9 Travel time to be counted as time worked

Should the employer during the course of a normal day's work require the employee to travel, the travelling time inclusive of regular stops for comfort and refreshment shall be counted as time worked.

20. ORGANISATION OF WORK

20.1 A break of eleven clear hours between completion of one day's work and the commencement of another shall be given to the employee.

20.2 Hours worked shall be:

20.2.1 the actual hours of work from the beginning of a call, rehearsal or performance to its conclusion with a minimum as prescribed in 19.5 or 19.6; and

20.2.2 for performances and dress rehearsals, 30 minutes prior to a performance or dress rehearsal for dressing or making-up; and

- 20.2.3 fifteen minutes at the conclusion of a performance or dress rehearsal for undressing; but excluding any unpaid meal breaks under clause 22.
- 20.3 The maximum ordinary daily hours of work shall be eight after which penalty rates at time and one half for the first two hours or double time thereafter shall be paid.
- 20.4 On a day on which no performance is worked, the hours worked shall be continuous except for breaks prescribed by clause 22.
- 20.5 Within the ordinary daily hours of work employees may be required to undertake:
- 20.5.1 vocal and physical warm up immediately prior to a performance or dress rehearsal sufficient to minimise injury; and
- 20.5.2 classes and/or notes reasonably required to be completed by the employer.
- 20.6 No rehearsal may be held on a day when more than one performance of a substantially whole time nature is given, except in the case of an emergency and with the agreement of the majority of the cast.
- 20.7 Rehearsals for supernumeraries may be called at any time mutually agreed between the employer and the association. Such rehearsals shall not exceed three hours duration.

21. NUMBER OF PERFORMANCES

- 21.1 Weekly wage for the purposes of this clause shall be as defined in 4.22 of this award.
- 21.2 The maximum number of performances for which the ordinary weekly rate is paid shall be:
- 21.2.1 for performances of a substantially whole time production or pantomime, eight; and
- 21.2.2 for performances up to one hour in duration, twelve.
- 21.3 Where additional performances are undertaken as part of the ordinary hours of work the following provisions shall apply:
- 21.3.1 in the case of additional performances of a substantially whole time production (excepting pantomimes), the employee shall be paid one-eighth of his or her ordinary weekly wage for each additional performance above eight;
- 21.3.2 in the case of additional performances of pantomime exceeding eight but not exceeding twelve, the employee shall be paid an additional one-eighth of his or her ordinary weekly wage for the first performance exceeding eight and then an additional one-sixteenth of his or her ordinary weekly wage for each performance in excess of the ninth performance in any such week; and
- 21.3.3 in the case of performances up to one hour in duration, an additional payment of one-tenth of his or her weekly wage for each performance above twelve.
- 21.4 If an employee is engaged in weekly engagement to appear in two or more different contemporaneous productions for the same employer, each production shall be deemed to be a separate week's engagement for the purpose of this clause, but this shall not apply when one of the productions is a pantomime in which case the employee shall be paid one-eighth of his or her weekly wage additional for each performance exceeding eight in a week.

22. BREAKS, MEAL INTERVALS AND ALLOWANCES

- 22.1 No employee shall be required to work continuously in excess of four hours, or by agreement with a majority of the cast involved five hours, without a substantial break for a meal, recuperation and/or refreshment.

- 22.2 A break as prescribed in 22.1 above, shall be of a minimum duration of one hour if taken before 4.00 p.m. or one and one half hours if taken after that time.
- 22.3 Such breaks shall be unpaid.
- 22.4 During rehearsals a reasonable refreshment break shall be provided to employees to be counted as time worked.
- 22.5 There shall be a break of not less than 45 minutes clear of dressing, undressing, making-up or taking off make-up between the conclusion of one performance and commencement of another performance on the same day.
- 22.6 If there is a break of less than two hours between the conclusion of one performance and the beginning of the next performance the employer shall provide an employee with a satisfactory meal. Alternatively, the employer may pay to the employee an amount of \$12.45 in lieu of the said meal.
- 22.7 There shall be a clear break between the conclusion of a full rehearsal and the commencement of another full rehearsal or performance of one and a half hours.
- 22.8 Breaks for travel

The minimum breaks for travel shall be as set out below, except where the employer and the employee agree otherwise:

- 22.8.1 There shall be no work done by an employee on a day in which travel to and from the following places occurs:

- Sydney/Perth;
- Brisbane/Perth; or
- Melbourne/Perth.

- 22.8.2 Where an employee is required to travel other than as specified above, a four hour break shall be given between arrival at the destination point and any rehearsal call or performance.

23. OVERTIME

- 23.1 Engaged by the week or for a longer period

- 23.1.1 All time worked in excess of eight hours on any one day shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

- 23.1.2 All time worked in excess of 40 hours in any one week shall be paid at the rate of time and a half for the first two hours and double time thereafter.

- 23.1.3 Overtime shall not be paid twice for the same time worked.

- 23.1.4 Where an employee is paid for an extra performance or performances pursuant to clause 21 - Number of performances, of this award, the hours paid for in relation to such extra performance or performances shall not be taken into account in calculating the weekly total of hours for the purposes of 23.1.2 hereof.

- 23.1.5 All time worked during an engagement (rehearsals and performances) in excess of an average of 40 hours per week and not paid for pursuant to 23.1.1, 23.1.2 or 23.1.4 hereof shall be paid for at the rate of time and a half.

- 23.2 Engaged casually other than supernumeraries

23.2.1 If a performance is longer than three hours or if an employee is detained by the employer during an engagement for a performance for more than three hours (excluding making-up and/or taking off time) the employee shall be paid at the rate of one-sixth of the appropriate casual fee for such employee for each half hour or part thereof in excess of the said three hours that the employee is detained by the employer.

23.2.2 An employee required to work beyond the hour of 11.15 p.m. or who is detained for work or any other reason beyond the hour of 11.15 p.m. by the employer shall be paid at the rate of one-twelfth of the appropriate casual fee for such employee for each half hour or part thereof beyond 11.15 p.m. that the employee is required to work or is detained, in addition to any other payments for overtime, etc. and the ordinary fee applicable to such employee.

23.3 General - applicable to weekly or casual engagements

23.3.1 Where any of the intervals or breaks due to an employee as set out in this award are curtailed or extended beyond the hours specified overtime at the rate of time and a half shall be paid for each fifteen minutes or part thereof of such curtailment or extension.

23.3.2 If an employee is detained too late to travel by the last train, tram, bus, or vessel to his or her home (temporary or permanent as the case may be), the employer will reimburse the employee for the cost of proper conveyance to his/her home. Provided that such reimbursement will not be payable where the employer provides such conveyance.

24. SUNDAYS AND PUBLIC HOLIDAYS

For any work done on Sundays or public holidays including rehearsal the minimum rates per performance or three hour rehearsal session shall be as follows:

24.1 Payment for employees engaged by the week or for a longer period

Employees engaged by the week or for a longer period shall be entitled to payment for work on Sundays or public holidays as follows:

24.1.1 On Sunday, where the time worked is in addition to the employee's prescribed weekly hours of work, the employee shall be entitled to payment of an amount equivalent to one third of the employee's weekly wage in addition to the employee's wage for the week.

24.1.2 On Sunday, where the time worked is part of the employee's prescribed weekly hours of work the employee shall be entitled to payment of an amount equivalent to one sixth of the employee's wage for the week in addition to the employee's wage for the week, provided also that the employee's hours of work in that week shall be arranged to provide the employee with one complete day off duty in that week.

24.1.3 For work on Good Friday, Christmas Day and Labour Day or its equivalent in any state, or on any day substituted for any of those holidays, the employee shall be entitled to payment of an amount equivalent to one quarter of the employee's weekly wage in addition to the employee's weekly wage for the week.

24.1.4 For work on other public holidays the employee shall be entitled to payment of an amount equivalent to one sixth of the employee's weekly wage in addition to the employee's weekly wage for the week.

24.1.5 In the event that work is not performed on a public holiday such day shall be regarded for the purposes of clause 21 of this award and all other purposes under this award as a day on which had occurred one of the eight or two of the twelve performances per week provided for in clause 21, as the case may be.

24.1.6 An employee required to travel on a Sunday or a public holiday or any other day on which the employee would otherwise be rostered off work, shall, unless paid according to the provisions of this clause for work on that day, be entitled to payment of an amount equivalent to one twelfth of

the employee's weekly wage in addition to the employee's weekly wage for the week.

24.1.7 An employee whose rostered time off falls on a public holiday as provided for in this clause shall be allowed an additional day off at a time to be agreed between the employer and the employee, or be paid an additional days pay in lieu thereof within seven days of the holiday.

24.2 Payment for employees engaged casually

Employees engaged casually shall be entitled to payment for work on Sundays or public holidays as follows:

24.2.1 For a performance the employee shall be paid double the prescribed minimum rate per performance.

24.2.2 For a rehearsal the employee shall be paid double the prescribed casual hourly rate rehearsal rate with a minimum payment as for four consecutive hours.

24.3 Prescribed public holidays

An employee shall be entitled to public holidays without loss of pay on the following days or if required to work shall be paid for such work in accordance with the provisions of this clause:

24.3.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

24.3.2 The following days, as prescribed in NSW: Australia Day, Anzac Day, Queen's Birthday, and Labour Day; and

24.3.3 In New South Wales, the first Monday in August.

24.4 Christmas Day falling on a Saturday or Sunday

When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 27 December.

24.5 Boxing Day falling on a Saturday or Sunday

When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December.

24.6 New Year's Day or Australia Day falling on a Saturday or Sunday

When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

24.7 Additional holidays

Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in this clause, those days shall constitute additional holidays for the purpose of this award.

25. ROSTERS

An employee shall be given at least 24 hours notice of any change in his or her rehearsal and/or performance scheduled hours except during the seven day period prior to the opening performance in which case twelve hours notice shall be given.

PART 7 - LEAVE OF ABSENCE AND HOLIDAYS

26. ANNUAL LEAVE

Subject to the *Annual Holidays Act* 1944, the following provisions shall apply;

This clause applies to persons engaged by the week as defined by clause 4 - Definitions, of this award.

26.1 General entitlement

26.1.1 All employees shall be entitled to four weeks annual leave in respect of each calendar year of service.

26.1.2 Such leave to be taken on full pay at the ordinary weekly rate being paid to the employee.

26.1.3 Such annual leave shall accrue from the first day of employment for rehearsals.

26.2 Annual leave exclusive of public holidays

Where any public holiday falls within such period of leave then an additional day for each such public holiday shall be added to the period of leave.

26.3 Time of taking annual leave

26.3.1 Annual leave shall be given at a time fixed by the employer within a period not exceeding three months from the date when the right to annual leave accrued and after as much notice as is practicable and in any case not less than three weeks notice to the employee.

26.3.2 Unless otherwise mutually agreed upon, annual leave shall not be taken whilst the employee is away from his or her place of residence. If annual leave is given to the employee whilst on tour the employer shall provide air (economy) travel to his or her place of residence. Such travelling time shall be outside the employee's period of leave.

26.3.3 Annual leave may, by mutual agreement, be given and taken in two separate periods. No such period shall be less than one week.

26.4 Annual leave taken before due date

If so requested by an employee the employer may allow annual leave to an employee before the right thereto has accrued but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

26.5 Termination prior to twelve months service, where annual leave is taken before due date

Where annual leave has been granted to an employee pursuant to 26.4 hereof before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months continuous service in respect of which the annual leave was granted, the employer may deduct the amount of such excess from any remuneration payable to the employee under 26.3.1 hereof.

26.6 Proportionate annual leave on termination

Where an employee's engagement terminates and the employee has become entitled to annual leave the employer shall be deemed to have given the annual leave (or such portion of it as has not been taken by the employee) from the date of termination of the engagement and shall forthwith pay to the employee, in addition to all other amounts due to the employee, his or her ordinary pay for the period of leave due.

26.7 Employment of less than twelve months

In respect of any period of employment which is less than twelve months such period being computed from the date of the commencement of the engagement (or, where the employee has during the engagement become entitled to annual leave, computed from the date on which he or she became

entitled to annual leave), the employer shall forthwith pay to the employee, in addition to all other amounts due to the employee an amount equal to one-twelfth of his or her ordinary pay for such period of employment.

26.8 Payment for annual leave

Each employee before going on annual leave shall be paid wages for the period of leave at the ordinary weekly rate being paid to the employee.

26.9 Annual leave to be taken

The annual leave provided for by this clause shall be allowed and shall be taken and, except as provided by 26.6 and 26.7 hereof, payment shall not be made or accepted in lieu of annual leave.

26.10 Recall from annual leave

An employee once sent on annual leave shall not be recalled for duty except by mutual agreement between the employer and employee.

26.11 Preparatory work whilst on annual leave

An employee once sent on annual leave shall not be required to undertake any preparatory work for the future season.

26.12 Annual leave loading

26.12.1 Each weekly employee before going on any period of annual leave shall for each week of such leave be paid an "annual leave loading" at the rate of seventeen and a half per cent of the ordinary weekly wage prescribed herein for such employees. Such loading shall be in addition to the amount paid to the employee under this clause.

26.12.2 No loading is payable to an employee who takes annual leave wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he or she would have become entitled to annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated by applying the ordinary rate of pay applicable on that day.

26.12.3 Where payment is made in lieu of annual leave in accordance with 26.7, no loading is payable.

27. SICK LEAVE - INJURY LEAVE

An employee engaged by the week absent from his or her work on account of personal sickness, injury or accident arising other than out of and in the course of his or her employment shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:

27.1 Notice of inability to attend

27.1.1 The employee shall, where practicable and as soon as possible but in any event within 24 hours of the commencement of such absence, inform the employer of his or her inability to attend for duty and as far as practicable, state the nature of the injury or illness and the estimated duration of his or her absence.

27.1.2 Evidence satisfactory to the employer shall be produced by the employee in relation to such absence within 48 hours of the commencement thereof.

27.2 Termination of engagement

Subject to s.170CK(2)(a) of the *Workplace Relations Act* 1996 (Cth) and regulations, the employer may

terminate the employee's engagement forthwith if by reason of illness or accident the employee is absent:

27.2.1 during the four weeks prior to opening, from all rehearsal calls on three consecutive days or an aggregate of five days; or

27.2.2 during the run of the play, from twelve or more performances during a period of three consecutive calendar weeks, or from more than sixteen performances during a period of three consecutive calendar months.

27.3 Attendance at hospitals etc.

27.3.1 Notwithstanding anything contained in 27.1 or 27.2 an employee suffering injury through an accident arising out of and in the course of his or her employment requiring his or her attendance for treatment of the injury during working hours:

27.3.1(a) shall not suffer any loss of pay for the time required for such attendance; and

27.3.1(b) shall be reimbursed by the employer, subject to the provision of receipts of expenditure, by the following pay week for all expenses incurred in connection with such attendance.

27.3.2 For the purpose of 27.3.1, attendance for treatment may be attendance for treatment by a person recognised for the purposes of the appropriate State Workers Compensation or other similar legislation.

28. LEAVE FOR CONSULTATIVE MEETINGS

Each employer will allow his/her employees to attend meetings to discuss industrial matters without loss of ordinary pay provided the following conditions are observed:

28.1 At least fourteen days notice of such meeting is given to the employer.

28.2 The employer is only obliged to pay wages for the period that the employee was rostered for duty.

28.3 The employer is only obliged to pay wages for the period of the meeting if the employer is in receipt of satisfactory evidence of the employee's attendance at the meeting.

29. BEREAVEMENT LEAVE, PARENTAL LEAVE AND PERSONAL/CARER'S LEAVE

29.1 Bereavement Leave

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

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

(c) Bereavement leave shall be available to the employee in respect to the death of the person prescribed for the purposes of personal/carer's leave, provided that, for the purposes of bereavement leave, the employee need not have been responsible for the care of the person concerned.

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

(e) Bereavement leave may be taken in conjunction with other leave available under paragraphs (b),

(c), (d) and (e) of subclause 29.3 of this clause. Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

29.2 Maternity, Paternity and Adoption Leave

Conditions relating to maternity leave, paternity leave and adoption leave are those as set out in Chapter Two, Part Four of the *Industrial Relations Act 1996*.

29.3 Personal/Carer's Leave

(a) Use of sick leave

- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person as set out in section (B) of subparagraph (iii) of this paragraph, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 27 - Sick Leave - Injury Leave for absences to provide care and support for such person when they are ill. Such leave may be taken for part of a single day.
- (ii) The employee shall, if required, 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. 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.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (A) the employee being responsible for the care of the person concerned; and
 - (B) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide basis although not legally married to that person; or
 - (3) a child or an adult child (including an adopted child, step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
 - (a) "relative" means a person related by blood, marriage or affinity;
 - (b) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (c) "household" means a family group living in the same domestic dwelling.
- (iv) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's

relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(b) Unpaid leave for family purpose

- (i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person as set out in section (B) of subparagraph (iii) of paragraph (a) who is ill.

(c) Annual leave

- (i) An employee may elect, with the consent of the employer and subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (ii) Access to annual leave, as prescribed in subparagraph (i) of this paragraph, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (iii) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences, until at least five consecutive annual leave days are taken.

(d) Time off in lieu of payment for overtime

- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time agreed with the employer within 12 months of the said election.
- (ii) 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.
- (iii) If, having elected to take time as leave in accordance with subparagraph (i) of this paragraph, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (iv) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

(e) Make-up time

- (i) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (ii) An employee on shift work may elect, with the consent of the employer, to work "makeup time" (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

30. TRAVELLING

30.1 Air travel

Subject to 16.5 an employee required by the employer to travel will be reimbursed up to his or her actual cost of an economy class air fare or equivalent to destination. This provision will not apply where the employer provides and the employee elects to use employer provided transport.

30.2 Country tours

All employees required by the employer to undertake a country tour shall receive the appropriate allowance prescribed in 16.5 provided that this provision will not apply:

30.2.1 when the employer provides air travel and the employee uses such travel;

30.2.2 when the employer provides satisfactory single seat transport and the employee uses such travel.

30.3 Accommodation

30.3.1 Where an employee is required to work away from his or her place of residence the following provisions of this subclause and 30.8 and 30.9 shall apply.

30.3.2 Periods of one week or less

Where the period involved is one week or less an allowance of \$93.00 per night shall be payable provided that such allowance will not be payable where the employer provides suitable accommodation.

30.3.3 Periods of more than one week

The employer shall pay to each employee a cash allowance of \$327.00 per week or \$65.40 per night up to a maximum of the weekly allowance. Where this allowance is payable it should be paid in advance up to a maximum of one week. Provided that:

30.3.3(1) The allowance above is not payable

32.3.3(1)(a) Where the employer provides suitable accommodation.

30.3.3(1)(b) If the employer elects not to provide accommodation and the employee elects to accept reimbursement of the expense of such accommodation up to the maximum limits as follows:

<u>Destination</u>	<u>Amount</u> \$
Sydney and Melbourne	654.00
Canberra	595.00
Adelaide, Hobart, Perth, and Brisbane	535.00
Other places	476.00

30.3.3(1)(c) Shared accommodation

30.3.3(1)(c)(i) Where an employer and employees agree in writing, shared accommodation may be provided by the employer. The employer shall retain a copy of any such agreement.

30.3.3(1)(c)(ii) Where the employer is not providing accommodation and employees agree in writing to share accommodation, the reimbursement limits set by this clause shall be increased by 25 per cent in respect of such shared accommodation. A copy of such agreement shall be retained by the employer.

30.3.3(1)(c)(iii) Where there are special circumstances which an employer considers preclude him or her from being able to provide suitable accommodation the employer and the employee may agree to shared accommodation without additional payment.

30.4 Reimbursement to be made weekly, or otherwise by agreement

Reimbursement shall be made weekly or at such longer intervals as the employer and employee agree and shall be made upon presentation by the employee of a receipted account for the accommodation or such other arrangements as are agreed between the employer and the employee.

30.5 Cash allowance in lieu of reimbursement for expenses

30.5.1 In lieu of the provisions of 30.3.3 an employee may elect to take a cash allowance of \$327.00 per week or \$65.40 per night up to a maximum of the weekly cash allowance.

30.5.2. Where an employee elects to take this allowance it shall be paid in advance up to a maximum of one week.

30.6 Disputes settlement

Any dispute as to the operation of this clause or as to whether accommodation provided by an employer is suitable accommodation as is required by this clause, shall be dealt with in accordance with the dispute resolution procedure in clause 11.

30.7 Notice of travel to be given

30.7.1 When any travel in excess of one week in duration is required as much notice as is practicable and at least fourteen days notice shall be given to employees.

30.7.2 Such notice shall also include, where the employer is providing accommodation in accordance with this clause the details of the accommodation to be provided.

30.7.3 The employee shall indicate within fourteen days of the offer of accommodation whether he or she proposes to accept the offer unless impractical to do so in the circumstances.

30.8 Meals

An employee required to travel shall be paid an allowance of \$32.80 per day to a maximum of \$164.10 per week except for localities north of 26 degrees south latitude in Western Australia, where the rate shall be prescribed by the Public Service Miscellaneous Allowances Award for the locality concerned. Provided that such allowances shall not be paid where the employer provides meals of a satisfactory nature.

30.9 Incidentals allowance

An employee required to travel shall be paid an allowance for incidentals of \$10.05 per day to a maximum of \$50.25 per week except for localities north of 26 degrees south latitude in Western Australia, where the rate shall be prescribed by the Public Service Miscellaneous Allowances Award for the locality concerned.

30.10 Eligibility

30.10.1 The provisions of 30.3, 30.8 and 30.9 above shall not apply:

30.10.1(a) with respect to an employee who is engaged to work at a single location away from his or her place of residence for a specific period of twelve months or more;

30.10.1(b) where an employee is engaged for a local show.

30.10.3 The provisions in this clause shall be applicable as though the place of residence of the employee had been correctly stated, where an employer:

- 30.10.3(a) avoids or seeks to avoid the operation of this clause by inducing any employee or prospective employee to misrepresent his or her place of residence; or
- 30.10.3(b) engages an employee where he or she knows that the place of residence of an employee or prospective employees has been misrepresented.

30.11 Employees engaged casually

30.11.1 Fares and class of travel

An employee who lives in a particular city or town (either temporarily or permanently) and who is under casual engagement to perform any work at any place away from the city or town to which he or she resides shall be reimbursed for the cost of first class rail or other transport provided that this provision shall not apply where transport is provided by the employer.

30.11.2 Accommodation and meals

30.11.2(a) The employer shall provide for any casual employee who is obliged to remain and lodge overnight at any place other than his or her usual place of abode, the current daily travelling allowance rate plus \$12.45 for each meal provided that such allowances will not be payable where the employer provides reasonable accommodation and meals at a hotel/motel or boarding house.

30.11.2(b) If the employee's performance concludes after 11.00 p.m. at a place which is 155 kilometres or more by road from the employee's home town or city and if no rail transport to his or her home town or city is available within two hours of the conclusion of his or her work, the employer shall pay to the employee the current daily travelling allowance rate provided that such allowance will not be payable where the employer provides overnight lodging.

30.11.3 Additional rate payable if absence from home town greater than 24 hours

Should the total time of an employee's absence from his or her home town, including the time occupied in the outward and return journey to and from the employment exceed 24 hours, he or she shall be paid in addition to the applicable rate one half of the casual performance rate hereinbefore provided for each period of twelve hours or part thereof of such excess in addition to the provisions of lodging and meals.

31. SCHOOL TOURS

The following provisions shall form part of, but not exclusively be, the provisions applying to school tours:

31.1 Hours of work

31.1.1 The ordinary hours during which a school performance may be held shall be within the usual school hours in that school and up to one hour after such usual school hours, provided that an employee is not required to be at any central pick-up point more than one hour before the usual school starting time.

31.1.2 There shall be a break of at least 40 minutes clear of any dressing, undressing, making-up or taking off make-up provided for lunch.

31.1.3 There shall be a break of at least fifteen minutes between the conclusion of one performance and the commencement of another performance in the same school.

31.1.4 Thirty minutes shall be allowed to an employee for preparatory duties such as dressing and make-up incidental to a performance or dress and/or make-up rehearsal, and fifteen minutes shall be allowed after such a performance or rehearsal for undressing, removing make-up. Such time

shall be counted as working time.

31.2 Number of performances

The number of performances constituting a week's work shall not exceed:

31.2.1 ten when such performances are each of no longer duration than one and a half hours (or two hours inclusive of discussion subsequent to the performance);

31.2.2 fifteen when such performances are each of no longer than one hour;

31.2.3 each performance in excess of ten or fifteen (as the case may be) shall be paid for at the rate of one-tenth of the employee's weekly wage extra.

31.3 Travelling

31.3.1 An employee shall not, on any one day, be required to make more than one move from one school to another.

31.3.2 An employee shall travel as directed by the employer by mutual agreement with employee, the employer and the association.

31.3.3 Where an employee requests to make his or her own way to the next working venue and the employer agrees, the employee shall be paid an allowance equal to the money that would have been paid by the employer on his or her travelling by the form of transport by which the employer did or would have transported the employee or the remainder of the company.

31.4 Rates of pay

Employees paid under this clause shall be paid at a minimum the rates set out hereunder:

31.4.1 Rehearsals - the performer rate as set out in clause 16 - Classifications and wage rates.

31.4.2 Performances - the performer rate as set out in clause 16 plus ten per cent (10 per cent) thereof.

32. TIME BOOKS TO BE KEPT

(a) Subject to Division 2 of Part 3 of the Industrial Relations (General) Regulation 1996, the employer shall keep a time book or time sheet, relating to employees. These are to be kept by the employer in English and are to contain the following particulars:

(i) The full name of the employer.

(ii) The full names of the employees.

(iii) The occupation and the classification of the employees under this award.

(iv) The number of hours worked by each employee during this week.

(v) The number of hours worked by each employee concerned during each day and the times of starting and ceasing work.

(vi) The amount of wages paid to each employee showing deductions from those wages.

(vii) All other particulars as are necessary to show that the requirements of this award relating to hours and wages (including overtime and other payments) are being complied with.

(b) The time book or time sheet shall, after all the time worked previous to the entry by an employee has been entered therein, be produced to such employee and such entry, if correct, shall be vouched for by the employee's signature in the time book or time sheet, and the entries of the

time so worked may be checked by an accredited representative of the Union if such representative be available at the place of business and by the employer's representative who shall, if the entries be correct, vouch for them by their signature in the time book or time sheet.

- (c) The time book or time sheet with all the entries therein and the relevant wages receipt shall, on demand, be produced by the employer for inspection at the place where they are kept, subject to section 298 of the *Industrial Relations Act 1996*.

PART 9 - ACCIDENT PAY - WORKERS COMPENSATION

33. ACCIDENT PAY - WORKERS COMPENSATION

During the entire period of an employee's employment by the employer, the employee shall be insured by the employer under the provisions of the relevant *Workers Compensation Act* and shall be entitled to the following payments:

33.1 Injury/accident pay

33.1.1 Every employee to whom this award applies shall, subject to and in accordance with this award, be entitled to accident or injury pay.

33.1.2 The employer shall observe the conditions hereinafter prescribed, namely:

- 33.1.2(a) The employer shall pay and an employee shall be entitled to receive accident or injury pay in accordance with this subclause.
- 33.1.2(b) Accident pay means a weekly payment of an amount being the difference between the weekly amount of Workers Compensation paid to an employee pursuant to the provisions of the relevant Workers Compensation Act and the wage to which such an employee was entitled at the date of his or her injury.
- 33.1.2(c) The employer shall pay his or her employee accident pay where the employee receives an injury for which compensation is payable by or on behalf of the employer pursuant to the provisions of the said Act.
- 33.1.2(d) The employer shall pay, or cause to be paid, accident pay during the incapacity of the employee within the meaning of the said Act until such incapacity ceases or until the expiration of a period of 26 weeks from the date of injury, whichever event shall first occur.
- 33.1.2(e) The termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident pay as hereinbefore provided.
- 33.1.2(f) An employee shall not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.
- 33.1.2(g) In the event that an employee receives a lump sum in redemption of weekly payments under the said Act, the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.
- 33.1.2(h) Where the employee recovers damages from the employer or from a third party in respect of the said injury independently of the said Act, he or she shall be liable to repay to his or her employer the amount of accident pay which the employer has paid under this subclause and the employee shall not be entitled to any further accident pay thereafter.

SCHEDULE A

STANDARD CONTRACT OF SERVICE FOR SINGLE PLAYS AND/OR PRODUCTIONS**PART 1**

This Contract is dated the day of 19.....
between

.....
of

(name of employer)

.....

(registered address)

and Equity Number:

(name of artist)

of JUST Number:

(ordinary place of residence)

Artist's Agent or Contact:

Address:

Telephone number: Facsimile number:

Name of Production:

Whereby the employer agrees to engage the Artist under the terms and conditions shown below and overleaf.

1. PART OR PARTS TO BE PLAYED BY THE ARTIST

The artist will be employed in the above Play:

1.1 to rehearse and play the following part:

OR

1.2 to rehearse and play the following parts:

OR

1.3 to rehearse and play the part(s) of:..... and to rehearse and
play as understudy the part(s) of:.....

OR

1.4 to rehearse and play such parts in the said play as the Management may call upon the Artist to play;

OR

1.5 to rehearse and play such part or parts and rehearse and play as understudy such part or parts in the said
play as the Management may call upon the Artist to play;

OR

1.6 to rehearse and play as a swing performer.

N.B. Five (5) of the paragraphs above 1.1, 1.2, 1.3, 1.4, 1.5, 1.6 must be deleted and initialed.

Note: The use of this contract is mandatory for employees engaged below the upper salary limit.

2. TYPE OF ENGAGEMENT

Engagement shall be as defined in the Actors Theatrical (State) Award

2.1 By the week.

2.2 For the specific period up to and including:

2.3 For the run of the play in:
(venue/city/town and State/cities and/or towns and States)

2.4 For the run of the play in Australia.

2.5 For the run of the play in Australia or New Zealand.

N.B. Four (4) of the paragraphs above, 2.1, 2.2, 2.3, 2.4, 2.5 must be deleted and initialed.

3. COMMENCEMENT

3.1 Date of commencement of engagement shall be:

3.2 Date of first real rehearsal shall be (on or about):

3.3 Length of rehearsal period (on or about):

3.4 Date of opening performance (on or about):

4. ENGAGEMENT MONIES

4.1 Rehearsals

Negotiated rate: \$..... per week

Loadings:

..... \$..... per week

..... \$..... per week

..... \$..... per week

Total rehearsal rate: \$..... per week

4.2 Performance

Negotiated rate: \$..... per week

Loadings:

..... \$..... per week

..... \$..... per week

..... \$..... per week

Total performance rate: \$..... per week

Note: The only loadings to be listed above are those paid on a regular weekly basis. All other loadings or

penalties incurred must be paid in addition to the negotiated rate and listed loadings. Superannuation and annual leave entitlements shall be based on the total salary.

5. TRAVEL ALLOWANCE

5.1 Where an employee is required to work away from his or her place of residence as set out in Part 1, the travel allowance provisions of clause 30 of the award shall apply.

5.2 In accordance with clause 4 of the award the production is/is not a local show.

6. SUPERANNUATION

6.1 In accordance with clause 18 - Superannuation - of the Actors Theatrical (State) Award, the employer shall pay a superannuation contribution to JUST Super on behalf of the Artist.

6.2 The employer shall take all necessary action to confirm whether or not the artist is a member of JUST Super.

6.3.1 The artist is a member of JUST Super and confirms that his or her membership number is stated in Part 1 of the contract.

6.3.2 The artist is not a member of JUST Super and has been provided by the employer with an application form to join JUST Super and explanatory material about the fund and has completed the JUST Super application form. The artist agrees that he or she will provide a JUST Super membership number to the employer when it is available.

6.3.3 The artist is not a member of JUST Super and confirms that having been provided with the application form and the information referred to in 3.1. above she/he does not wish to join JUST Super and has signed a disclaimer as provided for in clause 18 of the award.

NOTE: Two (2) of the paragraphs above 6.3.1, 6.3.2, 6.3.3 must be deleted and initialed.

6.4 In the event that an artist signs such a disclaimer, the employer shall notify the Fund Administrator and MEAA (Equity Section) in accordance with clause 18 of the award.

7. SPECIAL CONDITIONS

Any special conditions agreed upon by the artist and the employer shall be set out in Schedule A, to be attached to this contract, provided that such special conditions shall not be inconsistent with the terms of the award.

8. ACCURACY OF EMPLOYEE INFORMATION

8.1 In connection with the employee's engagement the employer shall ensure that the Artist's name and spelling of the same in this contract will be used for billing and program purposes.

8.2 Where the producer releases biographical material of the artist for the purpose of publicising and/or in any way promoting the production, the artist shall have the right of approval over such material.

9. JURISDICTION

This contract is made and is subject to the Laws of Australia.

For the employer:

.....

(signature)

For the employee:

.....

(signature)

.....	
(name - please print)	(name - please print)
 (position)	 (position)
 (date)	 (date)
.....	
(witness)	(witness)

N.B. Unless the Artist's Agent can produce Power of Attorney, this contract must be signed by the Artist.

The Producer warrants that this contract is the standard form contract as set out in Appendix A of the Actors Theatrical (State) Award

PART 2 - GENERAL CONDITIONS

1. The terms and conditions of the Actors Theatrical (State) Award as altered and/or replaced shall apply and form part of this agreement as if the same were written herein. In the event of any inconsistency between any term of this contract and the provisions of the award, the award shall prevail.

2. The Artist is engaged exclusively by the employer and shall not during the engagement perform or otherwise exercise his or her talents for the benefit of any other company, institution or person without written consent and such consent shall not be unreasonably withheld.

3. Termination of this contract shall be in accordance with clause 12 - Terms of engagement, of the Actors Theatrical (State) Award

4. A party may elect to continue performance of this contract notwithstanding any breach by the other party of any term or condition of this contract and such performance shall not constitute a waiver of any of the rights of the first party.

5. The employer reserves the right to stand down the Artist in accordance with the provisions of clause 14 - Stand down of employees, of the Actors Theatrical (State) Award.

6. This contract may only be varied or modified in writing, signed by all the parties to the contract.

7. This contract is intended to reflect all prior understandings and, subject to clause 6 above, when signed constitutes the totality of the agreement between the parties.

8. The negotiated rate stated in Part 1 herein is the rate agreed between the parties at the point of acceptance of the engagement and pursuant to clause 4 - Engagement Monies does not include any additional payments payable under the award.

9. Except in the case of an emergency the producer shall provide the artist with a contract at least 21 days prior to the commencement date of the engagement as per clause 3 of Part 1 of this contract.

9.1 Unless there are reasonable grounds for not doing so the artist shall sign and return the contract within 14 days of receipt.

10. Notices concerning employees generally from the employer posted on the usual notice board or addressed to the artist in the care of the stage door keeper or sent to the Artist's last known address will be held to be valid notices.

10.1 Unless the artist otherwise advises in writing, the address for the service of notices under this contract

shall be the address of his or her agent or if the artist is unrepresented the artist's contact address as specified in Part 1 of this contract. Unless the Producer otherwise advises in writing, the address for the service of notices under this contract shall be the address of the Producer as specified in Part 1 of the contract. Notices shall be in writing and may be hand delivered or sent by post, or facsimile transmission.

11. One copy of the agreement duly executed by the Artist shall be retained by the employer (a further copy will be retained for office procedures only); one copy duly executed by the employer shall be retained by the Artist.

12. The Artist shall notify the stage manager of any change to his or her address.

13. All parts written or printed are the property of the employer and shall be returned to the Management whenever notice to that effect is given.

14. The Artist shall comply with the rules of the Theatre at which the company may be rehearsing or performing and with all lawful and reasonable rules of conduct made by the employer in so far as such last mentioned rules do not conflict with the terms of the contract and the award.

15. No Artist shall alter his or her part or omit any portion thereof without the express permission of the employer or its representative or disobey or neglect to carry out the reasonable directions of the Stage Manager, Director, Musical Director, Resident Director or Choreographer.

16. The Artist shall not introduce words or any material into his or her performance not in the script unless previously approved by the Management and wherever any additional material is introduced by the Artist with the employer's consent the Artist warrants that he or she has the right to use such material and is not infringing any copyright. When any such material is the property of the Artist it shall remain so.

17. The Artist shall be in the Theatre throughout the half hour immediately before the rise of the curtain and shall remain until the fall thereof unless (in either case) he or she has the express permission of the employer to be absent.

F. MARKS J.

Printed by the authority of the Industrial Registrar.

(538)

SERIAL C0493

PLASTIC MOULDING, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notices of award review pursuant to section 19 of the *Industrial Relations Act 1996*.

(Nos. IRC 5772, 5818 and 6132 of 1999 and 175 of 2000)

Before Commissioner O'Neill

27 June 2001

REVIEWED AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Contract of Employment
4.	Classifications
5.	Wages
6.	Allowances and Special Rates
7.	Hours of Employment
8.	Implementation of 38-Hour Week
9.	Shift Work
10.	Overtime
11.	Holidays and Sunday Work
12.	Extra Rates Not Cumulative
13.	Meal Breaks
14.	Rest Period for Employees
15.	Mixed Functions
16.	Payment of Wages
17.	General Conditions
18.	Annual Leave
19.	Long Service Leave
20.	Sick Leave
21.	Personal/Carer's Leave
22.	Bereavement Leave
23.	Jury Service
24.	Redundancy
25.	Superannuation
26.	Traineeships
27.	Dispute Resolution
28.	Enterprise Arrangements
29.	Consultation
30.	Training
31.	Anti Discrimination
32.	Shop Stewards
33.	Notice Board
34.	Basis of Award and Leave Reserved to Apply
35.	Exemption
36.	Area, Incidence and Duration

Appendix "A" Classification Definitions

Appendix "B" Industry / Skill Levels

PART B — MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances

PART C — TRAINING WAGES

2. Definitions

- (i) Sunday shall mean all time between midnight Saturday and midnight Sunday.
- (ii) Union shall mean The Australian Liquor, Hospitality and Miscellaneous Workers' Union, New South Wales Branch.

3. Contract of Employment

- (i) Weekly Employment - Except as hereinafter provided for, employment shall be by the week. An

employee not specifically engaged, as a casual employee shall be deemed to be employed by the week.

- (ii) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss an employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases wages shall be paid up to the time of dismissal only, or to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible. Where an employee has given or been given notice, as aforesaid, the employee shall continue in their employment until the date of expiration of such notice.

An employee who, having given or been given notice, as aforesaid, without reasonable cause, proof of which shall lie on the employee, absents themselves from work during such period, shall be deemed to have abandoned their employment and shall not be entitled to payment for work done by the employee within that period; provided that where an employer has given notice as aforesaid, an employee on request shall be granted leave of absence without pay for one day in order to look for alternative employment.

- (iii) Subject to subclause (ii) of clause 16, Payment of Wages, an employee, other than an employee who has given or who has received notice in accordance with subclause (ii), of this clause, not attending for duty shall, except as provided by clause 20, Sick Leave, of this award, lose there pay for the actual time of such non-attendance.
- (iv) Casual Employment - A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid one thirty-eighth of the weekly award wage prescribed by this award for the work which the employee performs, plus twenty per cent.
- (v) Late Comers:
 - (a) standing anything contained elsewhere in this award an employer may select and may utilise for timekeeping purposes any fractional or decimal proportion of an hour, not exceeding one-quarter of an hour, and may apply such proportion in the calculation of the working time of employee's who report for duty after their appointed starting times or cease duty before their appointed finishing times.
 - (b) An employer who adopts a proportion for the aforesaid purposes shall apply the same proportion to the calculation of overtime.
- (vi) Part-time Employment -
 - (a) An employee may be engaged by the week to work on a part-time basis for a constant number of hours which having regard to the various ways of arranging ordinary hours shall average less than 38 hours per week.
 - (b) An employee so engaged shall be paid per hour one thirty-eighth of the weekly rate prescribed by clause 5, Wages, for the classification in which the employee is engaged.
 - (c) An employee engaged on a part-time basis shall be entitled to payments in respect of annual leave, public holidays and sick leave arising under this award on a proportionate basis calculated as follows:

(1) Annual Leave -

Subject to the provisions of clause 9, Shift Work:

Where the employee has completed twelve months' continuous service - four weeks leave at the number of ordinary hours which would otherwise have been

worked during the period of leave.

Where the employee is entitled to pro rata leave on termination or at a close down in accordance with this award the employee shall receive 2.923 hours paid at the appropriate rate of wage for each 38 ordinary hours worked.

- (2) Public Holidays -Where the normal paid hours fall on a public holiday and work is not performed by the employee, such employee shall not lose pay for the day. Where the employee works on the holiday, such employee shall be paid in accordance with clause 8, Implementation of 38-Hour Week.
- (3) Sick Leave -First Year of Employment During the first year of any period of service with an employer the employee shall be entitled to sick leave equivalent to the average number of hours worked each week in accordance with subclause (vi)(a) of this clause.

During the first five months of any period of service with an employer, sick leave shall accrue at the rate of one- fifth of the average number of hours worked each week for every completed month of service. Provided further that on application by the employee during the sixth month of employment and subject to the availability of an unclaimed balance of sick leave the employee shall be paid for any sick leave taken during the first five months and in respect of which payment was not made.

Second or Subsequent Years of Employment -

During the second or subsequent years of any period of service with an employer the employee shall not be entitled to leave in excess of an amount calculated as follows:

$$\frac{\text{Average number of hours worked each week} \times 8}{5}$$

- (d) Overtime -A part-time employee who works in excess of the hours fixed under the contract of employment shall be paid overtime in accordance with clause 10, Overtime of this award.

4. Classification

- (i) Plastics Worker Grade 1 is equivalent to a Metal Engineering and Associated Industries Award Part 1 classification as follows:
Wage Group: C14
Engineering/production employee - Level I
(Proposed relativity to C10 78%)

An engineering/production employee - Level I is an employee who is undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of all employees' training:

- (a) performs general labouring and cleaning duties;
- (b) exercises minimal judgement;
- (c) works under direct supervision; or
- (d) is undertaking structured training so as to enable them to work at C13 level.

- (ii) Plastics Worker Grade 2 is equivalent to a Metal, Engineering and Associated Industries Award 1998 Part 1 classification as follows:

Wage Group: C13
Engineering/production employee - Level II
(Proposed relativity to C10 82%)

An engineering/production employee - Level II is an employee who has completed up to three months structured training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C14 and to the level of all employees' training:

- (a) works under direct supervision either individually or in a team environment;
- (b) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- (c) understands and utilises basic statistical process control procedures.

Indicative of the tasks which an employee at this level may perform are the following:

repetition work on automatic, semi-automatic or single purpose machines or equipment;
assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
basic soldering or butt and spot welding skills or cuts scrap with oxyacetylene blow pipe;
uses selected hand tools;
boiler cleaning;
maintains simple records;
uses hand trolleys and pallet trucks;
assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

- (iii) Plastics Worker Grade 3 is equivalent to a Metal, Engineering and Associated Industries Award 1998 Part 1 classification as follows:

Wage Group: C12
Engineering/production employee - Level III
(Proposed relativity to C10 87.4%)

An engineering/production employee - Level III is an employee who has completed a production/engineering certificate I or equivalent training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C13 and to the level of all employees' training:

- (a) is responsible for the quality of his/her own work subject to routine supervision;
- (b) works under routine supervision either individually or in a team environment;
- (c) exercises discretion within his/her level of skills and training.

Indicative of the tasks which an employee at this level may perform are the following:

operates flexibly between assembly stations;
operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at level C13;

non-trade engineering skills;
 basic tracing and sketching skills;
 receiving, despatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold), documenting and recording of goods, materials and components;
 basic inventory control in the context of a production process;
 basic keyboard skills;
 advanced soldering techniques;
 boiler attendant;
 operation of mobile equipment including forklifts, overhead cranes and winch operation;
 ability to measure accurately;
 assists one or more tradespersons;
 welding which requires the exercise of knowledge and skills above C13;
 assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

- (iv) Plastics Worker Grade 4 is equivalent to a Metal, Engineering and Associated Industries Award 1998 Part 1 as follows:

Wage Group: C11

Engineering/production employee - Level IV

(Proposed relativity to C10 92.4%)

An engineering/production employee - Level IV is an employee who has completed a production/engineering certificate II or equivalent training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C12 and to the level of all employee's training:

- (a) works from complex instructions and procedures;
- (b) assists in the provision of on-the-job training to a limited degree;
- (c) Co-ordinates work in a team environment or works individually under general supervision;
- (d) is responsible for assuring the quality of his/her own work.

Indicative of the tasks which an employee at this level may perform are the following:

uses precision measuring instruments;
 machine setting, loading and operation;
 rigging (certificated);
 inventory and store control including:
 licensed operation of all appropriate materials handling equipment;
 use of tools and equipment within the scope (basic non-trades) maintenance;
 computer operation at a level higher than that of an employee at C12 level;
 intermediate keyboard skills;
 basic engineering and fault finding skills;
 performs basic quality checks on the work of others;
 licensed and certified for fork-lift, engine driving and crane driving operations to a level higher than C12;
 has knowledge of the employer's operation as it relates to production process;
 lubrication of production machinery equipment;
 assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

5. Wages

- (i) The minimum adult weekly rates of pay for each classification, inclusive of the adult basic wage from

time to time effective, is as set out in Table 1 - Wages, of Part B, Monetary Rates.

- (ii) The rates of pay in this award include all the adjustments payable under the State Wage Case of 2000. These adjustments may be offset against:

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

- (iii) Junior Employees -

- (a) The minimum rates of wages for juniors shall be a percentage, according to age, of the base rate for a Plastics Worker Grade 2 listed in the following Table, and to which have been added the Arbitrated Safety Net Adjustments as set out in the said Table 1.

Age -	Percentage of Base rate for Plastics Worker Grade 2
Under 16 years of age	36.8
At 16 years of age	47.3
At 17 years of age	57.8
At 18 years of age	68.3
At 19 years of age	82.5
At 20 years of age	97.7

- (b) The total wage payable to a junior employee shall be calculated to the nearest five cents and any broken part of five cents in the result not exceeding two cents shall be disregarded.
- (c) Junior employees shall not be employed:
 - (1) if under 16 years of age, on oil and gas burners or fires used for heating small articles; or
 - (2) if under 18 years of age, on die setting on power presses or as operators of power-driven guillotines.

6. Allowances and Special Rates

- (i) Meal Allowance - For the purposes of this subclause, "the specified amount" means the amount as set out in Item 1 of Table 2 - Allowances, of Part B, Monetary Rates.

- (a) When Required to Work Overtime -

- (1) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he/she will be so required to work shall either be supplied with a meal by the employer or paid the specified amount for the first meal and for each subsequent meal, but such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.
- (2) Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal, as the case may be, the employer shall provide such second and/or subsequent meals or shall make payment of the specified amount in lieu thereof.
- (3) If an employee, pursuant to notice, has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, he/she shall be paid the specified amount for meals which he/she has provided but which are surplus.

- (b) When Required to Work on a Sunday or Public Holiday -

- (1) An employee engaged on continuous work, required to work on a Sunday or a public holiday for more than four hours without being notified on the previous day or earlier that he/she will be so required to work, shall either be supplied with a meal by the employer or paid the specified amount for the meal taken during his/her first crib break and during each subsequent crib break; provided that such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.
 - (2) An employee who, pursuant to notice, has provided a meal or meals and is not required to work on a Sunday or a public holiday or is required to work for a lesser period of time than advised, shall be paid the specified amount for meals which he/she has provided but which are surplus.
- (ii) Leading Hands Allowance - An employee appointed by an employer as a leading hand in charge of other employees shall be paid, in addition to the ordinary rates prescribed by clause 5, Wages:
 - (a) when in charge of not less than three and not more than ten employees - the amount per week set out in Item 2 of the said table 2;
 - (b) when in charge of more than ten and not more than 20 employees - the amount per week set out in Item 3 of Table 2;
 - (c) when in charge of more than 20 employees - the amount per week set out in Item 4 of Table 2.
- (iii) First-aid Allowances - An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certification from the St. John Ambulance or similar body, and who is appointed by the employer to perform first-aid duty shall be paid, in addition to the ordinary rates prescribed by clause 5, Wages, the amount per week set out in Item 5 of Table 2.
 - (a) Attendant - An employer shall endeavour to have at least one employee trained to render first aid in attendance when work is performed at an establishment.
 - (b) First-aid Outfit - See section 60 of the *Factories, Shops and Industries Act* 1962, and the regulations made thereunder.
- (iv) Special Conditions Allowances - In addition to the ordinary rates prescribed by clause 5, Wages, the following allowances shall be paid to employees, including juniors, in the circumstances prescribed. Where more than one of the disabilities entitling an employee to an allowance under this subclause exists on the same job, the employer shall be bound to pay the allowance for each of the disabilities so prevailing. The allowances prescribed by this subclause shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty additions.
 - (a) Dirty Work - For work which a foreperson and employee shall agree is of an unusually dirty or offensive nature - the amount per hour set out in Item 6 of Table 2, provided that:
 - (1) In the case of a disagreement between the foreperson and an employee, the employee or a shop steward on his/her behalf shall be entitled, within 24 hours, to ask for a decision on the employee's claim by the employer's industrial officer, if there be one, or otherwise by the employer or the executive officer responsible for the management or superintendence of the plant concerned. In such case, a decision shall be given on the employee's claim within 48 hours of it being asked for, unless that time expires on an on - working day, in which case it shall be given during the next working day or else the said allowance shall be paid.
 - (2) Any dispute arising under this subclause as to whether the work is of an unusually dirty or offensive nature shall be determined by the Plastic Moulding (State) Industrial Committee.
 - (b) Hot Places - For working for more than one hour in the shade in places:

- (1) where the temperature is raised by artificial means to between 46degrees Celsius and 54degrees Celsius - the amount per hour set out in Item 7 of Table 2;
- (2) in places where the temperature exceeds 54degrees Celsius - the amount per hour set out in Item 8 of Table 2.

Where work continues for more than two hours in temperatures exceeding 54 Celsius the employees shall be entitled to 20 minutes rest after every two hours work, without deduction of pay. The temperature shall be decided by the foreperson of the work after consultation with the employees who claim the allowance.

- (c) Wet Places - For working in any place wherein clothing or boots become saturated, whether by water, oil or otherwise - the amount per hour set out in Item 9 of Table 2, provided that:
 - (1) This allowance shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear.
 - (2) An employee who becomes entitled to this allowance shall be paid such allowance for such part of the day or shift as he/she is required to work in wet clothing or boots.
- (v) Motor Allowance - In addition to the ordinary rates prescribed by clause 4, Wages, an employee, who by agreement with their employer uses their own motor vehicle on the employer's business, shall be paid an allowance as set out in Item 10 of Table 2.

7. Hours of Employment

(i) Day Workers

Subject to clause 8, Implementation of 38-Hour Week, and subclause (iv) of clause 29, Consultation, and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding seven consecutive days; or
- (b) 76 hours within a work cycle not exceeding fourteen consecutive days; or
- (c) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
- (d) 152 hours within a work cycle not exceeding twenty-eight consecutive days.
- (e) for the purposes of subclause (i) of clause 8, Implementation of 38-Hour Week any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed in accordance with subclause (ix) of clause 8, Implementation of 38-Hour Week.
- (ii) The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week, Monday to Friday.
- (iii) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, at the discretion of the employer between 6.00 a.m. and 6.00 p.m. Provided that the actual ordinary hours of work shall be determined by agreement between an employer and the majority of employees in the plant or work section or sections concerned.

Provided further that work done prior to the spread of hours fixed in accordance with this subclause for which overtime rates are payable shall be deemed for the purpose of this subclause to be part of the ordinary hours of work.

- (iv) The ordinary hours of work prescribed herein shall not exceed ten on any day. Provided that:
 - (a) in any arrangement of ordinary hours where the ordinary working hours are to exceed eight on

any day, the arrangement of hours shall be subject to agreement between an employer and the majority of employees in the plant or work section or sections concerned; and

- (b) by arrangement between an employer, the union or unions concerned and the majority of employees in the plant or work section or sections concerned, ordinary hours not exceeding twelve on any day may be worked subject to:

- (1) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on twelve-hour shifts;
- (2) proper health monitoring procedures being introduced;
- (3) suitable roster arrangements being made; and
- (4) proper supervision being provided.

8. Implementation of 38-Hour Week

- (i) Ordinary hours of work shall be an average of 38 per week as provided in clause 7, Hours of Employment, and clause 9, Shift Work.
- (ii) Except as provided in subclauses (v) and (vi) hereof, the method of implementation of the 38-hour week may be any one of the following:
 - (a) by employees working less than 8 ordinary hours each day; or
 - (b) by employees working less than 8 ordinary hours on one or more days each week; or
 - (c) by fixing one week day on which all employees will be off during a particular work cycle; or
 - (d) by rostering employees off on various days of the week during a particular work cycle so that each employee has one weekday off during that cycle.
- (iii) In each plant, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned.
- (iv) In the absence of agreement at plant level, the procedure for resolving special, anomalous or extraordinary problems shall be applied in accordance with clause 27, Dispute Resolution. The procedure shall be applied without delay.
- (v) Subject to the provisions of subclause (iv), of clause 7, Hours of Employment, and subclause (ii)(a), of clause 9, Shift Work, the employer and the majority of employees in the plant or section or sections concerned may agree that the ordinary working hours are to exceed eight on any day, thus enabling a weekday off to be taken more frequently than would otherwise apply.
- (vi) Circumstances may arise where different methods of implementation of a 38-hour week apply to various groups or sections of employees in the plant or establishment concerned.
- (vii) Notice of Days Off - Except as provided in subclauses (vii) and (ix) hereof, in cases where, by virtue of the arrangement of the employees ordinary hours an employee, in accordance with subclause (ii) (c) and (d), is entitled to a day off during the employee's work cycle, such employee shall be advised by the employer at least four weeks in advance of the weekday the employee is to take off; provided that a lesser period of notice may be agreed by the employer and the majority of employees in the plant or section or sections concerned.
- (viii) Substitute Days -
 - (a) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with subclauses (ii) (c) and (d) hereof, for another day in

the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.

- (b) An individual employee, with the agreement of the employer, may substitute the day the employee is to take off for another day.

- (ix) Flexibility in relation to rostered days off -

Notwithstanding any other provision in this clause, where the hours of work of an establishment, plant or section are organised in accordance with subclause (ii) paragraphs (c) and (d) hereof an employer, the union or unions concerned and the majority of employees in the establishment, plant, section or sections concerned may agree to accrue up to a maximum of five (5) rostered days off in special circumstances such as where there are regular and substantial fluctuations in production requirements in any year.

Where such agreement has been reached the accrued rostered days off must be taken within each 12 month period thereafter.

It is understood between the parties that the involvement of the union or unions concerned would be necessary in cases where it or they have members in the plants concerned and not in non-union establishments.

9. Shift Work

- (i) Definitions - For the purposes of this clause -

- (a) Afternoon shift shall mean any shift finishing after 6.00 p.m. and at or before midnight.
- (b) Continuous work shall mean work carried on with consecutive shifts of employee's throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- (c) Night shift shall mean any shift finishing subsequent to midnight and at or before 8.00 a.m.
- (d) Rostered shift shall mean a shift of which the employee concerned has had at least forty-eight hours' notice.

- (ii) Hours - Continuous work shifts - This subclause shall apply to shift workers on continuous work as hereinbefore defined. The ordinary hours of shift workers shall average 38 per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days. Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days. Subject to the following conditions, such shift workers shall work at such times as the employer may require. A shift shall consist of not more than ten hours inclusive of crib time. Provided that -

- (a) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned; and
- (b) by agreement between an employer, the union or unions concerned and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding twelve on any day may be worked subject to:
 - (1) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on twelve-hour shifts;
 - (2) proper health and monitoring procedures being introduced;
 - (3) suitable roster arrangements being made; and
 - (4) proper supervision being provided.

- (c) Except at the regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.
- (d) Twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.
- (iii) Hours - Other than continuous shift work - This subclause shall apply to shift workers not upon continuous work as hereinbefore defined. Subject to clause 8, Implementation of 38-Hour Week, and subclause (iv) of clause 29, Consultation, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:
 - (a) 38 hours within a period not exceeding seven consecutive days; or
 - (b) 76 hours within a period not exceeding fourteen consecutive days; or
 - (c) 114 hours within a period not exceeding twenty one consecutive days; or
 - (d) 152 hours within a period not twenty eight consecutive days.
 - (e) The ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than five hours without a break for a meal. Except at regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.
 - (f) Provided that:
 - (1) the ordinary hours of work prescribed herein shall not exceed ten hours on any day;
 - (2) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned; and
 - (3) by agreement between an employer, the union or unions concerned and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding twelve on any day may be worked subject to:
 - (A) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on twelve-hour shifts;
 - (B) proper health and monitoring procedures being introduced;
 - (C) suitable roster arrangements being made;
 - (D) proper supervision being provided.
- (iv) Rosters - Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.
- (v) Variation by Agreement -
 - (a) The method of working shifts may, in any case, be varied by agreement between the employer and the accredited representative of the union, to suit the circumstances of the establishment.
 - (b) The times of commencing and finishing shifts, once having been determined, may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment or, in the absence of agreement, by seven days' notice of alteration given by the employer to the employees.

(vi) Afternoon or Night Shift Allowances -

- (a) A shift worker whilst on afternoon or night shift shall be paid 15 per cent more than the employees ordinary rate.
- (b) A shift worker who works on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop, shall be paid for each such shift 50 per cent for the first three hours thereof and 100 per cent for the remaining hours thereof in addition to the employees ordinary rate.
- (c) An employee who -
 - (1) during a period of engagement on shift, works night shift only; or
 - (2) remains on night shift for a longer period than four consecutive weeks; or
 - (3) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one-third of the employees working time off night shift in each shift cycle, shall, during such engagement, period or cycle, be paid 30 per cent more than the ordinary rate for all time worked during ordinary working hours in such night shift.

(vii) Saturday Shifts - The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and one-half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause (vi), of this clause.

(viii) Overtime - Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this award or on a shift other than a rostered shift shall -

- (a) if employed on continuous work be paid at the rate of double time; or
- (b) if employed on other shift work at the rate of time and one-half for the first three hours and at the rate of double time thereafter; except in each case where time is worked -
- (c) by arrangement between the employees themselves; or
- (d) for the purpose of effecting customary rotation of shifts; or
- (e) on a shift to which an employee is transferred on shift notice, as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with subclause (ii), of clause 3, Contract of Employment, of this award.

Provided that when not less than seven hours and thirty-six minutes' notice has been given the employer by the relief person that they will be absent from work and the employee whom the relief person should relieve is not relieved is required to continue to work on their rostered day off, the unrelieved employee shall be paid double time.

(ix) Sundays and Holidays -

- (a) Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid as follows:
 - (1) Sundays - at the rate of double time.
 - (2) Holidays as prescribed by clause 11, Holidays and Sunday Work, of this award, at the rate of double time.
- (b) Shift workers on other than continuous work for all time worked on a Sunday or a holiday shall

be paid at the rates prescribed in clause 11, Holidays and Sunday Work, of this award, where shifts commence between 11.00 p.m. and midnight on a Sunday or a holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or a holiday and extending into the Sunday or the holiday shall be regarded as time worked on such Sunday or holiday.

- (c) Where shifts fall partly on a holiday that shift, the major portion of which falls on the holiday, shall be regarded as the holiday shift.
- (x) Daylight Saving - Notwithstanding anything contained elsewhere in this award where, in any area by reason of the legislation of the State, summer time is prescribed as being in advance of standard time of the State, the length of any shift -
 - (a) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
 - (b) commencing on or before the time prescribed by such legislation for the termination of a summer time period.

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof; the time of the clock in each case to be set to the time fixed pursuant to State legislation. In this subclause the expressions "standard time" and "summer time" shall bear the same meanings as are prescribed by State legislation.

- (xi) Requirement to Work Reasonable Overtime -

An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement. The assignment of overtime by an employer to an employee shall be based on specific work requirements and the practice of one in, all in overtime shall not apply.

10. Overtime

- (i)
 - (a) For all work done outside ordinary hours the rates of pay shall be time and one-half for the first three hours and double time thereafter and such double time shall continue until the completion of the overtime work. For the purposes of this clause ordinary hours shall mean the hours of work fixed in an establishment in accordance with clauses 7, Hours of Employment, 8, Implementation of 38-Hour Week, 9, Shift Work or subclause (iv) of clause 29 Consultation. The hourly rate, when computing overtime, shall be determined by dividing the appropriate weekly rate by thirty-eight, even in cases when an employee works more than thirty-eight ordinary hours in a week.
 - (b) Except as provided for by this subclause or subclause (ii), of this clause, in computing overtime each day's work shall stand alone.
 - (c) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
- (ii) Rest Period after Overtime -
 - (a) When overtime is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.
 - (b) An employee, other than a casual employee, who works so much overtime between the

termination of the employees ordinary work on one day and the commencement of the employees ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after the completion of such overtime until the employee has had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.

- (c) If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

- (1) for the purpose of changing shift rosters; or
- (2) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
- (3) where a shift is worked by arrangement between the employees themselves.

(iii) Call Back -

- (a) An employee recalled to work overtime after leaving the employer's business premises, whether notified before or after leaving the premises, shall be paid for a minimum of four hours work and where the employee has been paid for standing by in accordance with subclause (v), of this clause, shall be paid a minimum of three hours' work at the appropriate rate for each time the employee is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three or four hours as the case may be if the job the employee was recalled to perform is completed within a shorter period.

This subclause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside the employees ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

- (b) Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause (ii), of this clause, where the actual time worked is less than three hours on such recall or on each of such recalls.

(iv) Saturday Work - Five-Day Week - A day worker required to work overtime on a Saturday shall be afforded at least four hours' work or shall be paid for four hours at the appropriate rate except where such overtime is continuous with overtime commenced on the previous day.

(v) Standing By - Subject to any custom now prevailing under which an employee regularly is required to hold state in readiness for a call back, an employee required to hold themselves in readiness to work after ordinary hours shall, until released, be paid standing- by time at ordinary rates from the time which the employee is so to hold themselves in readiness.

(vi) Crib Time -

- (a) An employee working overtime shall be allowed a crib break of twenty minutes, without deduction of pay, after each four hours of overtime worked if the employee continues working after such crib time; provided that where a day worker on a five-day week is required to work overtime on a Saturday, the first prescribed crib time shall, if occurring between 10.00 a.m. and 1.00 p.m., be paid at ordinary rates.

- (b) Unless the period of overtime is less than one and one-half hours an employee, before starting

overtime after working ordinary hours, shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates. An employer and employee agree to any variation of this provision to meet the circumstances of the work in hand; provided that the employee shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

- (vii) Transport of Employee's - When an employee, after having worked overtime or a shift for which the employee regularly has not been rostered, finishes work at a time when reasonable means of transport are not available the employer shall provide the employee with a conveyance to the employee's home or shall pay the employee their current wage for the time reasonably occupied in reaching the employee's home.

11. Holidays and Sunday Work

- (i)
 - (a) Prescribed Holidays - An employee on weekly hiring shall be entitled to the following public holidays without loss of pay as follows:
 - (b) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day or Labour Day, Christmas Day and Boxing Day or such other day as is generally observed in a locality as a substitute for any of the said days respectively.
 - (c) By agreement between an employer and the employees other days may be substituted for the said days or any of them as to such employer's undertaking.
 - (d) In addition to the public holidays prescribed in subclause (i) (a) of this clause, one additional public holiday shall apply to an employee on weekly hire as granted to employees working under the Federal Metal Industry Award each year.
 - (e) For the purpose of this award -
 - (1) where Christmas Day falls on a Saturday or a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively;
 - (2) where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day;
 - (3) where New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Year's Day;

and the said Saturday and/or Sunday shall be deemed not to be holidays.
- (ii) Payment for Work on Public Holidays - Except as provided in subclause (ix), Sundays and Holidays, of clause 9, Shift Work, of this award, an employee not engaged on continuous work shall be paid at the rate of double time and a half for work done on public holidays, such double time and a half to continue until the employee is relieved from duty.
- (iii) Where an employee is absent from their employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.
- (iv) Payment for Work on Sundays - Except as provided in subclause (ix), Sundays and Holidays, of clause 9, Shift Work, of this award, an employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays, such double time to continue until the employee is relieved from duty.
- (v) Rest Pause - Holidays and Sundays - An employee, other than a casual employee, not engaged on continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work shall on being relieved from duty be entitled to be absent until the employee has had ten consecutive hours off duty, without deduction of pay for ordinary time of duty

occurring during such absence.

- (vi) Minimum Payment - Holidays and Sundays - Employees, other than on shift or engaged in maintaining continuity of electric light and power or garage employees and/or drivers of tow and/or repair vehicles recalled for breakdown, accident or other emergency work, required to work on Sundays or public holidays, shall be paid for a minimum of three hours work.
- (vii) Crib Time - Holidays and Sundays - An employee not engaged on continuous work working on a Sunday or public holiday shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of work, if the employee continues work after such crib time. Provided that where a day worker is required to work on a Sunday or public holiday the first prescribed crib time shall, if occurring between 10.00 a.m. and 1.00 p.m., be paid at ordinary rates.
- (viii) Rostered Day Off Falling on Public Holiday -
 - (a) An employee who works continuous work and who by the circumstance of the arrangement of the employees ordinary hours of work is entitled to a rostered day off which falls on a public holiday prescribed by this clause shall, at the discretion of the employer, be paid for that day seven hours 36 minutes at ordinary rates or have an additional day added to the employees annual leave. This provision shall not apply when the holiday on which the employee is rostered off falls on a Saturday or Sunday.
 - (b) In the case of an employee whose ordinary hours of work are arranged in accordance with subclause (ii) (c) or (ii) (d) or (iv) of clause 8, Implementation of 38-Hour Week, the weekday to be taken off shall not coincide with a public holiday fixed in accordance with subclauses (i), (ii) or (iii) hereof; provided that, in the event that a public holiday is prescribed after an employee has been given notice of his weekday off in accordance with subclause (vii), of the said clause 8, and the public holiday falls on the weekday the employee is to take off, the employer shall allow the employee to take the day off on an alternative weekday.

12. Extra Rates Not Cumulative

Extra rates in this award, except rates prescribed in clause 6, Allowances and Special Rates, of this award, and in clause 11, Holidays and Sunday Work, of this award, as to work on public holidays are not cumulative so as to exceed the minimum of double the ordinary rates.

13. Meal Breaks

- (i) An employee shall not be required to work for more than five hours without a break for a meal. Provided that:
 - (a) in cases where canteen or other facilities are limited to the extent that meal breaks must be staggered, and as a result it is not practicable for all employees to take a meal break within five hours, an employee shall not be required to work for more than six hours without a break for a meal; and
 - (b) by agreement between an employer and the majority of employees in the plant, work section or sections concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.
- (ii) The time of taking a scheduled meal break or rest break by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations.
- (iii) An employer may stagger the time of taking a meal and rest break to meet operational requirements.
- (iv) Subject to the provisions of subclause (i) hereof, an employee employed as a regular maintenance person shall work during meal breaks at ordinary rates of pay whenever instructed to do so for the purpose of making good breakdown of plant or upon routine maintenance of plant which can only be done while such plant is idle.

- (v) Except as provided in subclauses (i) and (iv) hereof, and except where any alternative arrangement is entered into as a result of in-plant discussions as provided in subclause (iv) of clause 29, Consultation time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is taken.

14. Rest Period for Employees

- (i) Employees shall be allowed a rest period of not less than ten minutes during each day or shift which shall be taken during the first or second half of the day or shift as may be decided by a majority of the employees in the shop.
- (ii) When requested by employees and where practicable, suitable seats shall be provided by the employer for employees.

15. Mixed Functions

An employee engaged for more than two hours during one day or shift on duties carrying a higher rate than the employees ordinary classification shall be paid the higher rate for such day or shift. If for two hours or less during one day or shift, the employee shall be paid the higher rate for the time so worked.

16. Payment of Wages

- (i) Wages shall be paid as follows:
 - (a) An employee who actually works 38 ordinary hours each week - In the case of an employee whose ordinary hours of work are arranged in accordance with paragraph (a) and (b) subclause (ii) of clause 8, Implementation of 38-Hour Week, of this award so that the employee works 38 ordinary hours each week, wages shall be paid weekly or fortnightly according to the actual ordinary hours worked each week or fortnight.
 - (b) An employee who works an average of 38 ordinary hours each week - Subject to subclauses (ii) and (iii) hereof, in the case of an employee whose ordinary hours of work are arranged in accordance with paragraph (c) or (d) of subclause (ii) of clause 8, Implementation of 38-Hour Week, of this award, so that the employee works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid weekly or fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

Special Note: Explanation of Averaging System - As provided in this subclause, an employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle is to be paid the employees wages on the basis of an average of 38 ordinary hours so as to avoid fluctuating wage payments each week. An explanation of the averaging system of paying wages is set out below:

- (1) Clause 8, Implementation of 38-hour week, provides in subclause (ii) (c) and (d) that in implementing a 38-hour week the ordinary hours of an employee may be arranged so that the employee is entitled to a day off, on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.
- (2) If the 38-hour week is to be implemented so as to give an employee a day off in each work cycle this would be achieved if, during a work cycle of 28 consecutive days (that is, over four consecutive weeks) the employee's ordinary hours were arranged on the basis that for three of the four weeks the employee worked 40 ordinary hours each week and in

the fourth week the employee worked 32 ordinary hours. That is, the employee would work for 8 ordinary hours each day, Monday to Friday inclusive, for three weeks, and 8 ordinary hours on four week days only in the fourth week - a total of 19 days during the work cycle.

- (3) In such a case the averaging system applies and the weekly wage rates for ordinary hours of work applicable to the employee shall be the average weekly wage rates set out for the employee's classification in clause 5, Wages, of this award, and shall be paid each week even though more or less than 38 ordinary hours are worked that week.

In effect, under the averaging system, the employee accrues a "credit" each day the employee works actual ordinary hours in excess of the daily average which would otherwise be 7 hours 36 minutes. This "credit" is carried forward so that in the week of the cycle that the employee works on only four days, the employees actual pay would be for an average of 38 ordinary hours even though, that week, the employee works a total of 32 ordinary hours.

Consequently, for each day an employee works 8 ordinary hours the employee accrues a "credit" of 24 minutes (0.4 hours). The maximum "credit" the employee may accrue under this system is 0.4 hours on 19 days; that is, a total of 7 hours 36 minutes.

- (4) As provided in subclause (ii) of this clause, an employee will not accrue a "credit" for each day the employee is absent from duty other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service. When an employee is absent from duty because of annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service, the employees entitlement is determined in accordance with the appropriate award provision dealing with such entitlements.

(ii) Absences from Duty -

- (a) An employee whose ordinary hours are arranged in accordance with paragraph (c) and (d) of subclause (ii) of clause 8, Implementation of 38-Hour Week, of this award and who is paid wages in accordance with subclause (i) hereof and is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service) shall, for each day the employee is so absent, lose average pay for that day calculated by dividing the employees average weekly wage rate by 5. An employee who is so absent from duty for part of a day shall lose average pay for each hour the employee is absent by dividing the employees average daily pay rate by 8.
- (b) Provided, when such an employee is absent from duty for a whole day the employee will not accrue a "credit" because the employee would not have worked ordinary hours that day in excess of 7 hours 36 minutes for which the employee would otherwise have been paid. Consequently, during the week of the work cycle the employee is to work less than 38 ordinary hours the employee will not be entitled to average pay for that week. In that week, the average pay will be reduced by the amount of the "credit" the employee does not accrue for each whole day during the work cycle the employee is absent.

The amount by which an employee's average weekly pay will be reduced when the employee is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service) is to be calculated as follows:

Average weekly pay	
Total of credits not accrued	<u>average week</u>
during cycle	38
	X

Examples - (An employee's ordinary hours are arranged so that the employee works 8 ordinary hours on five days of each week for 3 weeks and 8 ordinary hours on four days of the fourth week).

- (1) Employee takes one day off without authorisation in first week of cycle.

Week of Cycle and Payment -

1st week pay (i.e., less 1/5).	=	average weekly pay less one day's
2nd and 3rd weeks	=	average weekly pay each week.
4th week	=	1/5 average pay less credit not accrued on day of absence.
	=	1/5 average pay less 0.4 hours X $\frac{\text{average weekly pay}}{30}$

- (2) Employee takes each of the 4 days off without authorisation in 4th week.

Week of Cycle and Payment -

1st, 2nd and 3rd weeks	=	average pay each week.
4th week	=	average pay less 4/5 of average pay for the four days absent.
	=	less total of credits not accrued that week.
	=	1/5 average pay X $\frac{\text{average weekly pay}}{38}$ less 4 X 0.4 hours
	=	1/5 average pay X $\frac{\text{average weekly pay}}{38}$ less 1.6 hours

(iii) Alternative Methods of Payment -

- (a) Provided that in the case of an employee who prior to 15 March 1982 was working less than 40 ordinary hours each week and who was paid by a method different from that provided for in subclauses (i) and (ii) hereof, such method may be continued.
- (b) Provided further that, where the employer and the majority of employees concerned agree, an alternative method of paying wages to that provided in subclauses (i) and (ii) hereof may be introduced.
- (iv) Wages to be Paid During Working Hours - Subject to subclause (v) hereof, where the majority of employees in a particular establishment are employed under the terms of this award, wages shall be paid during ordinary working hours and if an employee is kept waiting for the employee's wages on pay day after the usual time for ceasing work, the employee shall be paid at overtime rates for the period the employee is kept waiting. Where the majority of employees in a particular establishment are not employed under the terms of this award, an employee kept waiting for their wages on pay day for more than six minutes after the usual time for ceasing work shall be paid at overtime rates after the six minutes.
- (v) Day Off coinciding with Pay Day - In the event that an employee, by virtue of the arrangement of the employees ordinary working hours, is to take a day off on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day; provided that, where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

- (vi) Payment by cheque or electronic funds transfers subject to the NSW *Industrial Relations Act* 1956, where an employer and employee agree, the employee may be paid their wages by cheque or direct transfer into the employee's bank (or other recognised financial institution) account. Notwithstanding this provision, if the employer and the majority of employees agree, all employees may be paid their wages by cheque or direct transfer into an employee's bank (or other recognised financial institution) account, provided that in the case of employees paid by cheque, the employer shall, on pay day, if it is required by the employee, have a facility available during ordinary hours for the "encashment" of the cheque.
- (vii) Payment During First Week of Employment - On the first pay day occurring during the employee's employment, an employee shall be paid whatever wages are due to the employee up to the completion of the employee's work on the previous day; provided that this subclause shall not apply to employers who make a practice of allowing advances approximating wages due.
- (viii) Termination of Employment - Upon termination of the employment wages due to an employee shall be paid to the employee on the day of such determination or forwarded to the employee by post on the next working day; provided that in the case of an employee whose ordinary hours are arranged in accordance with paragraph (c) or (d) of subclause (ii) of clause 8, Implementation of 38-Hour Week, of this award and who is paid average pay and who has not taken the day off due to the employee during the work cycle in which the employee's employment is determined, the wages due to that employee shall include the total of credits accrued during the work cycle as detailed in the Special Note following paragraph (b) of subclause (i) of this clause.
- (ix) Details of Payments to be Given - On or prior to the employee's pay day, the employer shall state to each employee in writing the amount of wages to which the employee is entitled, the amount of deduction made therefrom, and the net amount paid to the employee.
- (x) Calculation of Hourly Rate - Except as provided in paragraph (a) subclause (ii), of this clause, hourly rates shall be calculated by dividing the appropriate weekly rate by 38.

17. General Conditions

- (i) Boiling Water - The employer shall provide boiling water at meal times for employees.
- (ii) Lockers - An employer shall, at some reasonably convenient place on the premises, provide a suitable locker for each employee in the workshop or hanging facilities which afford reasonable protection for employees' clothes.
- (iii) Damage to Clothing, Spectacles, Hearing Aids and Tools - Compensation to the extent of the damage sustained shall be made where in the course of the work clothing, spectacles, hearing aids or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances.

Provided that the employer's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties, provided further, that this paragraph shall not apply when an employee is entitled to workers' compensation in respect of the damage.

- (iv) Gloves - If requested by the employees suitable canvas or leather gloves shall be provided by the employer.
- (v) Goggles -
 - (a) Suitable mica or other goggles shall be provided by the employer for each employee using wheels. Where used by more than one employee such goggles shall be sterilised before being used by another employee. An employee when working on emery wheels shall wear the goggles provided for the employee's protection.
 - (b) Goggles containing celluloid shall not be considered suitable for the purpose of this provision.

- (vi) Case Hardened Prescription Lenses - An employer who requires an employee to have the employee's prescription lenses case hardened shall pay for the cost of such case hardening.
- (vii) Tools - The employer shall provide for each employee such tools as customarily and necessary for the employee to perform the employee's duties. The employee shall replace or shall pay for any tools so provided, if lost through the employee's negligence.

18. Annual Leave

- (i) Period of Leave - A period of twenty-eight consecutive days' leave including non-working days shall be allowed annually to an employee after twelve months' continuous service (less the period of annual leave) as an employee on weekly hiring in any one or more of the occupations to which the award applies. An employee on weekly hiring shall accrue annual leave at a rate of 2.923 hours for each thirty-eight ordinary working hours worked.
- (ii) Seven-Day Shift Workers - In addition to the leave hereinbefore prescribed seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed seven consecutive days' leave including non-working days. Where an employee with twelve months' continuous service is engaged for part of the twelve-monthly period as a seven-day shift worker, the employee shall be entitled to have the period of leave to which the employee is entitled as prescribed in subclause (i), of this clause, increased by half a day for each month the employee is continuously engaged as aforesaid.
- (iii) Annual Leave Exclusive of Public Holidays - Subject to this subclause the annual leave period prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 11, Holidays and Sunday Work, of this award, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday. Where a holiday falls as aforesaid and the employee fails without reasonable cause, proof whereof shall be upon the employee, to attend for work at the employees ordinary starting time on the working day immediately following the last day of the period of the employees annual leave, the employee shall not be entitled to be paid for any such holiday.
- (iv) Broken Leave - The annual leave shall be given and taken in one or two continuous periods. If the annual leave is given in two continuous periods, then one of those two periods must be of at least 21 consecutive days, including non-working days.

Provided that, if the employer and an employee so agree, the employees annual leave entitlement may be given and taken in two separate periods, neither of which is of at least 21 consecutive days, including non-working days, or in three separate periods. Provided further that an employee may, with the consent of the employer, take short term annual leave, not exceeding four days in any calendar year, at a time or times separate from any of the periods determined in accordance with this subclause.

- (v) Calculation of Continuous Service - For the purpose of this clause service shall be deemed to be continuous notwithstanding -
 - (a) any interruption or determination of the employment by the employer if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
 - (b) any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or
 - (c) any absence with reasonable cause, proof whereof shall be upon the employee.

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this subclause shall inform the employer, in writing if

practicable, within twenty-four hours of the commencement of such absence of the employees inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of the employees absence. A notification given by an employee pursuant to clause 20, Sick Leave, of this award shall be accepted as a notification under this subclause.

Any absence from work by reason of any cause, not being a cause specified in this subclause, shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant, in the manner in which general notification to employees is usually made in that plant, and by posting to the union whose members have participated in such concerted or collective absenteeism a copy of it not later than the day it is posted up in this plant.

A notice to an individual employee may be given by delivering it to the employee personally or by posting it to the employees last recorded address, in which case it shall be deemed to have reached the employee in due course of post.

In calculating the period of twelve months' continuous service the following absences shall be taken into account and counted as time worked:

Up to 152 ordinary working hours - twelve monthly period in the case of sickness or accident.

Long service leave taken by an employee in accordance with clause 19, Long Service Leave, of this award.

Other absences from work shall not be taken into account and shall not count as time worked in calculating the period of twelve months' continuous service; provided that for the purpose of this clause in calculating continuous service for periods of less than 12 months, such absences due to sickness or accident shall be taken into account and counted as time worked on a pro rata basis of 152 ordinary working hours for twelve months' service.

- (vi) Calculation of Service - Service before the date of this award shall be taken into consideration for the purpose of calculating annual leave but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or payment in lieu thereof has been allowed. The period of annual leave to be allowed under this subclause shall be calculated to the nearest day, any broken part of a day in the result not exceeding half a day to be disregarded.

Where the employer is a successor or assignee or transmittee of a business and if an employee was in the employment of the employer's predecessor at the time when the employer became such successor or assignee or transmittee the employee in respect of the period during which the employee was in the service of the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.

- (vii) Leave to be Taken - The annual leave provided by this clause shall be taken and, except as provided by subclauses (xii) and (xiii) hereof, payment shall not be made or accepted in lieu of annual leave.
- (viii) Time of Taking Leave - Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than four weeks notice to the employee.

Provided that, by agreement between an employer and an employee, annual leave may be taken at any time within a period of twelve months from the date at which it falls due and with less than four weeks notice to the employee.

- (ix) Leave Allowed Before Due Date -

- (a) An employer may allow an employee to take annual leave either wholly or partly in advance before the right thereto has accrued due. In such case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which the annual leave or part thereof had been taken before it accrued.
- (b) Where annual leave or part thereof has been granted pursuant to paragraph (a) before the right thereof has accrued due, and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted, and the amount paid by the employer to the employee for the annual leave or part so taken in advance exceeds the amount which the employer is required to pay to the employee under subclause (xii), of this clause, the employer shall not be liable to make any payment to the employee under subclause (xii), of this clause, and shall be entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of employment.
- (x) Payment for Period of Annual Leave - Each employee before going on leave shall be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had the employer not been on leave during the relevant period, provided that payment for the period specified in subclause (i) of this clause shall not exceed 152 ordinary hours.

Subject to subclause (xi) hereof, each employee shall, where applicable, have the amount of wages to be received for annual leave calculated by including the following where applicable:

- (a) Time Workers (other than Piece Workers) -
 - (1) The rate applicable to the employee as prescribed by clause 5, Wages, and subclause (iii), of clause 6, Allowances and Special Rates.
 - (2) Subject to subclause (xi) (b) to the rate prescribed for work in ordinary time by clause 9, Shift Work, of this award, according to the employee's rostered or projected roster including Saturday and Sunday shifts.
 - (3) The rate payable pursuant to clause 15, Mixed Functions, calculated on a daily basis which the employee would have received for ordinary time during the relevant period whether on a shift roster or otherwise.
 - (4) Any other rate to which the employee is entitled in accordance with the employees contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment which is of a similar nature to or is paid for the same reasons as or is paid in lieu of those payments prescribed by clause 6, Allowances and Special Rates, or clause 10, Overtime, of this award, nor any payment which might have become payable to the employee as reimbursement for expenses incurred.
- (b) Piece Workers - In the case of an employee employed on piece or bonus work or any other system of payment by results, whether in accordance with this award or otherwise, the rate which is the weekly average of payments made to the employee under such scheme for the period actually worked by the employee during ordinary working hours during the last three-monthly period in respect of which such payments have been calculated prior to the time of going on leave or termination of employment as the case may be.
- (xi) Loading on Annual Leave - During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by subclause (x), of this clause, subject to paragraph (b) hereof.

The loading shall be as follows:

- (a) Day Workers - An employee who would have worked on day work only had the employee not been on leave - a loading of 17.5 per cent.

- (b) Shift Workers - An employee who would have worked on shift work had the employee not been on leave - a loading of 17.5 per cent.

Provided that where the employee would have received shift loadings prescribed by clause 9, Shift Work, had the employee not been on leave during the relevant period and such loadings would have entitled the employee to a greater amount than the loading of 17.5 per cent, then the shift loading as prescribed in subclause (x) (a) (2), of this clause, shall be included in the rate of wage prescribed by subclause (x) in lieu of the 17.5 per cent loading; provided further that if the shift loadings would have entitled the employee to a lesser amount than the loading of 17.5 per cent then such loading of 17.5 per cent shall be added to the rate of wage prescribed by subclause (x), but not including subclause (x) (a) (2).

The loading prescribed in this subclause shall not apply to proportionate leave on termination.

- (xii) Proportionate Leave on Termination - an employee on weekly hiring who:

- (a) after one week's continuous service in the employees first qualifying twelve-month period with an employer, lawfully leaves the employment of the employer or the employees employment is terminated by the employer through no fault of the employee; or
- (b) after twelve months' continuous service with an employer, leaves the employment of the employer or their employment is terminated by the employer for any reason, 2.923 hours for each thirty-eight ordinary hours worked and in respect of which leave had not been granted under this clause at the appropriate rate of wage calculated in accordance with subclause (x), of clause 16, Payment of Wages;

- (xiii) Annual Close Down - Where an employer closes down the plant, or a section or sections thereof, for the purpose of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply:

- (a) The employer may, by giving not less than four weeks' notice of the employers intention so to do, stand off for the duration of the close down all employee's in the plant, or section or sections concerned and allow to those who are not then qualified for a full entitlement to annual leave for twelve months' continuous service, pursuant to subclause (i) hereof, paid leave on a proportionate basis at the appropriate rate of wage as prescribed in subclauses (x) and (xi) hereof for 2.923 hours for each 38 ordinary hours worked.
- (b) An employee who has then qualified for a full entitlement to annual leave for twelve months' continuous service pursuant to subclause (i) hereof, and has also completed a further week or more of continuous service shall be allowed the employees leave and shall, subject to subclause (vi) hereof, also be paid at the appropriate rate of wage as prescribed by subclauses (x) and (xi) hereof for 2.923 hours for each 38 ordinary hours worked since the close of his last twelve-monthly qualifying period.
- (c) The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned, is re-opened for work; provided that all time during which an employee is stood off without pay for the purposes of this subclause shall be deemed to be time of service in the next twelve-monthly qualifying period.
- (d) If in the first year of the employees service with an employer an employee is allowed proportionate annual leave under paragraph (ix) hereof, and subsequently within such year lawfully leaves the employees employment or the employees employment is terminated by the employer through no fault of the employee, the employee shall be entitled to the benefit of subclause (xii), of this clause, subject to adjustment for any proportionate leave which the employee may have been allowed as aforesaid.
- (e) The employer may close down the plant for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. If the employer closes down the plant in

two separate periods one of those periods shall be for a period of at least 21 consecutive days, including non-working days.

Provided that where the majority of employees concerned agree, an employer may close down the plant, work section or sections in one, two or three separate periods for the purpose of granting annual leave in accordance with this subclause. Provided further that if an employer closes down the plant on more than one occasion, one of those periods shall be for a period of at least fourteen consecutive days including non-working days. In such cases, the employer shall advise the employees concerned of the proposed dates of each close down before asking them for their agreement.

(xiv) Part Close Down and Part Rostered Leave -

- (a) The employer may close down the plant, or a section or sections thereof, for a period of at least 21 consecutive days, including non-working days, and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster.
- (b) Provided that by agreement with the majority of employees concerned, an employer may close down the plant for a period of at least fourteen consecutive days, including non-working days, and grant the balance of the annual leave due to an employee by mutual arrangement.
- (c) The employer may close down the plant, or a section or sections thereof for a period of less than twenty-one consecutive days and allow the balance of the annual leave due to an employee in one or two continuous periods either of which may be in accordance with a roster. In such a case the granting and taking of annual leave shall be subject to the agreement of the employer and the majority of the employees in the plant, or a section or sections thereof respectively and before asking the employees concerned for their agreement, the employer shall advise them of the proposed date of the closedown or closedowns and the details of the annual leave roster.

- (xv) Exemptions - This clause shall not apply to any employer in respect of any employee to whom, pursuant to an award or agreement, Commonwealth or State, an employer is required to allow annual leave to an extent equal to or greater than that prescribed herein.

19. Long Service Leave

See *Long Service Leave Act 1955*.

20. Sick Leave

- (i) An employee on weekly hiring who is absent from work on account of personal illness, or on account of injury by accident shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
 - (a) An employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.
 - (b) An employee shall, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of the employee's inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day of shift of such absence the employee shall inform the employer within twenty-four hours of such absence.
 - (c) An employee shall prove to the satisfaction of the employer (or, in the event of dispute, the Plastic Moulding (State) Industrial Committee that the employee was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
 - (d) First Year of Employment - An employee shall not be entitled during the first year of any period

of service with an employer to leave in excess of five days of ordinary working time or in cases where the employee normally works more than 8 ordinary hours in any day, the employee shall not be entitled to leave in excess of 40 hours of ordinary working time. Provided that during the first five months of the year of a period of service with an employer the employee shall be entitled to sick leave which shall accrue on a pro rata basis of one day of ordinary working time for each month of service completed with that employer to a maximum of 40 ordinary hours. On application by the employee during the sixth month of employment and subject to the availability of an unclaimed balance of sick leave the employee shall be paid for any sick leave taken during the first five months and in respect of which payment was not made.

- (e) **Second or Subsequent Years of Employment** - An employee shall not be entitled during the second or subsequent year of any period of service with an employer to leave in excess of 8 days of ordinary working time or **in excess of 64 hours of ordinary** working time in the case of an employee who normally works more than 8 ordinary hours on any day.
- (f) **Part Day Absences** - In the case of employees whose hours of work are fixed in accordance with subclauses (ii) (c), (d) or (v) of clause 8, Implementation of 38-Hour Week, of this award, sick pay entitlements for part day absences shall be calculated on a proportionate basis as follows:

<u>duration of sick leave absence</u>	X	<u>appropriate weekly rate</u>
ordinary hours normally worked that day		5

In the case of employees whose hours of work are fixed in accordance with clause 8, Implementation of 38-Hour Week, (ii) (a) or (b), of this award, sick pay entitlements for part day absences shall be calculated on a proportionate basis as follows:

<u>duration of sick leave absence</u>	X	<u>appropriate weekly rate</u>
		38

- (ii) **Single Day Absences** - In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only, such employee if in the year the employee has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless the employee produces to the employer a certificate of a duly qualified medical practitioner that in, the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or on account of injury by accident. However, an employer may agree to accept from the employee a Statutory Declaration, stating that the employee was unable to attend for duty on account of personal illness or on account of injury by accident, in lieu of a certificate of a duly qualified medical practitioner as prescribed by this subclause. Nothing in this subclause shall limit the employer's right under paragraph (c), of subclause (i), of this clause.
- (iii) **Cumulative Sick Leave** - Sick Leave shall accumulate from year to year, so that any balance of the period specified in paragraphs (d) and (e), of subclause (i), or in subclause (v), of this clause, which has in any one year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year; provided that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of twelve years but for no longer, from the end of the year in which it accrues.
- (iv) **Attendance at Hospital, etc.** - Notwithstanding anything contained in subclause (i), of this clause, an employee suffering injury through an accident arising out of and in the course of the employee's employment (not being an injury in respect of which the employee is entitled to workers' compensation) necessitating the employee's attendance during working hours on a doctor, chemist, or trained nurse, or at a hospital, shall not suffer any deduction from the employee's pay for the time (not exceeding four hours) so occupied on the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connection with such attendance.
- (v) **Broken Service** - If an employee is terminated by the employer and is re-engaged by the same employer within a period of six months, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

In such a case the employee's next year of service will commence after a total of twelve months has been served with that employer excluding the period of interruption in service from the date of commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment, as the case may be.

- (vi) Definition of Year of Service - "Year of Service" for the purpose of this clause means the period between the date of commencement in employment in any year and the anniversary of the commencement in employment in any year and the anniversary of the commencement of employment in the next year.
- (vii) Sickness on Day Off - Where an employee is sick or injured on the weekday the employee is to take off in accordance with subclause (ii) (c) or (d), or subclause (v), of clause 8, Implementation of 38-Hour Week, of this award, the employee shall not be entitled to sick pay nor will the employees sick pay entitlement be reduced as a result of the employees sickness or injury that day.
- (viii) Alternative Methods of Payment - Where the employer and the majority of employees concerned agree, an alternative method of calculating sick leave entitlements to that provided for in this clause may be introduced.

21. Personal/Carer's Leave

- (i) 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 (2) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 20, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required, 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. 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:
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:
 - (A) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (B) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (C) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (D) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

- (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (ii) Unpaid Leave for Family Purpose
 - (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (2) of paragraph (c) of subclause (i) who is ill.
- (iii) Annual Leave
 - (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (iv) 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 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) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (v) Make-up Time
 - (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (vi) Rostered Days Off
 - (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.

- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

22. Bereavement Leave

- (i) An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person within Australia as prescribed in subclause (iii) of this clause. Where the death of a person as prescribed by the said subclause (iii) occurs outside Australia, the employee shall be entitled to a minimum of two days bereavement leave where the employee travels outside Australia to attend the funeral.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (2) of paragraph (c) of subclause (i) of clause 21, Personal/Carer's Leave of this Award, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv), (v) and (vi) of the said clause 21. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

23. Jury Service

- (i) An employee on weekly hiring required to attend for jury service during the employees ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the employees attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.
- (ii) 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 the employees attendance, the duration of such attendance and the amount received in respect of such jury service.

24. Redundancy

- (i) Application -
 - (a) This clause shall apply in respect of full-time and part-time employees employed in the classifications specified in this award.
 - (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.

- (c) Notwithstanding anything contained elsewhere in this award, this clause 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.
 - (d) Notwithstanding anything contained elsewhere in this award, this clause 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.
- (ii) Introduction of Change -
 - (a) Employer's Duty to Notify -
 - (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) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's 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. Provided that where this award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.
 - (b) Employer's Duty to Discuss Change -
 - (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a), Employer's Duty to Notify, of this subclause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
 - (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in this subclause.
 - (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees; provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.
- (iii) Redundancy -
 - (a) Discussions Before Terminations -
 - (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone, pursuant to paragraph (a) of subclause (ii), Introduction of Change, of this clause, 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.

- (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 subparagraph (1) of this paragraph 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 on the employees concerned.
- (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 workers 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.

(iv) Termination of Employment -

- (a) Notice for Changes in Production, Program, Organisation or Structure - This paragraph 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 paragraph (a) of subclause (ii) of this clause.

- (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
2 years and less than 5 years	3 weeks
3 years and over	4 weeks

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

- (b) Notice for Technological Change - This subclause sets out the notice provisions to be applied to termination by the employer for reasons arising from "technology" in accordance with paragraph (a) of subclause (ii) of this clause:

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

- (c) Time Off During the Notice Period -

- (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 purpose of seeking other employment.

- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (d) **Employee Leaving During the Notice Period** - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that, in such circumstances, the employee shall not be entitled to payment in lieu of notice.
- (e) **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.
- (f) **Notice to Centrelink** - Where a decision has been made to terminate employees, the employer shall notify Centrelink 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.
- (g) **Centrelink 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.
- (h) **Transfer to Lower Paid Duties** - Where an employee is transferred to lower paid duties for reasons set out in subparagraph (1) of paragraph (a) of subclause (ii), Introduction of Change, of this clause, 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 rates for the number of weeks of notice still owing.
- (v) **Severance Pay** -
- (a) Where an employee is to be terminated pursuant to subclause (iv) of this clause, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the employee the following severance pay in respect of a continuous period of service:
- (1) If an employee is under 45 years of age, the 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 |
- (2) Where an employee is 45 years of age 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

- (3) "Week's 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, overaward payments and shift penalties paid in accordance with the parent award.
- (b) 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 paragraph (a) of this subclause. 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 the said paragraph (a) will have on the employer.
- (c) Alternative Employment - Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in the said paragraph (a) if the employer obtains acceptable alternative employment for an employee.
- (vi) Procedures Relating to Grievances - Grievances relating to individual employees will be dealt with in accordance with clause 27, Dispute Resolution.

25. Superannuation

- (i) Definitions - In this clause -
- (a) "Eligible employee" means an employee under this award who is or becomes a member of the superannuation fund selected in accordance with subclause (iii) of this clause and who is:
- (1) a weekly employee with not less than 4 weeks continuous service with the employer; or
 - (2) a casual employee who has:
 - (A) had a start with the employer on thirty days in a period no greater than one year; provided such period commences no earlier than the date one year preceding the operation of this clause; and
 - (B) worked an average in the case of junior employees of at least twelve hours per week and in the case of adult employees at least six hours per week with the employer during the one month immediately preceding any day the employer would (but for this definition) be required to make the superannuation contributions prescribed in subclause (ii) of this clause.
- (b) "Ordinary-time earnings" means an employee's award classification rate (including supplementary payment where applicable), any overaward payment, tool allowance, leading hand allowance and shift loading, including weekend and public holiday rates where the shift worked is part of the employee's ordinary hours or work.

All other allowances and payments are excluded.

"Act" means the *Commonwealth Occupational Superannuation Standards Act 1987*.

- (c) "Regulations" means the Occupational Superannuation Standards Regulations.
- (ii) Contributions -
- (a) Subject to subclauses (iii), (iv), and (v) of this clause, an employer shall contribute to a superannuation fund which complies with the Act and Regulations on behalf of each eligible employee a superannuation contribution equivalent to 3 per cent of such eligible employee's ordinary time earnings from the beginning of the first pay period to commence on or after 27 March 1991 provided that:
- (1) upon completion of the qualifying periods specified in subclause (i) of this clause, contributions on behalf of each eligible employee shall apply from the date of the employee's commencement of employment with the employer subject to the operative date of this clause; and
 - (2) the benefits offered by the fund selected in accordance with subclause (iii) of this clause and of which the employee is a member, may be improved such that the improvements are equivalent to the value of contributions required to be made by paragraph (a) of subclause (ii) of this clause and are in accordance with the Act and Regulations.
- (b) The contributions required herein shall be made to the relevant fund selected in accordance with subclause (iii) of this clause in the manner and at the times specified by the terms of the fund or any agreement between the employer and the trustees of the fund.
- (iii) Superannuation Fund -
- (a) The employer shall make the superannuation contributions or improvements pursuant to the award to any of the following funds selected by the employer provided that such fund complies with the Act and Regulations:
- (1) The Superannuation Trust of Australia (STA), Australian Retirement Fund (ARF) or the Australian Superannuation Savings Employment Trust (ASSET).
 - (2) Any fund which has application to the employees in the principal business of the employer where employees covered by this award are a minority of award covered employees.
- (b) Provided further that an employer shall not be compelled to contribute to more than one fund in respect of employees covered by this award.
- (c) In any circumstances in which a union respondent to this award is concerned about a fund selected pursuant to this clause, the union may challenge before the Industrial Relations Commission of New South Wales the suitability of the fund within six months of the date of operation of this award or the date of fund selection, whichever is the later.
- (iv) Fund Membership - The employer shall make the employee aware of the employees entitlements under his award and offer the employee the opportunity to become a member of the appropriate fund in accordance with subclause (iii) of this clause. An employee shall be required to properly complete the necessary application forms to become a member of the appropriate fund in order to be entitled to the contributions prescribed in subclause (ii), Contributions, of this clause.

In any case where the employee refuses to become a member of the relevant fund and the employer does not make the contributions in accordance with the said subclause (ii) of this clause on behalf of that employee, the employer shall notify in writing the trustee of the relevant fund of such circumstance.

In the event the employee elects not to join the fund, the employer shall remind the employee, in writing, of the employees entitlements, within a period of a further six months. Should an employee subsequently complete the necessary forms and become a member of the fund, the contributions

prescribed in the said subclause (ii) of this clause shall commence from the pay period commencing after the completion of such forms.

(v) Exemptions -

- (a) This clause shall not apply to any employer who as at 27 March 1991 is already satisfying and continues to satisfy the requirements of subclause (ii), Contributions, of this clause by providing new or improved superannuation benefits or contributions equivalent to three per cent of ordinary time earnings and in accordance with the Act and Regulations.
- (b) In circumstances where a union is concerned about a fund utilised in paragraph (a) of this subclause, it may challenge the suitability of that fund within six months of the date of operation of this award before the Industrial Relations Commission of New South Wales.

(vi) Absence from Work -

- (a) Paid Leave - Contributions shall continue whilst a member of a fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, sick leave and bereavement leave.
- (b) Unpaid Leave - Contributions shall not be required to be made in respect of any absence from work without pay.
- (c) Work Related Injury and Sickness - In the event of an eligible employee's absence from work due to work related injury or sickness, contributions shall continue for the period of absence (subject to a maximum of 52 weeks total absence for each injury or sickness); provided that the member of the fund (employee) is receiving payments in accordance with the provisions of this award or an industrial agreement dealing with accident pay.

26. Traineeships

(i) Application -

- (a) Subject to paragraph (ii) of this subclause, this clause shall apply to persons who are undertaking a traineeship (as defined).
- (b) Notwithstanding the foregoing, this clause shall not apply to employees who were employed prior to the date of approval of a traineeship scheme relevant to the employer, except where agreed between the employer and the relevant union(s).
- (c) This clause does not apply to the apprenticeship system.

(ii) Objectives

The objectives of this clause are to establish a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of the trainees, particularly young people, and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees shall be displaced from employment by trainees. Nothing in this clause shall be taken to replace the prescription of training requirements.

(iii) Definitions -

"Approved training" means training undertaken (both on or off the job) in a traineeship and shall involve formal instruction, both theoretical and practical, and supervised practices in accordance with a traineeship scheme approved by the Department of Education and Training (DET). The training will be accredited and lead to qualifications as set out in paragraph (i) of subclause (D), Training Conditions.

"Trainee" means an employee who is bound by a traineeship agreement made in accordance with this award.

"Traineeship" means a system of training which has been approved by DET

"Traineeship Agreement" means an agreement made subject to the terms of this award between an employer and the trainee for a traineeship and which is registered with DET. A traineeship agreement shall be made in accordance with the relevant approved traineeship scheme and shall not operate unless this condition is met.

"Traineeship Scheme" means an approved traineeship applicable to a group or class of employees or to an industry or sector of an industry or an enterprise. A traineeship scheme shall not be given approval unless consultation and negotiation with the union upon the terms of the proposed traineeship scheme and the traineeship have occurred. An application for approval of a traineeship scheme shall identify the relevant union and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiations have occurred. A traineeship scheme shall include a standard format which may be used for a traineeship agreement.

"Parties to a traineeship scheme" means the employer organisation and/or the employer and union involved in the consultation and negotiation required for the approval of a traineeship scheme.

"DEC" means the Department of Training and Education Co-ordination.

"Appropriate State Legislation," means the *Industrial and Commercial Training Act 1989* or any successor legislation.

(iv) Training Conditions -

- (a) The trainee shall attend an approved training course or training programme prescribed in the traineeship or as notified to the trainee by DET in accredited and relevant traineeship schemes.
- (b) A traineeship shall not commence until the relevant traineeship agreement, made in accordance with a traineeship scheme, has been signed by the employer and the trainee and lodged for registration with DET provided that if the traineeship agreement is not in a standard format, a traineeship shall not commence until the traineeship agreement has been registered with DET. The employer shall ensure that the trainee is permitted to attend the training course or programme provided for in the traineeship agreement and shall ensure that the trainee receives the appropriate on-the-job training.
- (c) The employer shall provide a level of supervision in accordance with the traineeship agreement during the traineeship period.
- (d) The employer agrees that the overall training programme will be monitored by officers of DET and training records or work books may be utilised as part of this monitoring process where appropriate.
- (e) Training is to be directed at:
 - (1) the achievement of key competencies required for successful participation in the workplace, where these have not been achieved (e.g., literacy, numeracy, problem solving, team work, using technology), and as are proposed to be included in the Australian Qualification Framework Level 1 qualification. This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or
 - (2) the achievement of competencies of successful participation in an industry or enterprise (where there are endorsed national standards, these will define these competencies), as are proposed to be included in the Australian Qualification Framework Level 2 qualification or above.

(v) Employment Conditions -

- (a) A trainee shall be engaged as a full-time employee for a maximum of one year's duration, provided that a trainee shall be subject to a satisfactory probation period of up to one month, which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of DET, the parties to a traineeship agreement may vary the duration of the traineeship and the extent of approved training, provided that any agreement to vary is in accordance with the relevant traineeship scheme.
 - (b) An employer shall not terminate the employment of a trainee without first having provided written notice of termination to the trainee concerned and DET in accordance with the traineeship agreement or the Industrial and *Commercial Training Act* 1989. The written notice to be provided to DET shall be provided within 5 working days of the termination.
An employer who chooses not to continue the employment of a trainee upon the completion of the traineeship shall notify, in writing, DET of their decision.
 - (c) The trainee is permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the traineeship agreement.
 - (d) Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of the award or any other legislative entitlements.
 - (e)
 - (1) The traineeship agreement may restrict the circumstances under which the trainee may work overtime and shift work in order to ensure the training program is successfully completed.
 - (2) No trainee shall work overtime or shift work on their own, unless consistent with the provisions of this award.
 - (3) No trainee shall work shift work unless the parties to a traineeship scheme agree that such shift work makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shift work trainees.
 - (4) The trainee wages shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the relevant award, unless otherwise agreed by the parties to a traineeship scheme.
 - (f) All other terms and conditions of the relevant award are applicable to the trainee and shall apply, unless specifically referred to by this clause.
 - (g) A trainee who fails to either complete the traineeship or who cannot, for any reason, be placed in full-time employment with the employer on successful completion of the traineeship shall not be entitled to any severance payments.
- (vi) Wages -
- (a)
 - (1) The weekly wages payable to trainees are as provided in Part C, Training Wage.
 - (2) These wage rates will only apply to trainees while they are undertaking an approved traineeship which includes approved training as defined in this clause.
 - (3) The wage rates prescribed by this subclause do not apply to the complete trade level training which is covered by the apprenticeship system.
 - (b) Appendix A - Industry/Skill Levels, of the said Part C, sets out the industry/skill level of an approved traineeship. The industry skill levels contained in the said Appendix A are, prima facie, the appropriate levels but are not determinative of the actual skill levels (i.e., Skill Levels A, B or C) that may be contained in a traineeship scheme. The determination of the appropriate skill level for the purpose of determining the appropriate wage rate shall be made by DET, based

on the following criteria:

- (1) any agreement of the parties;
- (2) the nature of the industry;
- (3) the total training plan;
- (4) recognition that training can be undertaken in stages;
- (5) the exit skill level in the relevant award contemplated by the traineeship.

In the event that the parties disagree with such determination, it shall be open to any party to the award to seek to have the matters in dispute determined by the Industrial Relations Commission of New South Wales.

- (c) For the purposes of Part C, Training Wage, "out of school" shall refer only to periods out of school beyond Year 10, and shall be deemed to:
 - (1) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
 - (2) include any period during which a trainee repeats, in whole or in part, a year of schooling beyond Year 10; and
 - (3) not include any period during a calendar year in which a year of schooling is completed.
- (d) At the conclusion of the traineeship, this clause ceases to apply to the employment of the trainee and the relevant award shall apply to the former trainee.

(vii) Grievance Procedures -

Clause 27, Dispute Settling Procedure, shall apply to trainees.

27. Dispute Resolution

(i) Avoidance of Industrial Disputes -

A procedure for the avoidance of industrial disputes shall apply in establishments covered by this award.

The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation, Co-operation and discussion; and to avoid interruption to the performance of work and the consequential loss of production and wages.

It is acknowledge that in some companies or sectors of the industry, disputes avoidance/ settlement procedures are either now in place or in the process of being negotiated and it may be the desire of the immediate parties concerned to pursue those mutually agreed procedures. In other cases, the following principles shall apply:

- (a) Depending on the issues involved, the size and function of the plant or enterprise and the union membership of the employees concerned, a procedure involving up to four stages of discussion shall apply. These are:

discussions between the employee/s concerned and at his/her request the appropriate union shop steward/delegates, and the immediate supervisors;

discussions involving the employee/s, the shop steward/s and more senior management;

discussions involving representatives from the State Branch of the union and the employer

organisation Branch representatives;

discussions involving senior union officials;

There shall be an opportunity for any party to raise the issue to a higher stage.

- (b) There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (c) Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- (d) Sensible time limits shall be allowed for the completion of the various stages of the discussions. At least seven days should be allowed for all stages of the discussions to be finalised.
- (e) Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance in resolving the dispute.
- (f) In order to allow for the peaceful resolution of grievances the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation are being followed.
- (g) The employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the workplace.
- (h) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award, provided that such duties are not designed to promote de-skilling.
- (i) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- (j) Any direction issued by an employer pursuant to paragraphs (a) and (b) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

28. Enterprise Arrangements

See NSW *Industrial Relations Act*, 1996.

29. Consultation

- (i) Structural Efficiency
 - (a) The parties to this award are committed to Co-operating positively to increase the efficiency, productivity and international competitiveness of the plastic moulding industry and to enhance the career opportunities and job security of employees in the industry.
 - (b) Enterprise Consultation - Enterprises covered by this award shall establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.
 - (c) Measures raised for consideration consistent with subclause (ii) herein shall be related to implementation of the new classification structure, the facilitative provisions contained in this award and, subject to clause 30, Training, matters concerning training.
 - (d) Matters arising which affect award provisions shall be processed pursuant to clause 28, Enterprise Arrangements.

- (e) Any disputes arising in relation to the implementation of subclauses (ii) and (iii) herein shall be subject to the provisions of subclause (viii), of clause 27, Dispute Resolution, of this award.
- (ii) Commitments to Reform

It is a term of this award that the parties undertake to continue with the implementation of structural efficiency measures at both the award and workplace level and that they will assist and actively Co-operate in achieving increased productivity, efficiency and flexibility at those enterprises which fall within the scope of this award.
- (iii) Review Process: Facilitative Provisions and Majority Clauses
 - (a) The parties to this award shall identify and review the effective use of facilitative provisions and majority clauses.
 - (b) The parties acknowledge that consultation with their respective membership, with the objective of implementing the review process, will need to take place.
 - (c) The parties will then confer at regular intervals regarding the proposals at times and dates agreed upon between the parties.
 - (d) Subject to the *Industrial Relations Act* 1996, nothing in this clause shall prevent any of the parties seeking the assistance of the Industrial Relations Commission of New South Wales, either by way of conciliation or arbitration, at any time during the review process.
- (iv) Procedures for In-Plant Discussions
 - (a) Procedures shall be established for in-plant discussions, the objective being to agree on the method of implementing a 38-hour week in accordance with clauses 8, Implementation of 38-Hour Week and 9, Shift Work of this award and entailing an objective review of current practices to establish where improvements can be made and implemented.
 - (b) The procedures should allow for in-plant discussions to be ongoing.
 - (c) The procedures should make suggestions as to the recording of understandings reached and methods of communicating agreements and understandings to all employees, including the overcoming of language difficulties.
 - (d) The procedures should allow for the monitoring of agreements and understandings reached in-plant.
 - (e) In cases where agreement cannot be reached in-plant in the first instance or where problems arise after initial agreements or understandings have been achieved in-plant, a formal monitoring procedure shall apply.
 - (f) Separate to these procedures the employer organisations may provide assistance and guidance to their members on the subject matters to be dealt with in in-plant discussions and on other relevant matters.

30. Training

- (i) The parties to this award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (a) developing a more highly skilled and flexible workforce;
 - (b) providing employees with career opportunities through appropriate training to acquire additional

- skills; and
- (c) removing barriers to the utilisation of skills acquired.
- (ii) Following proper consultation in accordance with subclause (i) of clause 29, Consultation, or through the establishment of a training committee, an employer shall develop a training programme consistent with:
- (a) the current and future skill needs of the enterprise;
- (b) the size, structure and nature of the operations of the enterprise;
- (c) the need to develop vocational skills relevant to the enterprise and the plastic moulding industry through courses conducted by accredited educational institutions and providers.
- (iii) Where it is agreed a training committee be established that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:
- (a) formulation of a training programme and availability of training courses and career opportunities to employees;
- (b) dissemination of information on the training programme and availability of training courses and career opportunities to employees;
- (c) the recommending of the individual employees for training and reclassification;
- (d) monitoring and advising management and employees on the ongoing effectiveness of the training.
- (iv)
- (a) Where, as a result of consultation in accordance with the said clause 29 or through a training committee and with the employee concerned, it is agreed that additional training in accordance with the programme developed pursuant to subclause (ii) herein should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
- (b) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.
- (c) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
- (v) Subclauses (ii), (iii) and (iv) herein shall operate as interim provisions and shall be reviewed after nine months operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in subclause (i) herein. In this connection, the union reserves the right to press for the mandatory prescription of a minimum number of training hours per annum, without loss of pay, for an employee undertaking training to meet the needs of an individual enterprise and/or the plastic moulding industry.
- (vi) Any disputes arising in relation to subclauses (ii) and (iii) shall be subject to the provisions of clause 27, Dispute Resolution, of this award.

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

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

32. Shop Stewards

- (i) An employee appointed shop steward in the shop or department in which the employee is employed shall, upon notification thereof to the employer, be recognised as the accredited representative of the union to which the employee belongs. An accredited shop steward shall be allowed the necessary time during working hours to interview the employer or their representative on matters affecting the employees whom the shop steward represents.
- (ii) Subject to the prior approval of the employer an accredited shop steward shall be allowed, at a place designated by the employer, a reasonable period of time during working hours to interview a duly accredited union official of the union to which the shop stewards belongs on legitimate union business.

33. Notice Board

The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in the plant or in a separate building in each plant so that it will be reasonably accessible to all the employees working under this award. Accredited union representatives shall be permitted to put on the notice board or boards union notices, signed or countersigned by the representative posting it. Any notice posted on such board not so signed or countersigned may be removed by an accredited union representative or by the employer.

34. Basis of Award and Leave Reserved to Apply

- (i) In order to maintain uniformity in the industry this award is based upon the current award of the Australian Industrial Relations Commission known as the Metal, Engineering and Associated Industries Award 1998 Part 1.
- (ii) Leave is reserved to the parties to apply at any time for variation of this award in order to make the rates and conditions of work uniform with any award or order of the Australian Industrial Relations Commission which rescinds and/or varies the award referred to in subclause (i), of this clause, so that uniformity in the industry created by this award may be maintained.
- (iii) Leave is reserved to the union to apply as it may be advised in respect of the classifications and definitions of Machinist, 2nd Class, and Machinist, 3rd Class.

35. Exemption

This award shall not apply to Formica Australia Pty. Limited whilst it continues to observe the terms and conditions of Industrial Agreement No. 7828 filed with the Industrial Registrar on 8 October 1987, or any variation thereof or any agreement made in substitution thereof.

36. Area, Incidence and Duration

This award rescinds and replaces the Plastic Moulding (State) Award published 28 March 1984 and reprinted 10 April 1992 (268 I.G. 1023) and all variations thereof.

- (i) It shall apply to all employees specified herein within the jurisdiction of the Plastic Moulding (State) Industrial Committee
- (ii) This award was first published on 28 March 1984 and took effect from the beginning of the first pay period to commence on or after 18 December 1981. This award was reprinted on 10 April 1992 (268 IG 1023).
- (iii) The award has been reviewed pursuant to Section 19 of the *Industrial Relations Act 1996*. On review the following awards are rescinded:

Plastic Moulding, & c. (State) Wages Adjustment and Redundancy Award published 2 February 1996 (290 I.G. 400), and all variations thereof;

Plastic Moulding, & c. (Training Wage) (State) Award published 30 June 1995 (286 I.G. 443) and all variations thereof;

Miscellaneous Workers' Plastic Moulding, &c. (State) Wages Adjustment, Family Leave and Allowances Award published 18 October 1996 (295 I.G. 431) and all variations thereof.

Changes made to the award pursuant to the review take effect on and from 13 June 2001.

Plastic Moulding (State) Industrial Committee Industries and Callings

All employees engaged in or in connection with plastic moulding in the State, excluding the County of Yancowinna;

Excepting -

Maintenance fitters and turners and toolmakers;

Employees engaged in plastic moulding in the rubber industry or in an industry which manufactures goods by plant and equipment which are normal to the rubber industry.

APPENDIX "A" Classification Definitions

Classification -

- (i) Machine Operator means an adult employee who operates an extrusion injection moulding, blow moulding, compression moulding, vacuum forming or R.F. Welding Machine or any other machine producing plastic articles which require the application of a similar level of skill where such employee is required to exercise discretion as to all or any of the following matters - kind of quantity of powder, pressure, temperature and time of curing and running speed, including take-off speed and screw speed in the case of extrusion. (Old Wage Group G24.)
- (ii) Machine Operator (other) means an adult employee who operates the same machine but does not exercise the discretion referred to in the definitions of machine operator. (Old Wage Group G42.)
- (iii) Examiner of Materials - part finished or finished products - means an adult employee who is specifically engaged as an examiner paid as such and in the course of the employee's duties exercises discretion as to the quality of the work examined. (Old Wage Group G38.)
- (iv) Impregnating Machine Operator means an adult employee engaged on the wet end of impregnating machine used in the manufacture of laminated products known under their registered trade names of Laminex and Panalyte or similar materials. (Old Wage Group G34.)
- (v) Laminating Machine Operator means an adult employee engaged on a laminating press manufacturing laminated products known under their registered trade names of Laminex and Panalyte or similar products. (Old Wage Group G34.)
- (vi) Hand Laminator - Class 1 is an adult employee required to perform all processes listed for "Hand Laminator - Class 2" and able to work from blueprints or drawings. The employee is also to perform both of the following tasks:
 - (a) construct moulds;
 - (b) capable of carrying out repair work on all types of reinforced plastic components. (Old Wage Group G19.)
- (vii) Hand Laminator - Class 2 is an adult employee required to exercise discretion and accept responsibility for the employee's own work and who is capable of bringing a reinforced plastic component to completion.

This includes the following tasks:

preparation of moulds; preparation of constituents, including such operations as performing mat making, fibre, resin, deposition, etc., including use of spray gun; laminating by all methods; stripping and finishing and minor repair work. (Old Wage Group G31.)
- (viii) Assembler means an adult employee, not being a process worker, who assembles and/or fits components and accessories of F.R.P. products. (Old Wage Group G34.)
- (ix) means fibre reinforced plastic.
- (x) Press Operator - Rigid and Semi-rigid Plastic means an adult employee operating a press who shapes sheets of plastic by the application of heat and pressure and is required to exercise discretion as to all or any of the following matters - pressure, temperature and time of curing. (Old Wage Group G33.)
- (xi) Thermo Welder/Fabricator - Rigid and Semi-rigid Plastics, means an adult employee who is required to weld and/or glue and fabricate articles made from rigid or semi-rigid plastic by hand and shall not include an employee operating an electronic or radio frequency welding machine.
- (xii) Process Worker means an employee engaged on:

- (a) repetition work on any automatic, semi-automatic or single purpose machine or any machine fitted with jobs, gauges or other tools rendering operations mechanical (and in connection with which the employee is not responsible for the setting up on the machine or the dimensions of the products other than by checking with gauges, which gauges shall be either unadjustable or, if adjustable, shall not be set by the operator); or
- (b) in the assembling of parts of mechanical appliances or other articles so made in which no fitting or adjustment requiring skill is required; or
- (c) in specialised processes not requiring use of hand tools excepting hammers, pliers, screwdrivers, spanners and files and such tools as are necessary for deburring or removing rags or edging. (Old Wage Group G40.)

APPENDIX "B" INDUSTRY/SKILL LEVELS

Industry/Skill Levels

Industry/Skill Level A

Office Clerical.

Commonwealth Public Sector Clerical.

State Public Sector Clerical.

Local Government Clerical.

Finance, Property and Business Services.

Industry/Skill Level B

Wholesale and Retail.

Recreation and Personal Services.

Transport and Storage.

Manufacturing.

Industry/Skill Level C

Community Services and Health.

Pastoral.

Environmental.

Wholesale and Retail - Vehicle Repair Services and Retail Sector.

PART B

MONETARY RATES

Table 1 — Wages

Adult Employees —

Weekly Rates for Full-time Employees			
Classification	Former Rate per week \$	SWC 2000 per week \$	Total Rates per week \$
Plastics Worker - Grade 1	385.40	15.00	400.40
Grade 2	402.10	15.00	417.10
Grade 3	424.60	15.00	439.60
Grade 4	445.50	15.00	460.50

Junior Employees

Age	Percentage of Grade 2	Former Rate per week	SWC 2000	Rate per week Payable
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	%	\$	per week \$	\$
Under 16 years of age	36.8	147.95	5.55	153.50
At 16 years of age	47.3	190.20	7.10	197.30
At 17 years of age	57.8	232.40	8.70	241.10
At 18 years of age	68.3	274.65	10.25	284.90
At 19 years of age	82.5	331.75	12.35	344.10
At 20 years of age	97.7	392.85	14.65	407.50

Table 2 — Allowances

Item	Clause No.	Brief Description	Amount \$	Payable
1	6.(i)	Meal Allowance	7.70	per meal
2	6.(ii) (a)	Leading Hand: 3 to 10 employees	21.60	per week
3	6.(ii) (b)	Leading Hand: 11 to 20 employees	32.20	per week
4	6.(ii) (c)	Leading Hand: more than 20 employees	40.90	per week
5	6.(iii)	First Aid Allowance	9.80	per week
6	6.(iv) (a)	Dirty Work	0.38	per hour
7	6.(iv) (b) (1)	Hot Places: between 46°C and 54°C	0.38	per hour
8	6.(iv) (b) (2)	Hot Places: exceeding 54°C	0.48	per hour
9	6.(iv) (c)	Wet Places	0.38	per hour
10	6.(v)	Motor Allowance	0.53	per km

PART C - TRAINING WAGES**Table 1 - Industry/Skill Level A**

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

	Highest Year of Schooling		
	Year 10 amount per week \$	Year 11 amount per week \$	Year 12 amount per week \$
School Leaver	128.00(50%) 150.00 (33%)	159.00(33%) 179.00 (25%)	220.00
Plus 1 year out of school	179.00	220.00	256.00
Plus 2 years	220.00	256.00	297.00
Plus 3 years	256.00	297.00	341.00
Plus 4 years	297.00	341.00	
Plus 5 years or more	341.00		

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

Table 2- Industry/Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have

been defined for work at industry/skill level B:

	Highest Year of Schooling		
	Year 10 amount per week	Year 11 amount per week	Year 12 amount per week
	\$	\$	\$
School Leaver	128.00 (50%) 150.00 (33%)	159.00 (33%) 179.00 (25%)	210.00
Plus 1 year out of school	179.00	210.00	241.00
Plus 2 years	210.00	241.00	282.00
Plus 3 years	241.00	282.00	323.00
Plus 4 years	282.00	323.00	
Plus 5 years or more	323.00		

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

Table 3- Industry/Skill Level C

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

	Highest Year of Schooling		
	Year 10 amount per week	Year 11 amount per week	Year 12 amount per week
	\$	\$	\$
School Leaver	128.00 (50%) 150.00 (33%)	159.00(33%) 179.00 (25%)	196.00
Plus 1 year out of school	179.00	196.00	221.00
Plus 2 years	196.00	221.00	247.00
Plus 3 years	221.00	247.00	278.00
Plus 4 years	247.00	278.00	
Plus 5 years or more	278.00		

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

B. W. O'NEILL, Commissioner.

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(515)

SERIAL C0508**PAINT AND VARNISH MAKERS, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notice of award review pursuant to section 19 of the *Industrial Relations Act 1996*

(Nos. IRC 5805 of 1999 and 1828 of 2000)

Before Commissioner O'Neill

6 June 2001

REVIEWED AWARD**1. Arrangement of Award**

Clause No.	Subject Matter
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PART B

MONETARY RATES

Table 1 - Wage Rates

Table 2 - Wage Rates - Laboratory Employees

Table 3 - Allowances

2. Definitions

"Commission" means the Industrial Relations Commission of New South Wales.

"Laboratory Assistant" shall mean an employee, other than a professional employee, trainee professional employee or paint technician, who is currently studying for a chemistry certificate, or a certificate course appropriate to the work in which he or she is engaged, or achieved an equivalent standard of skill or knowledge, and is engaged in a laboratory in assisting in the preparation of new formulations and in the application of routine tests in connection with a section or department whose principal function is the development of and research into new products or improved formulations, or is performing duties deemed by the employer to be equivalent thereto; or is engaged in a laboratory performing production-investigational work associated with existing products and formulation, or is performing duties deemed by the employer to be equivalent thereto.

"Laboratory Attendant" means an employee, other than a professional employee, trainee professional employee, paint technician, laboratory assistant, trainee laboratory assistant or laboratory assistant or laboratory tester who is engaged in a laboratory or test department, and whose duties are principally those of cleaning laboratory equipment and may include the replenishment of laboratory raw materials.

"Laboratory Tester" shall mean an employee other than a professional employee or trainee professional employee, paint technician or laboratory assistant, who is engaged in a production or other laboratory in the performance of routine tests by established methods.

"Paint Technician" shall mean an employee other than a professional employee who is required to perform duties of a technical nature in an analytical, production-investigational, developmental, experimental or research laboratory, and who has been engaged for at least four years as a laboratory assistant and has completed the necessary period of training in order to gain a certificate and who has received a certificate appropriate to his or her duties from the Department of Education such as chemistry certificate or qualification deemed by the employer to be equivalent or who has sufficient practical experience deemed by the employer to be equivalent thereto; or who has passed two years of a full-time course or the first three years of a part-time course for a degree or equivalent professional qualification or who has sufficient practical experience deemed by the employer to be equivalent thereto.

"Ordinary Rate" means the appropriate rate prescribed herein for forty hours of ordinary time.

"Site" means any premises of an employer used for or in connection with the manufacture, treatment, processing, handling, storage or distribution of materials or products used in or in connection with decorative or protective surface coatings, or coverings and associated products.

"Trainee" shall mean a laboratory employee who is undergoing and proves to the satisfaction of the employer

when requested, that he or she is continuing a certificate course or a course leading to a degree or diploma appropriate to his or her work prescribed by the appropriate Education Department in the State or any course at least equivalent thereto.

"Union" means Australian Liquor Hospitality and Miscellaneous Workers Union, New South Wales Branch.

"Year" means calendar year unless the context provides otherwise.

3. Classifications

The following shall be the classification grades of employees subject to this award:

(a) Paint Workers -

- (i) **Paint Worker Grade 1 (Trainee)** - This classification shall be the entry point into the paint manufacturing industry, where a person has no comparable experience in manufacturing industry. A person in this classification shall perform various routine duties, including the provision of assistance to other employees, whilst working under direct supervision.

A Grade 1 Paint Worker shall undertake basic training in the industry, including induction training. Illustrative tasks which fall within this grade include hand filling, hand labelling, cleaning and general hands work. It is anticipated that progression from this grade to a higher grade shall be achievable by all weekly employees.

- (ii) **Paint Worker Grade 2** - This classification encompasses the various semi-skilled jobs in the industry. A person in this classification shall have undertaken basic training in the paint industry or a comparable industry, will work under general supervision and have completed or be involved in training so as to enable the person to perform work within the scope of this grade.

A Grade 2 Paint Worker shall perform work falling within the lower grade and be proficient in duties for which they have been trained within a site's functional stream(s). The duties include work of the following nature:

- (a) basic repetitive work on automated or single purpose machines or equipment, e.g., automatic filling;
- (b) simple machine tinting;
- (c) basic receipt, dispatch and inventory work;
- (d) security work;
- (e) routine maintenance work;
- (f) laboratory aide;
- (g) order picking;
- (h) filter press operation;
- (i) non-licensed electric fork operation.

- (iii) **Paint Worker Grade 3** - This classification encompasses the more skilled specialised jobs in the industry. A person in this classification shall work under general routine supervision, be responsible for their own work and have completed or be involved in training so as to enable the person to perform work within the scope of this grade.

A Grade 3 Paint Worker shall perform work falling within the lower grades and be proficient in duties for which they have been trained within a site's functional stream(s). The duties include work of the following nature:

- A. mill operation;
- B. dispersion operation;
- C. raw materials preparation;
- D. powder coating operations;
- E. resin manufacturing under supervision;
- F. operation of all materials handling equipment;

- G. tinting under supervision;
- H. routine production testing;
- I. elementary research and development work involving no formal training;
- J. make up operation;
- K. fully integrated automated filling systems (i.e., Taubmans Pty Ltd, Villawood).

- (iv) **Paint Worker Grade 4** - This classification encompasses the various skilled jobs in the industry. A person in this classification shall be generally responsible for their own work, have completed training so as to enable the person to perform work within the scope of this grade and be able to perform work from complex instructions and procedures.

A Grade 4 Paint Worker shall perform work falling within the lower grades for which they have been trained within a site's functional stream(s) and be proficient in duties of the following nature:

- A. bulk paint tinting;
- B. resin manufacturing.

- (v) **Team Leader - Grade 5** - A person appointed by the employer to this position shall be responsible as follows:

- A. performance appraisal;
- B. quality control;
- C. production control;
- D. training of other employees;
- E. safety management;
- F. accountability for manufacturing process.

(b) **Laboratory Employees - Classifications -**

- (i) **Paint Laboratory Worker Grade 1** (equivalent to Paint Worker Grade 1) - Trainee with no laboratory or manufacturing experience, undergoing industry induction training.

- (ii) **Paint Laboratory Worker Grade 1A** (equivalent to Paint Worker Grade 2) - Employee with industry experience, working as Laboratory Aide, undertaking basic in-house training. Works under general supervision. Meets the required standards of reading and writing and shall be trained to be proficient in the following areas:

- A. storage and retrieval of batch samples;
- B. basic routine testing under supervision;
- C. elementary communication with laboratory and factory personnel;
- D. maintenance and cleaning of laboratory equipment;
- E. keeping accurate records.

- (iii) **Paint Laboratory Worker Grade 2A** (equivalent to Paint Worker Grade 3) - Employee with industry experience, working as a routine production tester or at elementary research and development work requiring no formal training. A person in this classification shall work under general supervision, be responsible for their own work and have completed or be involved in training so as to enable them to perform work within the scope of this grade. A Paint Laboratory Worker Grade 2A shall perform work falling within lower laboratory grades and be proficient in duties for which they have been trained. The duties include work of the following nature:

- A. training new Paint Laboratory Workers Grade 1A if required;
- B. carrying out, firstly with supervision and then without, routine production testing;
- C. performing simple batch adjustments without supervision;
- D. testing of laboratory samples.

- (iv) **Paint Laboratory Worker Grade 2B** - On commencement and continuation of study of Year 1 of Associate Diploma in Chemistry/Chemical Technology or on commencement of study for the Advanced Certificate in Chemical Technology, a Paint Laboratory Worker Grade 2B shall

perform duties equivalent to those of a Paint Laboratory Worker Grade 2A and, in addition, shall make laboratory samples; provided that progression from Paint Laboratory Worker Grade 2A to Paint Laboratory Worker Grade 2B shall be at the invitation of the employer.

- (v) **Paint Laboratory Worker Grade 2C** - Having completed and passed Stage 1 of the Chemistry Certificate course, or on successful completion and passing of Year 1 of the Advanced Certificate in Chemical Technology (or the equivalent of Year 1 studies) and be studying for Year 2, a Paint Laboratory Worker Grade 2C shall work under minimum supervision, be responsible for their own work and be involved in training so as to enable them to perform work within the scope of this grade. A person in this classification shall perform work falling within lower laboratory grades for which they have been trained and use judgement and problem solving skills to perform a range of routine and non-routine tests. The duties include work of the following nature:

- A. performance of advanced batch adjustments/corrections;
- B. ability to make up and test all types of paints to provide formulae;
- C. training of lower grade laboratory workers.

- (vi) **Paint Laboratory Worker Grade 3** - On successful completion and passing of Year 1 of the Associate Diploma in Chemistry/Chemical Technology (or the equivalent of Year 1 studies) and be studying for Year 2; or having completed and passed Stage 2 of the Chemistry Certificate course; or on successful completion and passing of Year 2 of the Advanced Certificate in Chemical Technology (or the equivalent of Year 2 studies) and be studying for Year 3; or not less than five years experience, and having duties and responsibilities of an employee who has completed and passed Year 1 of the Associate Diploma or Stage 2 of the Chemistry Certificate.

A Paint Laboratory Worker Grade 3 shall work under minimum supervision, be responsible for their own work and have completed or be involved in training so as to enable the person to perform work within the scope of this grade.

A person in this classification shall perform work falling within lower laboratory grades for which they have been trained and use judgement and problem solving skills to perform the full range of routine and non-routine tests. The duties include work of the following nature:

- A. modifications to existing formulae when deficiencies within the product are found;
- B. solving of quality control problems that may arise;
- C. training of lower grade laboratory workers.

- (vii) **Paint Laboratory Worker Grade 4** - On successful completion and passing of Year 2 of the Associate Diploma in Chemistry/Chemical Technology (or the equivalent of Year 2 studies) and be studying for year 3; or hold the Associate Diploma in Chemistry/Chemical Technology and have no relevant industry experience; or having completed and passed Stage 3 of the Chemistry Certificate course; or having completed and passed the Advanced Certificate in Chemical Technology and having been employed as a PLW Grade 3; or not less than 10 years' experience, and having duties and responsibilities of an employee who has completed and passed Year 2 of the Associate Diploma or Stage 3 of the Chemistry Certificate.

A Paint Laboratory Worker Grade 4 shall work under limited supervision, be responsible for their own work and have completed or be involved in training so as to enable the person to perform work within the scope of this grade. A person in this classification shall perform work falling within lower laboratory grades for which they have been trained and apply specialised technical skills, in addition to the full range of laboratory skills, to specific projects. A PLW 4 shall also be involved in training of other laboratory workers and be able to provide guidance and assistance as part of a work team.

A Paint Laboratory Worker Grade 4 understands the equipment and principles being used. The duties include work of the following nature:

- A. preparing reports as directed;
- B. being involved as part of a team in high level trouble shooting;
- C. providing on-the-job training;

- D. assisting in the analysis of production problems;
- E. application of skills to non-routine testing.

- (viii) **Paint Laboratory Worker Grade 5** - On successful completion and passing of Year 3 of the Associate Diploma in Chemistry/Chemical Technology (or the equivalent of Year 3 studies) and be studying for Year 4; or successfully completed and passed the Chemistry Certificate course; or having successfully completed and passed both the Advanced Certificate in Chemical Technology and the Surface Coatings Technology Post- Technician Certificate course.

A Paint Laboratory Worker Grade 5 shall be responsible for their own work, perform work falling within the lower laboratory grades for which they have been trained and be able to work unsupervised. The duties include work of the following nature:

- A. the making of recommendations regarding improvement to testing and/or instruments;
- B. setting up and/or operation of test equipment involving computer operating and programming skills;
- C. provides technical guidance;
- D. applies industrial and academic experience in coatings and chemicals to solve problems or develop new products and processes;
- E. assist in the design and conduct of tests to NATA and other regulatory requirements and develop procedures and methods from standards.

- (ix) **Paint Laboratory Worker Grade 6** - Successfully completed and passed the Associate Diploma course in Chemistry/Chemical Technology; or successfully completed and passed the Chemistry Certificate course and the Surface Coatings Technology Post-Technician Certificate course.

A Paint Laboratory Worker Grade 6 is required to perform work requiring mature technical knowledge involving a higher degree of autonomy, originality and independent judgement. The duties include work of the following nature:

- A. responsibility for the co-ordination of employees' work;
- B. plan and implement those programmes necessary to achieve company objectives;
- C. apply knowledge and/or provide technical guidance.

A person in this classification shall, in addition to the skills required by a Paint Laboratory Worker Grade 5, have the ability to operate within broad statements of objectives, without requiring detailed instructions, provide specialised technical guidance to other employees performing work within the same technical field and perform work falling within the lower laboratory grades for which they have been trained.

A Paint Laboratory Worker Grade 6 may be responsible for supervising a group of employees.

- (x) **Paint Laboratory Worker Grade 7** - Successfully completed and passed the Associate Diploma course in Chemistry/Chemical Technology and successfully completed and passed the Surface Coatings Technology Post-Technician Certificate course.

A Paint Laboratory Worker Grade 7 shall have no less a responsibility than that of a PLW Grade 6.

(c) **Course Attendance -**

- (i) An employee who attends in any one year not less than 80% of the maximum possible attendances at the approved course at the training institution at which such employee is pursuing his or her course of study and passes the annual examination in that year or, if there is no examination, receives a satisfactory report, shall be reimbursed by his or her employer all fees paid by such employee for that course during that year.

In the case of an employee who complies with the foregoing requirements for attendances and who passes and receives a satisfactory report in a proportion of the subjects taken by him or her in any year, the employer shall reimburse a like proportion of fees. The employer shall not,

however, be required to reimburse fees or a proportion thereof for more than one year in excess of the period prescribed by the training institution for the approved course. Provided that where an employer and employee agree in writing, an employee may undertake a course of study other than an approved course and such course shall be reimbursed in the manner described in the aforementioned two paragraphs. Where a trainee is in the employ of more than one employer in any school year, then such employer shall be liable only for the payment of fees pro rata to the period of employment with the employer.

- (ii) An employee shall be allowed reasonable time without loss of pay (not exceeding an average of eight hours per week during a semester) for the purpose of attending classes in connection with the appropriate certificate course.

In the event of disagreement between the employer and an employee regarding the course of study for any year, the recommendation of the educational accreditation committee shall be accepted.

The employer shall endeavour to see that any employee shall not be obliged to work overtime when it interferes with such employee's studies.

No employee shall be employed upon shift work which may interfere with his or her studies or examination preparation.

- (iii) An employee shall be allowed reasonable leave of absence, without loss of pay, for the purpose of sitting for examinations on any subject(s) being studied for the year.

(d) Implementation of New Structure

- (i) An employer shall notify each laboratory employee of the appropriate classification of that employee.
- (ii) The parties shall co-operate in the transition from the old structure to the new structure in an orderly manner without creating false expectation or disputation.
- (iii) There shall be an Industry Consultative and Accreditation Committee made up of representatives of the employers and the unions. The committee shall assist in the resolution of disputes arising from the application and operation of the classification structure, co-ordinate the accreditation of training courses and will act as a mechanism of appeal for employees dissatisfied with their grading.
- (iv) Should the committee be unable to resolve any disputes arising from the application and operation of the new classification structure, any party may refer the matter to the Industrial Relations Commission of New South Wales.

(e) Incidental Duties

Employees are to perform work which is incidental or peripheral to their main tasks or functions, being the work the duties of which are within the limits of the employee's skill, competence and training.

4. Wages

The minimum rates of pay for weekly employees shall be as set out in Table 1 and Table 2 of Part B Monetary Rates

The rates of pay in this award include the adjustments payable under the State Wage Case 2000. These adjustments may be offset against:

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

5. Additional Payments

- (i) **Leading Hand** - An employee appointed as a leading hand by the employer shall, for each week worked, receive the following amounts:
 - (a) In charge of not less than one and not more than 10 employees or a laboratory leader in charge of laboratory assistants - an amount per week as set out in Item 1 of Table 3 - Allowances, of Part B, Monetary Rates.
 - (b) In charge of 11 or more employees or a laboratory leader in charge of paint technicians - an amount as set out in Item 2 of the said Table 3.
- (ii) **Storeperson Working Singly** - A store person who has control of a store when no direct supervision is exercised and is responsible for the receipt, issuing and stock checking of goods and/or materials and the notation of necessary documents shall receive the sum per week as set out in Item 3 of Table 3 for all purposes of the award in addition to his/her classification rate, with the provision that any employee whose work is defined elsewhere in this clause shall suffer no reduction in wages.

6. Laboratory Employees

- (i) **Terms and Conditions:** The following terms and conditions shall apply, notwithstanding anything else contained in this award dealing with the same specific subject matters, to employees engaged in laboratories and classified as Laboratory Trainee, Laboratory Assistant or Paint Technician:
 - (a) **Period of Hire:** Period of hire may be weekly, fortnightly or monthly as offered by the employer.
 - (b) **Notification of Classification to Employees:** Any employee shall on the date of commencing employment be advised in writing of the classification which is effective, i.e., "laboratory assistant studying for first stage of a chemistry certificate course or equivalent or having achieved equivalent standard of skill or knowledge." Subsequently upon any promotion above that appointment the employee will be advised of his or her new classification.
 - (c) **Provision of a Certificate of Service:** Upon termination of employment that employer when requested by the employee shall provide a certificate of service stating length of service, duties performed and classification.
 - (d) **Method of Payment:** Method of payment of salary may be by cash, cheque or cheque paid to an employee's nominated bank account as agreed between the employer and the employees.
 - (e) **Award Conditions:** In all other respects the conditions of this award shall apply to such employees.
- (ii) **Trainees**
 - (1) Trainees shall receive the following as minimum rates of pay expressed as a percentage of the total rate of pay prescribed for the classification of "Laboratory Assistant" - studying for first stage of a chemistry certificate course or equivalent or having achieved equivalent standard of skill or knowledge:

	Percentage
At 16 years of age	70
At 17 years of age	85
At 18 years of age	100

At 19 years of age or over - the appropriate total rate of pay for the classification of "Laboratory Assistant" or "Paint Technician" in accordance with the qualification or experience gained.
 - (2) The proportion of trainees under the age of 18 years of age who may be employed by any employer shall not exceed one such junior trainee to every two or fraction of two adults in that

area in which the trainee is employed. This proportion shall not be varied without prior consultation and agreement with the Union.

- (3) A trainee who attends in any one year not less than 80 per cent of the maximum possible attendances of the approved course at the training institution at which such employee is pursuing his/her course of study and passes the annual examination in that year or, if there is no examination, receives a satisfactory report, shall be reimbursed by his/her employer all fees paid by such employee for that course during that year. In the case of a trainee who complies with the foregoing requirement for attendances and who passes or receives a satisfactory report in a proportion of the subjects taken by him/her in any year the employer shall reimburse a like proportion of fees. The employer shall not, however, be required to reimburse fees or a proportion thereof for more than one year in excess of the period prescribed by the training institution for the approved course. Provided that where a trainee is in the employ of more than one employer in any school year then such employer shall be liable only for the payment of fees pro rata to the period of employment with that employer.
- (4) Trainees shall be allowed reasonable time without loss of pay (not exceeding an average of eight hours per week during a school term) for the purpose of attending classes in connection with the appropriate certificate course.

In the event of disagreement between the employer and trainee regarding the course of study for any year, the recommendation of the educational institution shall be accepted. The employer shall endeavour to see that any trainee shall not be obliged to work overtime when it interferes with such trainee's studies. No trainee shall be employed upon shift work which may interfere with his/her studies or examination preparation. Any trainee shall be allowed reasonable leave of absence without loss of pay for the purpose of sitting for examinations on any subject being studied for the year.

(iii) **Safe Working Conditions and Safety Equipment**

- (a) **Fume Cupboards and Safety Equipment** - Every laboratory shall be equipped with adequate fume cupboards where necessary, fire fighting equipment and any special equipment or rooms essential to the safe handling of any chemical or process.
- (b) **Work in Abnormal Conditions** - Where an employee is required to work in abnormal conditions, the employer shall take all reasonable precautions to ensure that the employee will work under conditions of the maximum possible safety and comfort.
- (c) **Damaged Clothing or Equipment** - Where an employee as a result of performing any duty required by the employer, and as a result of negligence of the employer, suffers any damage to or soiling of clothing or other personal equipment, including spectacles and hearing aids, the employer shall be liable for the replacement, repair or cleaning of such clothing or personal equipment including spectacles and hearing aids.

7. Junior Employees

- (i) Junior employees under the age of 18 years of age shall be properly supervised at all times.
- (ii) A junior employee shall be paid the following percentage of the ordinary rate prescribed by this award for the appropriate adult classification:

	Percentage
At 16 years of age	70
At 17 years of age	85
At 18 years of age	100

8. First-aid Allowance

- (i) An employer shall endeavour to have at least one employee trained to render first-aid in attendance when work is performed at an establishment.
- (ii) 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 shall be paid a weekly allowance of an amount as set out in Item 4 of Table 3 - Allowance of part B - Monetary Rates if appointed by the employer to perform first-aid duty.
- (iii) The employer will reimburse travelling and text book expenses actually incurred when an employee carries out first-aid training at the request of the employer.

9. Mixed Functions

- (i) If by direction of the employer an employee is engaged for more than one hour in any day or shift on duty carrying a higher rate than his or her ordinary classification such employee shall be paid the higher rate for such day or shift.
- (ii) Where an employee is called upon to perform duties for which a lower rate is fixed the employee shall suffer no deduction in pay for the balance of the current pay week.

10. Tea Breaks and Meal Periods

- (i) Each day shift employee shall be permitted a ten minute break in the first half of each day and a ten minute break in the second half of each day at times to be nominated by the employer for tea breaks. Such breaks shall be without deduction of pay if taken at the work place or other place nominated by the employer.
- (ii) Meal periods shall be not less than thirty minutes and not more than forty-five minutes and shall be taken at times nominated by the employer.
- (iii) No employee shall be required to work for more than five hours without a meal period or crib break.

11. Crib Break

- (i) Where the period of overtime is to exceed 1.5 hours an employee prior to starting such overtime after working ordinary hours shall be allowed a crib break of 20 minutes which shall be paid for at ordinary rates.
- (ii) An employee working overtime after working ordinary hours shall be allowed a crib break of 20 minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib break.
- (iii) An employer and employee may agree to any variation of this clause to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

12. Call Back

An employee recalled on any day to work overtime after leaving the employer's establishment shall be paid a minimum of four hours' work at the appropriate hourly rate for each time such employee is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours as the case may be if the job he or she was recalled to perform is completed within a shorter period. This clause shall not apply in cases where it is customary for an employee to return to an employer's site to perform a specific job outside his or her ordinary working hours or where the overtime is continuous with the completion or commencement of ordinary working time.

13. Sunday and Holiday Work—Day Workers

- (i) An employee required to work on a Sunday shall be paid at the rate of two and one-half times the ordinary rate with a minimum payment of four hours.
- (ii) An employee required to work on a public holiday save where a day's leave has been substituted shall be paid for all time worked at the rate of two and one-half times the ordinary rate with a minimum payment of four hours.

14. Washing Time

All employees shall be allowed five minutes prior to meal times and ten minutes prior to the ordinary ceasing time for the purposes of cleaning themselves: Provided that employees working in dry lead and/or dry colour manufacturing shall, in lieu of ten minutes, be allowed fifteen minutes prior to ceasing time.

15. Payment of Wages

- (i) Unless otherwise agreed between an employer and the employees wages shall be paid to each employee weekly no later than Thursday and prior to work ceasing.
- (ii) An employee who is kept-waiting for payment of wages after work has ceased shall be paid at overtime rates unless the employer can establish legitimate cause outside of the employer's control for late payment.
- (iii) Wages and other entitlements may be paid by cheque or in cash or by agreement between the employer and employee concerned. Further, by agreement between the union and the employer, wages and other entitlements may be paid by electronic bank transfer in accordance with agreed practice at individual establishments.
- (iv) Unless otherwise agreed between an employer and the employee where a pay day falls on a public holiday or a public holiday follows immediately after the usual pay day for that week, wages shall be paid on the ordinary working day preceding the usual pay day.
- (v) Each employee shall at request be given details of his or her total weekly pay.

16. Time and Wages Book

- (i) Each employer shall keep a record or system from which can be readily ascertained the name and occupation of each employee, the hours worked each day, and the wages and entitlements paid each day period.
- (ii) The time occupied by an employee in filling in any time record or cards or in the making of records shall be treated as time of duty but this does not apply to checking in or out when entering or leaving the employer's premises.
- (iii) The time and wages record shall be open for inspection to a duly accredited union official during the usual office hours at the employer's office: Provided that an inspection shall not be demanded unless the branch secretary of the union or the official suspects that a breach of this award has been committed: Provided also that only one demand for such inspection shall be made in one fortnight at the same establishment.
- (iv) The official making such inspection shall be entitled to take a copy of entries in a time and wages record relating to a suspected breach of this award.

17. Meal Allowance

Any employee required to work and who so works overtime for more than one hour after working ordinary hours shall either be supplied with an adequate meal or paid an amount as set out in Item 5 of Table 3 - Allowances, of Part B, Monetary Rates, for each meal. The meal allowance shall be paid to the employee

weekly, at the time when normal pay is made, or by such other arrangement as may be mutually acceptable.

For the purpose of this clause, crib break, if applicable, shall not be regarded as overtime worked.

18. Contract of Engagement

- (i) Any employee not specifically engaged as a casual shall be deemed to be employed by the week.
- (ii) A weekly hired employee shall be terminated by one week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages, as the case may be - provided this shall not affect the right of an employer to dismiss any employee summarily without notice for neglect of duty or misconduct, and in such case wages shall be paid up to the time of dismissal only. An employee who has given or been given notice to terminate employment shall continue in employment until the date of expiration of such notice.
- (iii) An employee who, having been given or has given notice and without reasonable cause is absent from work during the period of notice, shall be deemed to have abandoned his or her employment and shall not be entitled to payment for work done within that period. By arrangement with the employer an employee working out a period of notice may be granted one day's leave without pay to seek alternative employment.

19. Casuals

A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one-fortieth of the ordinary rate prescribed by this award for the work performed plus 25 per cent.

20. Hours of Work (Day Workers)

Ordinary hours of work shall be forty per week to be worked in five days, Monday to Friday inclusive, of eight hours each continuously except for meal breaks at the discretion of the employer, between 7.00 a.m. and 5.30 p.m.; provided that the spread of hours or daily hours prescribed may be altered as to all or a section of the employees by mutual agreement between the employer and the union provided further that day work shall not in any event commence before 6.00 a.m. or finish after 6.00 p.m.

Provided further that work done outside the spread of hours fixed in accordance with this clause for which overtime rates are otherwise payable shall be deemed to be part of the ordinary hours of work where for reasons other than for proven illness or by leave of the employer the ordinary hours worked within the prescribed spread of hours in any week are less than forty.

21. Shift Work

- (i) Definitions--For the purpose of this clause:

"Afternoon Shift"--means any shift finishing after 6p.m. and at or before midnight.

"Continuous Work"--means any work carried on with consecutive shifts of employees throughout the 24 hours of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

"Early Morning Shift"--means any shift commencing after midnight and before 6.00 a.m.

"Day Shift"--shall mean a shift commencing after 7 a.m. and finishing at or before 6 p.m.

"Night Shift"--means any shift finishing after midnight and at or before 8 a.m.

"Rostered Shift"--means a shift of which the employee concerned has had at least 48 hours' notice.

- (ii) Hours--Continuous Work Shifts--This subclause shall apply to shift workers on continuous work as hereinbefore defined.

The ordinary hours of such shift workers shall not exceed:

8 in any one day;
48 in any one week;
88 in 14 consecutive days; or
160 in 28 consecutive days.

Subject to the following conditions such shift workers shall work at such times as the employer may require:

A shift shall consist of not more than 8 hours inclusive of crib time.

Except at the regular changeover of shifts an employee shall not be required to work more than one shift in each twenty-four hours.

Twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.

- (iii) Hours -- Other Than Continuous Shift Work--This subclause shall apply to shift workers not upon continuous work as hereinbefore defined.

The ordinary hours of such shift workers shall not exceed -- 40 in any week to be worked in five shifts of eight hours on Monday to Friday inclusive or five shifts of not more than eight hours, and one shift (Saturday) of not more than four hours; or

80 in 14 consecutive days in which case an employee shall not without payment for overtime be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than five hours without a break for a meal

Except at the regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.

- (iv) Rosters -- Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.
- (v) Variation by Agreement -- The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment.

The time of commencing and finishing shifts, once having been determined may be varied by agreement between the employer and the employees concerned to suit the circumstances of the establishment or, in the absence of agreement, by seven days' notice of alteration given by the employer to the employees.

Prior to establishing any new shift or ceasing any established shift an employer shall give the union not less than one week's notice of his intention and shall discuss with the union manning levels and implementation.

- (vi) Afternoon or Night Shift Allowances--A shift worker on continuous work whilst on afternoon shift shall be paid 17.5 per cent or whilst on night shift 20 per cent more than the ordinary rate for such shift.

A shift worker on other than continuous work whilst on afternoon shift shall be paid 17.5 per cent or whilst on night shift 20 per cent more than the ordinary rate for such shifts. A shift worker who works on any afternoon or night shift which does not continue for at least five successive afternoons or nights at a five-day work site or for at least six successive afternoons or nights at a six-day work site shall be paid at the rate of time and one-half.

An employee who: during a period of engagement on shift works night shift only; or remains on night

shift for a longer period than four consecutive weeks; or

works on a night shift, which does not rotate or alternate with another shift or with day work so as to give at least one-third of the working time off night shift in each shift cycle;

shall during such engagement, period or cycle, be paid 30 per cent more than the ordinary rate for all time worked during ordinary working hours on such night shifts.

(vii) Except as provided in subclause (viii), of this clause, no shift premium shall be paid for early morning or day shifts.

(viii) The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and one-half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of subclause (vi), of this clause.

(ix) Overtime--

(a) A shift worker required to work overtime on a Saturday, Sunday or public holiday shall be afforded at least four hours work or paid for four hours at the appropriate rate, except where such overtime is continuous with overtime commenced on the previous day or in relation to regular change of shift.

(b) A shift worker for all time worked in excess of eight hours or outside the ordinary working hours prescribed or on a shift other than a rostered shift shall--

if employed on continuous work be paid at the rate of double time; or

if employed on other shift work be paid at the rate of time and one-half for the first two hours and double time thereafter; except in each case where the time is worked-- by arrangement between the employees themselves; for the purpose of effecting the customary rotation of shifts; or

is due to the fact that the relief employee does not come on duty at the proper time.

Provided that when not less than eight hours' notice has been given to the employer by the relief that he or she will be absent from work and the employee who should be relieved is not relieved, the unrelieved employee shall be paid at the rate of time and one-half for the first four hours on duty after having finished his or her ordinary shift and a rate of double time thereafter, provided that where the employee is required to continue to work on his or her rostered day off the rate shall be double time.

In all such calculations shift premiums shall be excluded.

(c) In calculating overtime each shift shall stand alone.

Provided that where the adoption of any particular roster results in the regular working of a shift at overtime rates, the overtime in question may be regarded as having accrued in equal amount during the weeks of the shift cycle, and, if requested by a majority of the shift workers concerned, be paid accordingly instead of being paid in the pay week in which it is worked.

(x) Sundays and Holidays--A shift worker on continuous shift for work done on a rostered shift, the major portion of which is performed on a Sunday, shall be paid at the rate of double time. A shift worker on continuous shift for work done on a rostered shift the major portion of which is performed on a holiday, shall be paid at the rate of double time with a minimum of four hours. A shift worker on other than continuous work for all time worked on a Sunday or holiday shall be paid double time and one-half. Where shifts commence between 11.00 p.m. and midnight on a Sunday or holiday the time worked before midnight shall not entitle the employee to the Sunday or holiday rate: Provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or

holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

- (xi) Requirements to Work Reasonable Overtime--An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
- (xii) Daylight Saving--Notwithstanding anything contained elsewhere in this award, where by reason of the legislation of the State Government, summer time is prescribed as being an advance of the standard time of the State the length of any shift:

- (a) commencing before the time prescribed by the relevant legislation for the commencement of summer time period: and
- (b) commencing on or before the time prescribed by such legislation for the termination of a summer time period,

shall be deemed to be the number of hours represented by the difference between the time recorded by the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the State legislation.

In this subclause the expression "standard time" and "summer time" shall bear the same meaning as are prescribed in the legislation.

- (xiii)
 - (a) When overtime work is necessary it shall wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. An employee (other than a casual) who works so much overtime between the termination of his or her ordinary work on one day and the commencement of his or her work on the next day that the employee has not had at least 10 consecutive hours off duty between those times, shall, subject to subclause (b), be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during that time off duty.
 - (b) If on the instructions of his or her employer such an employee resumes or continues work without having had 10 consecutive hours off duty the employee shall be paid at the rate of double time for all time so worked until the employee is released from duty and the employee shall then be entitled to be absent from work without loss of pay for ordinary working time until the employee has had 10 consecutive hours off duty.
 - (c) The provisions of subclause (b) shall apply in the case of shift workers who change from one shift to another as if eight hours were substituted for ten hours when overtime is worked for the purposes of changing shift rosters, or where a shift worker does not report for duty, or where a shift is worked by arrangement between employees for their own personal benefit.

22. Overtime (Day Workers)

- (i) Notwithstanding anything elsewhere contained in this award, all overtime on any day other than a Sunday or a public holiday shall be paid for at the rate of one and one-half times the ordinary rate for the first two hours and two times the ordinary rate thereafter.
- (ii) In calculating overtime each day shall stand alone.
- (iii) An employee shall work reasonable overtime as directed by his employer.
- (iv) An employee required to work overtime on a Saturday, Sunday or public holiday shall be afforded at least four hours' work or paid for four hours at the appropriate rate except where such overtime is

continuous with overtime commenced on the previous day.

- (v) When overtime work is necessary it shall wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. An employee (other than a casual) who works so much overtime between the termination of his or her ordinary work on one day and the commencement of his or her work on the next day that the employee has not had at least 10 consecutive hours off duty between those times, shall, subject to subclause (vi), be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during that time off duty.
- (vi) If on the instruction of his or her employer such an employee resumes or continues work without having had 10 consecutive hours off duty the employee shall be paid at the rate of double time for all time so worked until the employee is released from duty and the employee shall then be entitled to be absent from work without loss of pay for ordinary working time until the employee has had 10 consecutive hours off duty.

Time Off in Lieu of Overtime

- (vii) Time off in lieu of overtime may be taken by mutual agreement between the employer and employee. Such time off in lieu shall be calculated at the appropriate overtime rate payable for the overtime worked.
- (viii) Time off in lieu may be taken in either of the following ways:
 - (a) By the full overtime rate being accrued as time off in lieu.
 - (b) By overtime worked being paid at the employee's ordinary rate of pay with the penalty component of the overtime worked being taken as time off in lieu.
- (ix) Any accumulated time off in lieu must be paid out upon termination at the employee's appropriate rate of pay on the date of termination.
- (x) Accumulation of time off in lieu shall be to a maximum 1 day per fortnight.
- (xi) This clause shall not be used to discriminate against particular employees with respect to the allocation of overtime to those employees at a particular enterprise or within a section of an enterprise.

23. Public Holidays

- (i) An employee on weekly hiring shall be entitled without loss of pay, to public holidays as follows: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight-Hour Day or Labour Day, Christmas Day, Boxing Day, or such other day as is generally observed in a locality in addition to, or as a substitute for, any of the said days respectively.
- (ii) In addition to the public holidays prescribed in subclause (i), of this clause, one additional public holiday shall apply to an employee on weekly hire:
on a date to be determined from year to year by agreement between the union and representatives of the employers.
- (iii) Where Anzac Day falls on a Saturday or Sunday it shall be observed on the following Monday.
 - (a) Where Christmas Day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively.
 - (b) Where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day.
 - (c) Where New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Year's Day; and the said Saturday and/or Sunday shall be deemed not to be holidays.

- (iv) By agreement between any employer and the employees, other days may be substituted for the said days or any of them as to such employer's undertaking.
- (v) In addition, employees on weekly hire shall be entitled to a day agreed between the union and the employees as union picnic day without the loss of pay.
- (vi) Where a public holiday prescribed by this clause is observed on the rostered day off of a continuous shift worker (as defined), the employee shall be paid for eight hours at the ordinary time rate or, by agreement between the employer and the employee, be granted a day off in lieu or have an additional day added to the annual leave in respect of such holiday.

24. Annual Leave

- (i) All full-time weekly hired employees shall on completion of 48 weeks of work of forty hours each with the employer, be entitled to four weeks' leave paid for at the ordinary time rate of pay as prescribed by this award for the employee's classification.
- (ii) Subject to subclause (iii), of this clause, annual leave shall be given and taken at such time and in such periods as are required by the employer provided that other than by mutual consent annual leave shall be given in one continuous period of four weeks or not more than two periods one of which shall be not less than two weeks in duration.
- (iii) Where the employer intends temporarily to close (or reduce to a nucleus) the establishment or a section thereof for the purposes (inter alia) of allowing annual leave to the employees concerned or a majority of them the employer may give in writing to such employees one month's notice (or in the case of any employees engaged after giving such notice, notice on the date of the employee's engagement) that the employer elects to apply the provisions of this subclause, and thereupon:
 - (a) any such employee who at the date of closing is entitled to annual leave shall be given such annual leave commencing on and from the date of closing and, in addition, shall be paid holiday pay and proportionate annual leave loading for any period of employment after the accrual of his or her right to the annual leave and up to but excluding the date of closing;
 - (b) any such employee who at the date of closing is not entitled to annual leave shall be given leave without pay as on and from the date of closing and shall be paid holiday pay and proportionate annual leave loading for that period of employment since the date of commencement thereof or the accrual of his or her last annual holiday (whichever is the later) and up to but excluding the date of closing, together with pay for any public holiday during such leave for which the employee is entitled to payment; and
 - (c) the next annual leave qualifying period of employment for every such employee shall commence as on and from the date of closing.
- (iv) In subclause (iii), of this clause, "date of closing" in relation to each employee means the first day of annual leave or unpaid leave pursuant to subclause (iii).
- (v) Annual leave shall be in addition to public holidays provided for in this award.
- (vi) An employee whose services are terminated shall be entitled to all accrued leave or payment in lieu thereof. In respect of the time worked since the employee's last leave entitlement date leave shall be calculated in the proportion which that period bears to a calendar year.
- (vii) A shift worker permanently engaged on continuous rostered shifts or engaged on permanent night shifts for the whole of the year in respect of which leave is granted shall be entitled to five weeks' leave in lieu of four as provided in subclause (i), of this clause, and pro-rata for any period less than one year.

25. Annual Leave Loading

A weekly hired employee who is entitled to annual leave or payment in lieu thereof, in accordance with the provisions of this award shall, at the time of taking such annual leave, be entitled to an additional payment in respect of the period of employment to which the annual leave is referable calculated on the basis of three and one-third hours' ordinary pay for each month of service. This clause shall not apply to payment made in lieu of annual leave accrued due to summary dismissal of an employee.

26. Sick Leave

- (i) A proportionate deduction shall be made from a weekly hired employee's wages for all time lost through absence from work without leave of the employer excepting on account of illness or accident.
- (ii)
 - (a) When a weekly hired employee is absent from work owing to illness or accident the employer may require the employee to produce a doctor's certificate or other satisfactory proof of illness.
 - (b) A statutory declaration by the employee containing sufficient detail to enable the employer to assess whether a claim for payment under this clause is established shall be regarded as prima facie satisfactory proof in cases of up to two days' absence.
 - (c) An employee shall notify the employer as to his or her inability to attend for work on account of illness or injury. This notification shall, whenever practicable, be within twenty-four hours of the commencement of the absence.
- (iii) The employer shall not be liable to pay a weekly hired employee for absence due to illness unless such employee has been employed continuously for three calendar months: Provided that once an employee has completed three continuous months of service he or she shall be entitled, subject to this clause, to sick leave not exceeding two and one-half days occurring during such three months' period.
- (iv) Save for accumulated sick leave and subject to this clause the employer shall not be liable to pay a weekly hired employee for absence due to illness for more than eight days in each year.

Provided that:

- (a) A weekly hired employee in the employ of the employer as at 25 February 1980 shall, subject to the provisions contained in (iii), of this clause, be entitled to two additional days leave without loss of pay, during his or her current sick leave year.
- (b) A weekly hired employee who commences employment with the employer after 25 February 1980 shall during the first year of employment and subject to the provisions contained in subclause (iii), of this clause, be entitled to be paid for absence due to illness at the rate of 6.66 hours for each completed month of service.
- (c) Thereafter a weekly hired employee shall be entitled to be paid for absence due to illness for 10 days in each year.
- (d) A weekly hired employee who has been employed continuously by the same employer may accumulate any unclaimed sick leave credits.
- (v) The employer shall not be liable for sick pay to any employee whose illness is due to an injury covered by workers' compensation legislation.
- (vi) "Year" in this clause means the year of anniversary of service of the employee.
- (vii) Payment of sick leave shall be at the employee's appropriate hourly rate.
- (viii) Where as a result of an injury received in the course of employment, an employee is required to attend at a hospital, medical clinic, industrial nurse, or physiotherapist and such attendance is not during any

period to which workers' compensation payments or accident pay applies the employee shall be paid for such period of absence at the appropriate hourly rate with a maximum of four hours.

27. Personal/Carer's Leave

(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), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 26, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, 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. 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 of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

(3) Annual Leave

- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(4) Time Off in Lieu of Payment for Overtime

- (a) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, and despite the provisions of clause 22, Overtime, relating to Time Off in Lieu of Overtime, the following provisions shall apply.
- (b) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

(5) Make-up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

(6) Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

28. Attendance at Repatriation Centres

Employees being ex-servicemen or ex-servicewomen shall be allowed as time worked, lost time incurred whilst attending repatriation centres for medical examination and/or treatment providing that:

- (a) Such lost time does not exceed eight hours on any one occasion.
- (b) Payment shall be limited to the difference between the appropriate hourly rate for the period and any payment received from any other source in respect of such attendance.
- (c) The employee produces satisfactory evidence of the requirement to attend and proof of attendance.

29. Accident Pay

- (i) An employer shall subject to this clause pay or cause to be paid and an employee shall be entitled to receive accident pay in accordance with the provisions of this award when totally or partially incapacitated whether permanently or temporarily by injury. "Injury" and "incapacity" shall have the same meaning as in the *Workers' Compensation Act, 1987*.
- (ii) Accident pay shall not be payable in respect of accident or injury occurring within the first five working days of an employee's service nor subject to 29 (iv) hereof for the first five working days following the occurrence of an accident or injury to the employee. The period of accident pay for any one injury shall be limited to a total of thirty-nine weeks' payment in respect of any one accident or injury.
- (iii) The weekly amount of accident pay to which an employee shall be entitled shall be not more than the difference between the employee's ordinary rate (excluding shift premiums) and the total of any sums paid to him or her under the *Workers' Compensation Act, 1987*, and any sums earned by him or her in the same employment or otherwise or that he or she is able to earn from suitable employment during such period.
- (iv) Where as the result of an injury to which this clause applies an employee is absent for more than ten working days, the employee shall be entitled to accident pay at the appropriate rate for the first five working days of such absence but shall not be entitled to a total of more than thirty-nine weeks' payment.
- (v) Accident pay will not be payable in respect of any period of paid annual leave, long service leave, sick leave or for any paid public holiday.
- (vi) On an injury occurring the employee shall give notice thereof in writing together with all necessary details to the employer.
- (vii) Nothing herein contained shall restrict or remove the employer's right to require the employee to submit to medical examinations pursuant to the *Workers' Compensation Act, 1987*, and failure to so submit to examination shall entitle the employer to cancel or suspend payments of accident pay as if such payments were payments under such Act.
- (viii) Where a medical Referee or Board within the meaning of the *Workers' Compensation Act, 1987*, certifies that the employee is fit for his or her employment or for specified employment which is made available to or is available to the employee and the employee refuses or fails to resume or perform such employment then all payments of accident pay shall immediately cease and determine from the date of such refusal or failure.
- (ix) Where accident pay is payable for part of a week only such payments shall be pro rata to a full week's entitlement.
- (x) When there is a redemption of weekly payments by the payment under the *Workers' Compensation Act, 1987*, of a lump sum, there shall be no further liability for Accident Pay under this clause in respect of an injury (for which weekly payments have been recovered) from the date of the said redemption.

- (xi) Notwithstanding subclause 29 (xii) hereof, any employee who is receiving or who has received Accident Pay in respect of an injury shall furnish all relevant information to the employer concerning any action he or she may institute or any claim he or she may make for damages in respect of that injury and shall if required authorise such employer to obtain information as to the progress of such action or claim from the employee's solicitors and shall if required provide an irrevocable authority to the employer entitling the said employer to a charge upon any money or moneys payable pursuant to any subsequent verdict or settlement.
- (xii) Where the employee obtains a verdict for damages against the employer or is paid an amount in settlement of any claim for damages that he or she has made against the employer in respect of any injury for which he or she has received compensation under the *Workers' Compensation Act, 1987*, and accident pay, such employee shall not be entitled to any further accident pay within the meaning of this clause and shall be immediately liable upon payment to him or her or his or her agent of such verdict for damages or amount in settlement of a claim therefore to repay to the employer the amount of accident pay which the employer has paid in respect of the employee's injury under this clause and hereby irrevocably authorises the employer to retain from such verdict or amounts in settlement such accident pay and apply it the employee's own use.
- (xiii) Where the injury for which accident pay is paid was caused under circumstances creating a legal liability in some person other than the employer to pay damages in respect thereof and the employee obtains a verdict for damages or is paid an amount of money in settlement of any claim for damages made against that other person, such employee shall immediately upon payment of such verdict or amount of money to him or her or his or her agent, repay to the employer the amount of accident pay which the employer has paid in respect of the employee's injury and the employee shall not be entitled to any further accident pay and shall upon institution of any such claim deliver to the employer an irrevocable authority addressed to such other person, to pay to the employer out of such verdict or settlement the amount of accident pay.
- (xiv) Any employee who is receiving or who has received accident pay in respect of any injury shall if required by the employer or other person on his or her behalf authorise the employer to obtain any information required by such employer concerning such injury or compensation payable in respect thereof from the insurance company that is liable to pay compensation to such employee pursuant to the *Workers' Compensation Act, 1987*.
- (xv) Nothing in this clause shall require the employer to insure against their liability for accident pay nor shall it affect the right of the employer to terminate the employment of an employee.
- (xvi) An employee upon being dismissed by the employer whilst absent on workers' compensation, shall continue to receive accident pay as prescribed herein up to a maximum of fifty-two weeks, provided that the employee continues to receive compensation payments as prescribed by the *Workers' Compensation Act, 1987*.
- (xvii) In the event of the rate of compensation payable pursuant to the *Workers' Compensation Act, 1987*, being varied at any time after the date hereof, such variation shall not operate so as to increase the amount of accident pay payable hereunder above the amount that would have been payable if such rates of compensation had not been varied.
- (xviii) If the compensation payable to an employee pursuant to the *Workers' Compensation Act, 1987*, is reduced by any amount by reasons of the fact that such employee is entitled to receive accident pay or is in receipt of accident pay then in calculating the amount of accident pay payable to such employee the compensation payable to such employee shall be deemed to be the compensation that would have been received if there had been no such reduction in compensation payments.
- (xix) The right to be paid accident pay shall terminate on the death of an employee entitled thereto and no sum shall be payable to the legal personal representative, next-of-kin, assignee or dependant of the deceased employee, with the exception of accident pay up to the time of death.

30. Fire Protection

- (i) Fire Squad--Wherever it is practicable to do so, a Fire Fighting Squad shall be formed at each factory site.
- (ii) Site Safety--No employee shall smoke or have in his or her possession, custody or control, matches, lighters or igniters in any area of the employer's premises not designated a safe area by the employer.

31. Special Leave

- (i) Jury Service:
 - (a) A weekly hired employee required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the attendance for such jury service and the amount of wage that he or she would have received in respect of the ordinary time which the employee would have worked had he or she not been on jury service.
 - (b) An employee shall notify the employer as soon as possible of the date upon which he or she 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.
 - (c) An employee called up and subsequently not required for jury service shall report for work as soon as practicable after being informed that he or she is not so required.
- (ii) Attendance at Blood Bank--An employee shall not suffer any deduction in pay where during normal working hours he or she attends the blood bank and donates blood. It shall be the responsibility of the employee to arrange a mutually convenient time with the employer.

32. Bereavement Leave

- (i) An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in (iii) below.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect of the death of a person prescribed for the purposes of Clause 27 Personal/Carers Leave of this award provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under Clause 27 Personal/Carer's leave of this Award. In determining such a request the employer will consider to the circumstances of the employee and the reasonable operational requirements of the business.

33. Industrial Clothing

- (i) The employer shall provide for the use of employees on site the following:
 - (a) Clean overalls weekly to each employee or more frequently if necessary.
 - (b) As from the date of this award, one pair of safety boots or shoes, upon request, to each employee whose work necessitates their use. Such boots or shoes will only be replaced once every twelve months unless in the opinion of the employer they have worn out by usage on site.
 - (c) Gloves, rubber boots and protective aprons, respirators and protective goggles upon request to

each employee whose work necessitates their use.

- (d) Wet weather clothing for yardmen when working in the rain.
 - (e) A cap for employees regularly working with dry pigments.
- (ii) All industrial clothing so provided shall remain the property of the employer.
- (iii) Prescription Safety Glasses--The employer shall provide prescription safety glasses where the employee is required to carry out any function or work in any area where the wearing of safety glasses is a standard practice; and where such an employee normally wears spectacles prescribed by a medical practitioner or other qualified person.

34. Amenities

Employers shall provide for--

- (a) Hot and cold showers and hand basins to be made available for all employees.
- (b) Nail brushes, towels and soap shall be supplied weekly to all employees by the employer.
- (c) Suitable lavatory and changing room facilities.
- (d) Lockers for protection of clothing.
- (e) Lunch rooms.
- (f) A sufficient supply of boiling water.
- (g) Suitable first-aid kits.
- (h) A notice board in the lunch room.

35. Right of Entry of Union Officials

- (i) For the purpose of interviewing employees on legitimate union business a duly accredited union representative shall have the right to enter an employer's premises during normal working hours at a mutually convenient pre-arranged time on the following conditions:
- (a) That the representative produces his or her authority to the manager of such premises or such other person as may be appointed by the employer operating such premises.
 - (b) That the representative interviews employees only at a place nominated by the employer.
 - (c) That the representative informs the employer of the nature of the business to be discussed.
 - (d) That if an employer alleges that a representative is unduly interfering with the operation of the premises or is creating dissatisfaction amongst the employees or is offensive in his or her methods or is committing a breach of any of the previous conditions, such employer may refuse the right of entry but the representative shall have the right to bring such refusal before the Commission.
- (ii) A union representative shall be a duly accredited representative of the union if such representative be the holder for the time being of a certificate signed by the branch secretary of that organisation and bearing the seal of that organisation.

36. Inspections

Subject to prior consent having been given, an employer shall have the right to inspect the contents of bags,

containers, materials or vehicles being brought on to or about to be taken off a site.

37. Disputes Resolution

- (i) Where an employer or the union is faced with a dispute or a situation likely to lead to a dispute, he/she or it (as the case may be) shall, without prejudice to his/her or its rights and duties under the Act, immediately advise the union or the employer, as the case may be, and the parties shall forthwith confer.
- (ii) All disputes (other than a dispute on a genuine safety issue) shall be resolved without interruption to normal work.
- (iii) Disputes shall be dealt with in the following manner as swiftly as circumstances permit:
 - (a) Discussions shall firstly be between the union delegate and the nominated company representative.
 - (b) If unresolved, discussions shall then be between the State Branch of the union and the company concerned.
 - (c) If unresolved, discussions shall then be between the Federal Office of the union and the employer organisation representing the company.
 - (d) If still then unresolved, any party may refer the matter to the Industrial Commission of New South Wales.
- (iv) Where a dispute arises due to a summary termination, then, provided there is no ban or work stoppage at the site, the employer concerned may arrest the summary termination and place the employee involved under suspension while the circumstances are discussed between the employer and the union. An employee so suspended shall not attend the work site but shall be entitled to his/her ordinary rate of pay for up to 10 working days or such earlier date as the employer and the union reach agreement on the matter.
- (v) Notwithstanding the above, an employer and employees may agree, at the level of enterprise, to deal with grievances in an alternative manner (in whole or in part).

38. Industry Meetings

- (i) Meetings of Employees—Where the union calls a meeting of all employees in the industry to discuss a change of significance to this award and such meeting is to be during ordinary working hours, then employees attending the meeting shall do so without loss of ordinary pay subject to the following:
 - (a) The time and date of the meeting shall be discussed between the union and the employer.
 - (b) The meeting shall be held between Monday and Friday, inclusive.
 - (c) Where such a meeting is held in the forenoon employees shall resume normal work immediately after the meeting and not later than normal resumption time after the midday meal period.
 - (d) An employer shall not be liable to pay an employee for more than two such meetings in any one year, nor for more than three hours ordinary time in respect of each meeting.
 - (e) An employee shall establish to the satisfaction of the employer that he or she attended the meeting. For the purposes of this subclause an attendance sheet or record with the employee's name clearly printed and signed by the employee and stamped and dated by the union will be satisfactory compliance.
- (ii) Delegates' Meetings -- The delegate representing members of the union at the site of an employer shall be entitled to the benefit of subclause (i), of this clause, subject to the same provisos, save that such delegate's entitlement shall be in respect of four meetings per year in lieu of two as set out in subclause (i) (d), of this clause.

- (iii) Commission Dispute Hearings -- Where a dispute under this award has been referred to the Commission and the employer concerned agrees it will assist in obtaining a resolution that the site delegate attend proceedings at the Commission, then such delegate will not incur loss in ordinary time pay in respect of such attendance.

39. Travelling and Fares

- (i) An employee temporarily transferred to a work site located away from the normal work site, which involves the employee having to pay a higher fare in proceeding to and from his or her home, shall be reimbursed such excess fare. Provided that where, by agreement between an employer and an employee so transferred, the employee uses his or her own vehicle, such employee shall in lieu of excess fares be entitled to an amount per kilometre as set out in Item 6 of Table 3 - Allowances, of Part B, Monetary Rates, in respect of each kilometre necessarily travelled in excess of the distance to and from his or her home and the normal work site.
- (ii) An employee required to travel from the normal work site to another work site shall be reimbursed fares, or where, by agreement, the employee uses his or her own vehicle, such employee shall be entitled to an amount as set out in Item 7 of Table 3 for each kilometre necessarily travelled to and from that other site.

40. Trade Union Training

Employees nominated by the union to attend during ordinary working hours the recognised trade union training centre do so without loss of ordinary pay subject to the following:

- (a) That the employer concerned receive written notice of nomination from the union, setting out the times, dates, content and venue of the course.
- (b) That not more than one person at a time from any one site shall be nominated and not more than 15 days shall be approved by a company.
- (c) Attendance at an approved course or number of courses shall be for periods agreed between the union and the employer provided that attendance at such approved course or courses does not exceed 15 days in the aggregate per year.
- (d) That the employer is satisfied that the course is of such a nature as to be calculated to assist in reducing labour disputes and in advancing industrial relations in the industry.

41. Job Delegates

- (i) An employee appointed job delegate in the shop or department in which he or she is employed shall upon notification thereof to the employer, be recognised as the accredited representative to the employer, of the union to which he or she belongs. An accredited job delegate shall be allowed the necessary time during working hours to interview the employer or the employer's representative on matters affecting employees whom he or she represents.
- (ii) Subject to the prior approval of the employer, an accredited job delegate shall be allowed at a place designated by the employer a reasonable period of time during working hours to interview a duly accredited union official of the union to which he or she belongs on legitimate union business.

42. Redundancy

- (i) Application
 - (a) This clause shall apply in respect of full-time and part-time employees employed in the classifications specified by this award.

- (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
 - (c) Notwithstanding anything contained elsewhere in this award, this clause 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 step as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
 - (d) Notwithstanding anything contained elsewhere in this award, this clause 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.
- (ii) Introduction of Change
- (a) Employer's Duty to Notify
 - (1) Where an employer has made a definite decision to introduce major changes in production, programme, 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) Significant effects include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alternation of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where this award makes provision for alternation of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.
 - (b) Employer's Duty to Discuss Change
 - (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) of this subclause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
 - (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (a) of this subclause.
 - (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees; provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.
- (iii) Redundancy
- (a) Discussions Before Terminations
 - (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to paragraph (a) of subclause (ii), Introduction of Change, 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.

- (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 subparagraph (1) of this paragraph 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 on the employees concerned.
- (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 termination, the number and categories of employees likely to be affected and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Termination of Employment

- (a) Notice for Changes in Production, Programme, Organisation or Structure - This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure in accordance with paragraph (a) of subclause (ii) of this clause.

- (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

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

- (b) Notice for Technological Change - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from technology in accordance with paragraph (a) of subclause (ii) of this clause:

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

- (c) Time off During the Notice Period

- (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 purpose of seeking other employment.
 - (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (d) **Employee Leaving During the Notice Period** - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (e) **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.
- (f) **Notice to Centrelink** - Where a decision has been made to terminate employees, the employer shall notify the Centrelink 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.
- (g) **Centrelink 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 the Centrelink.
- (h) **Transfer to Lower Paid Duties** - Where an employee is transferred to lower paid duties for reasons set out in subparagraph (1) of paragraph (a) of subclause (ii), Introduction of Change, of this clause, 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 rates for the number of weeks of notice still owing.
- (v) **Severance Pay** -
- (a) Where an employee is to be terminated pursuant to subclause (iv) of this clause, 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:
 - (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
 - (2) Where an employee is 45 years of age 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

"Week's 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, overaward payments, shift penalties and allowances paid in accordance with this award

- (b) 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 paragraph (a) of this subclause. 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 the said paragraph (a) will have on the employer.
- (c) Alternative Employment - Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in the said paragraph (a) if the employer obtains acceptable alternative employment for an employee.
- (vi) Procedures Relating to Grievances - Grievances relating to individual employees will be dealt with in accordance with clause 37, Disputes Resolution.

43. Parental Leave

Refer *Industrial Relations Act 1996*

44. 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 responsibility as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

- (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

45. Superannuation

- (i) Definitions: "P.M.I.S.S." means Paint Manufacturing Industry Superannuation Scheme.
- (ii) Eligibility of Employees: An employee shall be eligible for membership of P.M.I.S.S. on the first day of the month following the completion of one calendar month's employment.
- (iii) Eligibility of Employers: Employers bound by this award shall become parties to P.M.I.S.S. upon the acceptance by the Trustees of P.M.I.S.S. of a Deed of Adherence to that Scheme, duly signed by the employer and the Trustee. It is a condition of this clause that the terms of P.M.I.S.S. be in accordance with the Commonwealth's Operational Standards for Occupational Superannuation Funds.
- (iv) Contributions:
 - (a) On behalf of each full-time employee member of P.M.I.S.S. each participating employer shall pay to the Trustee of the respective Scheme contributions at the rate of \$15.50 per week, and on behalf of each part-time employee member of P.M.I.S.S. each participating employer shall pay to the Trustee of the Scheme contributions at the rate of \$3.10 per day employed or part thereof.
 - (b) Contributions shall be made in respect of each completed week of service for which an employee is a member of P.M.I.S.S.
 - (c) Upon an employee being admitted as a member of P.M.I.S.S. the employer shall pay to the Trustee of the scheme appropriate contributions for the previous calendar month.
 - (d) A pro rata deduction shall be made from the weekly contribution for each complete day an employee is absent from work without authorisation.

46. Basis of Award and Leave Reserved to Apply

In order to maintain uniformity in the industry, this award is based on the Australian Paint Industry Award 2000.

Leave is reserved to the parties to apply at any time for a variation of this award in order to make the rates and conditions of work uniform with the said award of the Industrial Relations Commission so that the uniformity in the industry dealt with by this award may be maintained.

47. Area, Incidence and Duration

This award rescinds and replaces the Paint and Varnish Makers, &c. (State) Award published 8 June 1983 (229 IG 1481) and all variations thereof. It also rescinds and replaces the Paint and Varnish Makers, &c. (State) Wages Adjustment and Redundancy Award published 9 February 1996 (290 I.G. 685).

It shall take effect from the beginning of the first pay period to commence on or after 19 June 1982, the nominal term for which has already expired.

It shall apply to all classes of persons provided for herein within the jurisdiction of the Paint Industry (State) Industrial Committee.

The changes made to the award pursuant to the Award Review pursuant to Section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 IG 307) take effect on 6 June 2001.

Paint, Varnish Makers, &c. (State) Industrial Committee Industries and Callings

Makers of paint, varnish, lacquer and lacquer thinners, dry colours, white lead, red lead, and zinc white, and colour card and slat makers employed in connection therewith, lead corrodors, mill hand and assistants and laboratory attendants, laboratory assistants and laboratory testers employed in connection with the manufacture of paint and varnish in the State excluding the County of Yancowinna;

Excepting--

Carters, grooms, stablepersons, yard persons, and drivers of motor and other power-propelled vehicles;
Engine drivers and firepersons, greasers, trimmers, cleaners, and pumpers engaged in or about the driving of engines, electrical and oil-driven cranes (including mobile cranes), winch and motor drivers;
Storemen and Packers;

Excepting also employees of--

The Council of the City of Sydney;

And excepting further--

All employees within the Jurisdiction of the Wire Netting Makers, &c.
(Lysaghts) Conciliation Committee.

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

Classification Grade	Former rate of pay per week \$	SWC - 2000 \$	Total rate per week \$
1	435.20	15.00	450.20
2	447.20	15.00	462.20
3	458.70	15.00	473.70
4	477.60	15.00	492.60
5	505.30	15.00	520.30

TABLE 2 — WAGE RATES - LABORATORY EMPLOYEES

Classification Grade	Former rate of pay per week \$	SWC - 2000 \$	Total rate per week \$
1	435.20	15.00	450.20
1A	447.20	15.00	462.20
2A	458.70	15.00	473.70
2B	518.90	15.00	533.90
2C	537.80	15.00	552.80
3	558.60	15.00	573.60
4	577.50	15.00	592.50
5	619.20	15.00	634.20
6	660.90	15.00	675.90
7	681.80	15.00	696.80

TABLE 3 — ALLOWANCES

Item No.	Clause No.	Brief Description	Amount (\$)
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1	5(i)(a)	Leading Hand: 1-10 employees	24.10
2	5(i)(b)	Leading Hand: 11 or more employees	34.20
3	5(ii)	Storeperson Working Singly	12.90
4	8(ii)	First Aid Allowance	12.30
5	17	Meal Allowance	9.60
6	39(i)	Excess fares - transfer	0.55 per km
7	39(ii)	Excess fares normal work site	0.55 per km

B. W. O'NEILL, Commissioner.

Printed by the authority of the Industrial Registrar.

(301)

SERIAL C0548

ENGINE DRIVERS GENERAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 2116, 2118 and 2122 of 2000)

Before the Honourable Justice Kavanagh

23 May 2001

REVIEWED AWARD

PART A

1. TITLE

This award shall be known as the Engine Drivers General (State) Award

2. ARRANGEMENT

PART A

Clause Number	Clause Title	Clause Number	Clause Title
1	Title	21	Overtime

2	Arrangement	22	Meal Intervals
3	Anti-Discrimination	23	Meal Intervals during Overtime
4	Definitions	24	Work on Sunday and Public Holidays
5	Rates of Pay	25	Mixed Functions
6	Special Rates	26	Public Holidays
7	Travelling and Camping Allowance	27	Sick Leave
8	Extra Rates not Cumulative	28	Personal/Carer's Leave
9	Payment of Wages	29	Bereavement Leave
10	Employer Records	30	Jury Service
11	Training	31	Annual Leave
12	Structural Efficiency	32	Long Service Leave
13	Enterprise Agreements	33	Dispute Settlement Procedure
14	Contract of Employment	34	Right of Entry
15	Junior Labour	35	Union Delegate
16	Part Time Employment	36	Miscellaneous
17	Casual Labour	37	Superannuation
18	Hours - Other than Shift Work	38	Redundancy and Technological Change
19	Shift Work	39	Exemptions
20	Implementation of 38 Hour Week	40	Area Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay
Table 2 - Other Rates and Allowances

3. ANTI-DISCRIMINATION

- 3.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 3.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 3.3 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.
- 3.4 Nothing in this clause is to be taken to affect:
- any conduct or act which is specifically exempted from anti-discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;
 - any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 3.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

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

4. DEFINITIONS

In this award except where otherwise clearly intended:

- 4.1 **"Electric motor attendant"** means a person who attends to an electric motor or motors of 20 kilowatts or more in the aggregate, and performs any duties of oiling or cleaning or attending to commutators, brushes, fuses, or switches.
- 4.2 **"Engine driver"** means any person who operates or drives any engine or engines, the motive power of which is either steam, gas, oil, water, compressed air, or electricity, and includes any person who is called upon in the ordinary course of their duty to do engine driver's work other than simply stopping or starting an engine under the supervision of an engine driver.
- 4.3 **"Engine driver in charge of plant"** means -
 - (a) when two or more drivers are employed at the plant at one time the engine driver who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility; or
 - (b) an engine driver who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility over one or more non-certificated firemen; or
 - (c) when the employee is the only person of their class employed on the plant the engine driver who does the general repair work of the plant in addition to the work of engine driving, but not when the employee merely assists a fitter or engineer to do such work; or
 - (d) where shifts are worked the engine driver who is directed to carry out the general repair work of the plant in addition to the work of engine driving but not when the employee merely assists a fitter or engineer to do such work.
- 4.4 **"Boiler attendant or fireman - first class"** means a boiler attendant or fireman who attends to two or more boilers or two or more suction gas generators, or one boiler the evaporation capacity of which, attributed thereto by the maker exceeds 5.44 but less than 45.36 tonnes of steam per hour, or one gas generator supplying a total engine load capacity, attributed thereto by the maker, of not less than 746 Kw, and includes the boiler attendant or fireman of a steam navvy or excavator.
- 4.5 **"Fireman or greaser in charge of plant"** means a fireman or greaser who is the only person of their class employed on the plant and who does the general repair work of the plant in addition to the work of firing or greasing, but not when assisting a fitter, engine driver or engineer to do such work of a greaser assisting fireman to do such work.
- 4.6 **"Greaser or oiler"** shall mean and include any person substantially engaged in greasing or oiling any engine, machinery or shafting.
- 4.7 **"Greaser or oiler - first class"** means a greaser or oiler who under the supervision of the engine driver stops or starts an engine or engines, but does not include any greaser or oiler who does so only in cases of necessity or emergency.
- 4.8 **"Leading boiler attendant or fireman - first class"** means -

- (a) the boiler attendant or fireman employed at a plant where three or more firemen are employed at the same time who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility but does not include any boiler attendant or fireman where an engine driver is charged with being in charge of plant in accordance with paragraph 4.3(b) of this clause;
 - (b) the boiler attendant or fireman employed at a plant where three or more boiler attendants or firemen are employed at the same time whose duty it is to attend to the water of boilers that are fired by two or more of the other boiler attendants or firemen;
- 4.9 **"Leading boiler attendant or fireman - second class"** means -
- (a) the boiler attendant or fireman employed at a plant where two boiler attendants or firemen are employed at the same time who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility but does not include any boiler attendant or fireman where an engine driver is charged with being in charge of plant in accordance with subclause 2.3(b);
 - (b) the boiler attendant or fireman employed at a plant where two boiler attendants or firemen are employed at the same time and whose duty it is to attend to the water of the boilers that are fired by the other fireman.
- 4.10 **"Special class boiler attendant or fireman"** means a boiler attendant or fireman in charge of boilers with an evaporation capacity of 45.36 tonnes or more per hour.
- 4.11 **"Lofty crane - first class"** means a lofty crane on a building in the course of erection or demolition where the driving platform is more than 30.48 metres above the ground.
- 4.12 **"Lofty crane - second class"** means a lofty crane on a building in the course of erection or demolition where the driving platform is from 6.096 to 30.48 metres above the ground.
- 4.13 **"Lofty crane - third class"** means a lofty crane outside buildings not in the course of erection where the driving platform is more than 6.096 metres from the level of the ground, but does not include an overhead traverser crane.
- 4.14 **"Steam engine - first class"** means a turbine or an engine or engines having a single cylinder with a bore of 0.304 8 metres in diameter or over, or having singly or together two or more cylinders the sum of the area of whose bores equals or exceeds the area of a circle 0.304 8 metres in diameter.
- 4.15 **"Steam engine - second class"** means an engine or engines having a single cylinder with a bore less than 0.304 8 metres in diameter or having singly or together two or more cylinders the sum of the area of whose bores is less than the area of a circle 0.304 8 metres in diameter.
- 4.16 **"Year"** means a year commencing 1 January.
- 4.17 **"Continuous Work"** means work carried on with consecutive shifts of men throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

5. RATES OF PAY

- 5.1 Subject to the exceptions and exemptions prescribed in this clause, an adult employee in a classification or class of work specified in the table set out in paragraph (ii) of this subclause shall be paid at the respective award wage rate per week assigned to that classification or class of work set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.

Classifications

Level

- (a) Stationary Engine Drivers -
Steam Engines:

First class	11B
First class with condenser	11A(ii)
Second class	11C
Second class with condenser	11B
Suction gas and other internal combustion engine under 35 kW brake power	12B
35 kW brake power or over, but under 180 kW brake power	11C
180 kW brake power and over	11A

Electric Motor Attendants:

on motors over 180 kW power	11B
on motors 70 kW power up to 180 kW power	12C
on motors under 70 kW power	13A

Where an employee attends two or more motors, the employee shall be paid at a rate calculated on the aggregate power of such motors.

- (b) Locomotive Engine Drivers:
If persons other than train crew are sometimes or always carried 11A(ii)
Others 11A
- (c) Winch Drivers:
If winches on power-house construction 11C
Others 12B
- (d) Crane Drivers:
Lofty Cranes -
First class 11A(ii)
Second class 11A(ii)
Third class 11B
Cantilever cranes 11A
Cranes transporting molten metal in foundries 11A
Other steam travelling cranes 11B
Other steam cranes 11C
Grab cranes 11B

Electric cranes not elsewhere included -

Four motions and over	
Overhead traverser with auxiliary hoist	
Traverser with jib hoist	
Two or three motions	11C
Overhead traverser	
Stationary jib	
Stationary jib hoist	
Traverser jib	
Hydraulic stationary jib cranes	12C
Cranes and hoist not elsewhere included	12D

Forklifts -

Lifting capacity up to 5,000 kilograms	11B
Lifting capacity in excess of 5,000 kilograms	11A

Mobile cranes - Lifting capacity -

Up to 5 tonnes	11B
over 5 tonnes and not exceeding 10 tonnes	11A
over 10 tonnes and not exceeding 20 tonnes	11A(ii)
over 20 tonnes and not exceeding 40 tonnes	10C
over 40 tonnes and not exceeding 80 tonnes	10A
over 80 tonnes and not exceeding 100 tonnes	10A
over 100 tonnes and not exceeding 140 tonnes	9C
over 140 tonnes and not exceeding 180 tonnes	9B
over 180 tonnes and not exceeding 220 tonnes	8
over 220 tonnes	7

Where two or more forklifts or cranes are engaged on any one lift, the drivers thereof shall be paid an additional amount at the rate per day as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for each day so occupied.

Mobile Hydraulic Platform	11A
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(e) Traction Engine Drivers:

Rail engine traction motors	12C
Internal combustion traction motor	12C
Tow motors	12D

(f) Boiler Attendants (Firemen):

Boiler attendant (fireman)	12C
Boiler attendant (fireman first class)	12A
Leading boiler attendant or fireman first class	11B
Leading boiler attendant or fireman second class	11C
Special class boiler attendant or fireman	11B
Locomotive fireman	12C

(g) Greasers, etc.:

Greaser or oiler	13A
Greaser or oiler - first class	12C
Trimmer	13B
Fuel man	13B
Engine cleaner	13B
Boiler cleaner	13B

Provided that any person engaged inside the gas or water space of any boiler, flu or economiser in cleaning or scraping work shall, whilst so employed, be paid an amount as set out in Item 2 of the said Table 2 per hour in addition to their/her ordinary or overtime rate of pay.

(h) Mechanical Plant Drivers or Operators:

Group 1	12B
Group 2	11C
Group 3	11B
Group 4	11A(ii)
Group 5	11A(ii)
Group 6	10B

Index to Groups

Group 1

- Pneumatic tyred tractor not using power operated attachments 35 kW brake power and under.

Group 2

- Pneumatic tyred tractor not using power operated attachments over 35 kW power up to 70 kW brake power.
- Crawler tractor not using power operated attachments up to and including Class 3.
- Pneumatic tyred tractor using power operated attachments up to 35 kW brake power.
- Crawler tractor using power operated attachments up to and including Class 2.
- Road roller powered vibrating under 4 tonnes.
- Road roller powered under 8 tonnes.
- Second driver - navy and dragline or dredge type excavation.
- Pile driving machine.

Group 3

- Pneumatic tyred tractor not using power operated attachments over 70 kW and up to 110 kW brake power.
- Pneumatic tyred tractor using power operated attachments over 35 kW and up to 70 kW brake power.
- Crawler tractor not using power operated attachments Class 3 and 4.
- Road roller, powered 8 tonnes and over.
- Road roller, powered vibrating 4 tonnes and over.
- Loaders up to and including 0.75 cubic metres.

Group 4

- Pneumatic tyred tractor using power operated attachments over 70 kW and up to 110 kW brake power.
- Crawler tractor not using power operated attachments above Class 5.
- Crawler tractor using power operated attachments Class 5 and 6.
- Excavator up to and including 0.5 cubic metre capacity.
- Grader, power operated below 35 kW brake power.
- Loaders, front end or overhead, 0.75 cubic metre up to and including 2.25 cubic metres.

Group 5

- Pneumatic tyred tractor using power operated attachments in excess of 110 kW brake power.
- Crawler tractor using power operated attachments Class 7 and 8.
- Excavator up to and including 0.5 cubic metre capacity.
- Grader, power operated below 35 kW brake power.
- Loaders, front end and overhead, 2.25 cubic metres up to and including 4.5 cubic metres.

Group 6

- Crawler tractor using power operated attachments Class 9.
- Excavator 2.5 cubic metres.
- Grader power operated over 70 kW brake horsepower.
- Loaders, front end or overhead, 4.5 cubic metre capacity.

NOTE: Crawler tractors are classified in accordance with Australian Standard D4-1964 "Classification of Crawler Tractor by Weight" as follows:

Class	Shipping Weight Tonnes
1	up to 1.36
2	over 1.36 up to 2.72
3	over 2.72 up to 4.54

4	over 4.54 up to 6.80
5	over 6.80 up to 11.34
6	over 11.34 up to 18.14
7	over 18.14 up to 27.22
8	over 27.22 up to 36.29
9	over 36.29

5.2 Special Work - A driver operating a tractor fitted with a blade and using such blade in breaking trail in heavy sidling country shall be paid an additional allowance as set out in Item 3 of Table 2.

5.3 Additions to Wages - An engine driver or fireman engaged as specified below shall be paid the additional amounts per week as set out in Table 2:

- (a) Attending to refrigerating compressors -
Attending to electric generator or dynamo
Exceeding 10-kilowatt capacity
In charge of plant (other than at Gordon
Edgell Pty Ltd and International Cannery Pty Ltd

Provided further that an engine driver employed by Gordon Edgell Pty Ltd and International Cannery Pty Ltd required to do repairs, shall be paid not less than the rate for classification Level 9C.

Provided that, except as to dragline excavators and tractors, these additional rates shall not be cumulative to the extent of increasing the minimum rate of an employee above classification Level 9C.

And provided further, that an engine driver attending a refrigeration compressor or compressors shall be paid a total minimum rate (other than Yallourn) of not less than the undermentioned classifications:

Where the capacity is 88 kW or less	10B
Where the capacity is over 88 kW	10A

- (b) Attending to switchboard where the generating capacity is 350 kW or over, as set out in Item 5 of Table 2.
- (c) Ship Repairing - Employees engaged on ship repairing shall be paid an additional amount as set out in Item 6 of Table 2.

6. SPECIAL RATES

6.1 Boiler Cleaning - Any person engaged inside the gas or water space of any boiler, flue or economizer, in cleaning or scraping work shall, whilst so employed be paid an amount as set in Item 2 of Table 2, in addition to their ordinary or overtime rate of pay.

6.2 Cold Places - An employee working more than one hour in places where the temperature is reduced by artificial means below 0 degrees C shall be paid an amount as set in Item 7 of Table 2. Where work continues for more than two hours such employee shall be entitled to a rest period of twenty minutes every two hours without loss of pay.

6.3 Wet Places - An employee required to work in such a place as would render them liable to become wet shall be paid an amount as set in Item 8 of Table 2, extra for all such time worked unless protective clothing is provided in accordance with clause 36.4 (Protective Clothing).

6.4 Work which a foreman and workman shall agree is of an unusually dirty or offensive nature - an amount as set in Item 11 of Table 2. In the case of disagreement between the foreman and workman, the workman or a shop steward on their behalf shall be entitled, within 24 hours to ask for a decision on the workman's claim by the employer's industrial officer (if there be one), or otherwise by the employer or

the executive officer responsible for the management or superintendence of the plant concerned. In such case a decision shall be given on the workman's claim within 48 hours of its being asked for (unless that time expires on a non-working day, in which case it shall be given during the next working day), or else the said allowance shall be paid. Any dispute arising under this subclause as to whether the work is of an unusually dirty or offensive nature shall be determined by the appropriate Industrial Committee.

6.5

- (a) Construction Allowance - Australian Iron and Steel Project Port Kembla - Employees of contractors bound by this award engaged on construction site (in existence on 20 October 1971), of Australian Iron and Steel Proprietary Limited at Port Kembla and Commonwealth Steel Company Limited at Unanderra shall be paid an amount as set in Item 9 of Table 2. This payment shall be made in compensation for the particular disabilities experienced on these sites.
- (b) An employee in receipt of the construction allowance prescribed by paragraph (a) of this subclause shall not be entitled to any of the other special rates prescribed by this clause.
- (c) The construction allowance prescribed by paragraph (a) of this subclause shall be paid for all purposes of the award.

6.6 Employees of Quarries Pty Ltd engaged in the operation of mechanical shovels to dig and load blast furnace slag at No. 4 Blast Furnace and No. 21 Dump, Australian Iron and Steel Pty Ltd, Port Kembla, shall be paid an amount as set in Item 10 of Table 2, whilst so engaged.

7. TRAVELLING AND CAMPING ALLOWANCES

Employees shall be allowed the same conditions as to fares, travelling time, travelling allowances, country work, camping allowances, as are prescribed by award, determination or industrial agreement - Commonwealth or State - for the general body of employees of the industry in which they are employed.

8. EXTRA RATES NOT CUMULATIVE

Extra rates prescribed, except the rates prescribed in 24.1, Sunday and Holiday Work, or work done on public holidays, are not cumulative to exceed the maximum of double the ordinary rates.

9. PAYMENT OF WAGES

Wages shall be paid as follows:

- 9.1 In the case of an employee whose ordinary hours of work are arranged in accordance with 20.2 (a) or (b), so that the employee works 38 ordinary hours each week, wages shall be paid weekly or fortnightly according to the actual ordinary hours worked each week or fortnight.
- 9.2 Subject to subclauses 9.3 and 9.4 of this clause, in the case of an employee whose ordinary hours of work are arranged in accordance with clause 30.2(c) or (d), so that the employee works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid weekly or fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.
- 9.3 Special Note - Explanation of Averaging System
 - (a) As provided in 9.2 an employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle, is to be paid their wages on the basis of an average of 38 ordinary hours so as to avoid fluctuating wage payments each week. An explanation of the averaging system of paying wages is set out below:
 - (i) 20.2 (c) and (d) provides that in implementing a 38-hour week the ordinary hours of an employee may be arranged so that the employee is entitled to a day off, on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.

- (ii) If the 38-hour week is to be implemented so as to give an employee a day off in each 28 day cycle this would be achieved if the employee's ordinary hours were arranged on the basis that:
 - (1) for three of the four weeks the employee works eight hours per day each day Monday to Friday a total of 40 ordinary hours each week; and
 - (2) in the fourth week the employee works eight hours per day four days between Monday and Friday, a total of 32 ordinary hours in the week.
- (iii) The weekly wage rates for ordinary hours of work shall be the average weekly rates set out for the employee's classification in clause 10, Hours - Other than Shift Work. This amount shall be paid each week even though more or less than 38 ordinary hours are worked that week. In effect the employee accrues a "credit" each day the employee works actual ordinary hours in excess of the daily average which would otherwise be 7 hours 36 minutes.

This "credit" is carried forward so that in the week of the cycle that the employee works on only four days, their actual pay would be for an average of 38 ordinary hours even though, that week, the employee works a total of 32 ordinary hours. Consequently, for each day an employee works 8 ordinary hours the employee accrues a "credit" of 24 minutes (0.4 hours). The maximum "credit" the employee may accrue under this system is 0.4 hours on 19 days; that is, a total of 7 hours and 36 minutes.
- (iv) As provided in subclause (iii) of this clause, an employee will not accrue a "credit" for each day the employee is absent from duty other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service.

When an employee is absent from duty because of annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service, their entitlement is determined in accordance with the appropriate award provision dealing with such entitlements.

9.4 Absences from Duty

- (a) An employee whose ordinary hours are arranged in accordance with clause 20.2 (c) or (d) and who is paid wages in accordance with subclause (ii) of this clause and is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service) shall, for each day the employee is so absent, lose a average pay for that day calculated by dividing this average weekly wage rate by 5. An employee who is so absent from duty for part of a day shall lose average pay for each hour the employee is absent by dividing their average daily pay rate by 8.
- (b) Provided, when such an employee is absent from duty for a whole day the employee will not accrue a "credit" because the employee would not have worked ordinary hours that day in excess of 7 hours 36 minutes for which the employee would otherwise have been paid. Consequently, during the week of the work cycle the employee is to work less than 38 ordinary hours the employee will not be entitled to a average pay for that week. In that week, the average pay will be reduced by the amount of the "credit" the employee does not accrue for each whole day during the work cycle the employee is absent.
- (c) The amount by which an employee's average weekly pay will be reduced when the employee is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service) is to be calculated as follows:

Total of "credits" not accrued x average weekly pay during cycle

Examples: (An employee's ordinary hours are arranged so that the employee works 8 ordinary hours on five days of each week for 3 weeks and 8 ordinary hours on four days of the fourth week).

Example 1 Employee takes one day off without authorisation in first week of cycle.

<u>Week of Cycle</u>	<u>Payment</u>
1st week	average weekly pay less one day's pay (i.e. less 1/5).
2nd and 3rd week	average weekly pay each week.
4th week	average pay less credit not accrued on day of absence calculated as follows

$$\text{average pay less } 0.4 \text{ hours} \times \text{average weekly pay.}$$

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Example 2. An Employee takes each of the 4 days off without authorisation in the 4th week.

<u>Week of Cycle</u>	<u>Payment</u>
1st, 2nd and 3rd weeks	average pay each week.
4th week	average pay less 4/5ths of average pay for the four days absent than less total of credits not accrued that week.

$$1/5 \text{ average pay less } 4 \times 0.4 \text{ hours} \times \text{average weekly pay}$$

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$$1/5 \text{ average pay less } 1.6 \text{ hours} \times \text{average weekly pay}$$

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9.5 Wages to be paid during working hours

Subject to subclause 9.6 where the majority of employees in a particular establishment are employed under the terms of this award, wages shall be paid during ordinary working hours and if an employee is kept waiting for their wages on pay day after the usual time for ceasing work, the employee shall be paid at overtime rates for the period the employee is kept waiting. Where the majority of employees in a particular establishment are not employed under the terms of this award, an employee kept waiting for their wages on pay day for more than six minutes after the usual time for ceasing work shall be paid at overtime rates after the six minutes.

9.6 Day off coinciding with Pay Day

In the event that an employee, by virtue of the arrangement of their ordinary working hours, is to take a day off on a day, which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day. Provided that, where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

9.7 Payment by Cheque or Electronic Transfer

Where an employer and employee agree, the employee may be paid their /her wages by cheque or direct transfer into the employee's bank (or other recognised financial institution) account. Notwithstanding this provision, if the employer and the majority of employees agree, all employees may be paid their wages by cheque or direct transfer into an employee's bank (or other recognised financial institution) account, provided that in the case of employees paid by cheque, the employer shall, on pay day, if it is required by the employee, have a facility available during ordinary hours for the "encashment" of the

cheque.

9.8 Payment during first week of employment

On the first pay day occurring during their employment, an employee shall be paid whatever wages are due to them up to the completion of their work on the previous day: Provided that this subclause shall not apply to employees who make a practice of allowing advances approximating wages due.

9.9 Termination of Employment

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

9.10 Provided that in the case of an employee whose ordinary hours are arranged in accordance with 20.2(c) and (d) and who is paid average pay and who has not taken the day off due to them during the work cycle in which their employment is terminated, the wages due to that employee shall include the total of credits accrued during the work cycle as detailed in 7.3.

9.11 Details of payments to be given.

Section 123 of the Act which requires that when an employer pays remuneration to an employee, the employer must supply the employee with written particulars regarding the payment shall read as a provision of this award.

9.12 Calculation of Hourly Rate

Except as provided in 9.2 hourly rates shall be calculated by dividing the appropriate weekly rate by 38.

10. EMPLOYER RECORDS

Section 129 the Act which requires that an employer must ensure that certain records are kept in relation to employees of the employer shall be read as a provision of this Award

11. TRAINING

11.1 The parties to this award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the utilisation of skills acquired.

11.2 Following proper consultation in accordance with clause 10 - Structural Efficiency, or through the establishment of a training committee, an employer shall develop a training program consistent with:

- (a) the current and future skill needs of the enterprise;
- (b) the size, structure and nature of the operations of the enterprise;
- (c) the need to develop vocational skills relevant to the enterprise and/or industry through courses conducted by accredited educational institutions and providers.

11.3 Where it is agreed a training committee be established that training committee should be constituted by

equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:

- (a) formulation of a training program and availability of training courses and career opportunities to employees;
- (b) dissemination of information on the training program and availability of training courses and career opportunities to employees;
- (c) the recommending of individual employees for training and re-classification;
- (d) monitoring and advising management and employees on the ongoing effectiveness of the training.

- 11.4 (a) Where as a result of consultation in accordance with clause 10 or through a training committee and with the employee concerned, it is agreed that additional training in accordance with the program developed pursuant to clause 11.2 should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
- (b) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be paid for by the employer upon production of evidence of such expenditure.

Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.

- (c) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
- (d) Subclauses (b), (c) and (d) shall operate as interim provisions and shall be reviewed after nine months operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in subclause (a).
- (e) In this connection, the unions reserved the right to press for the mandatory prescription of a minimum number of training hours per annum, without loss of pay, for an employee undertaking training to meet the needs of an individual enterprise.
- (f) Any disputes arising in relation to 11.2 and 11.3 shall be subject to the provisions of clause 31 Dispute Settlement Procedure.

12. STRUCTURAL EFFICIENCY

- 12.1 The parties to this award are committed to co-operating positively to increase efficiency, productivity and international competitiveness where appropriate and to enhance the career opportunities and job security of employees covered by this award.
- 12.2 At each enterprise, the parties shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that enterprise. Measures raised by the parties for consideration consistent with the objectives of 12.1 shall be processed through that consultative mechanism.
- 12.3 Measures raised for consideration consistent with subclause 12.2 shall be related to implementation of the new classification structure, the facilitative provisions contained in this award and, subject to matters concerning training.
- 12.4 Without limiting the rights of either an employer or a Union to arbitration, any measure designed to

increase flexibility on a site within an enterprise sought by any party shall be implemented by agreement subject to the following requirements.

- (a) the changes sought shall not affect provisions reflecting national standards;
- (b) the majority of employees affected by the change at the site or enterprise must genuinely agree to the change;
- (c) no employee shall lose income as a result of the change;
- (d) the relevant Union must be a party to the agreement and the Union will not unreasonably withhold its consent;
- (e) any agreement shall be subject, where appropriate, to approval by the Industrial Commission and, if approved, shall operate as a Schedule to the award to take precedence over any provision of this award to the extent of any inconsistency.
- (f) Award restructuring should be given its wider meaning, and award restructure should not be confined to the restructuring of classifications but may extend to the review of other restrictive provisions which currently operate. To that end, such restrictive provisions will be reviewed on an ongoing basis.

12.5 The parties to this award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required.

Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the utilisation of skills acquired.

12.6 Any disputes arising in relation to the implementation of this clause shall be subject to the provisions of the Settlement of Disputes Clause.

13. ENTERPRISE AGREEMENTS

The Union and its members employed in a particular enterprise will participate in restructuring agreements which cover their relevant areas of work in that enterprise: provided -

- 13.1 that the Union will be involved in the negotiations leading to such agreements and, if those agreements require variations to this award, the Union will not unreasonably oppose those variations; and
- 13.2 where the Union is not involved in those negotiations, all of its rights shall be reserved.

14. CONTRACT OF EMPLOYMENT

14.1 Except as provided by clause 17, Casual Labour, employment shall be by the week. An employee to become entitled to payment on a weekly basis shall except as provided by clause 25, Mixed Functions, perform such work as the management shall from time to time require on the days and during the hours usually worked by the class of employees affected.

14.2 An employee not attending for duty shall, except as provided by clause 19, Sick Leave, lose their pay for the actual time of such non-attendance.

14.3 TERMINATION OF EMPLOYMENT

- (a) Employment shall be terminated by a week's notice on either side, such notice to be given at any time during the week or by the payment or forfeiture of a week's wages as the case may be, except where the circumstances of termination of employment fall within the provisions of clause 35 Redundancy and Technological Change.
 - (b) Nothing in this clause shall not affect the right of the management to
 - (i) dismiss any employee without notice for malingering, inefficiency, neglect of duty, or misconduct, and in such cases wages shall be paid up to the time of dismissal only, or
 - (ii) to deduct payment for any day the employee cannot be usefully employed because of any strike by the applicant union (of employees) or any other union or through any breakdown of machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.
 - (c) Provided that where an employer orders employees not to work on any day because of the state of the weather such order shall not deprive the employees of their claim for payment under their weekly engagements, but if such employees cease work in any day because of the state of the weather without being ordered to do so they shall not be entitled to payment for time so lost.
- 14.4 (a) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.
- (b) An employer may direct an employee to carry out duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- (c) Any direction issued by an employer pursuant to 14.1 or 14.2 shall be consistent with the employer's responsibility to provide a safe and healthy working environment.

15. JUNIOR LABOUR

The minimum rates of wages to be paid to juniors working as greasers or oilers other than on shafting, or as cleaners or as motor drivers or attendants where the motor does not exceed 50 horse power in all shall be the undermentioned percentages of the ordinary weekly wage (basic wage plus margin) prescribed by this award for a greaser or oiler:

Percentage of ordinary weekly wage for a greaser or oiler

If under 16 years of age	33
16 years of age	43
17 years of age	64.5
18 years of age	76
19 years of age but under 20 years	89

15.2 If a cleaner, greaser or oiler sometimes under the supervision of an engine driver, stops or starts an engine the employee shall be paid an amount set in Item 12 of Table 2.

15.3 The total wage shall be calculated to the nearest five cents.

16. PART-TIME EMPLOYMENT

16.1 An employee may be engaged by the week on a part-time basis for a constant number of hours which having regard to the various ways of arranging ordinary hours shall average less than 38 hours per week.

16.2 An employee so engaged shall be paid per hour one-thirty-eighth of the weekly rate prescribed by clause 5 for the classification in which the employee is engaged.

- 16.3 An employee engaged on a part-time basis shall be entitled to payments in respect of annual leave, public holidays and sick leave arising under this award on a proportionate basis calculated as follows

(a) Annual Leave

Subject to the provisions of clause 18, Annual Leave, of this award:

Where the employee has completed twelve months' continuous service - four weeks' leave at the number of ordinary hours which would otherwise have been worked during the period of leave.

Where the employee is entitled to pro rata leave on termination or at a close down in accordance with this award the employee shall receive 2.923 hours paid at the appropriate rate of wage for each 38 ordinary hours worked.

(b) Public Holidays

Where the normal paid hours fall on a public holiday and work is not performed by the employee, such employee shall not lose pay for the day.

Where the employee works on the holidays, such employee shall be paid in accordance with clause 14, Holidays.

(c) Sick Leave - First year of Employment

(i) During the first year of any period of service with an employer the employee shall be entitled to sick leave equivalent to the average number of hours worked each week in accordance with clause 17, Sick Leave.

(ii) During the first five months of any period of service with an employer, sick leave shall accrue at the rate of one-fifth of the average number of hours worked each week for every completed month of service. Provided further that on application by the employee during the sixth month of employment and subject to the availability of an unclaimed balance of sick leave the employee shall be paid for any sick leave taken during the first five months and in respect of which payment was not made.

(d) Sick Leave - Second or Subsequent Years of Employment

(i) During the second or subsequent years of any period of service with an employer the employee shall not be entitled to leave in excess of an amount calculated as follows:

$$\frac{\text{Average Number of hours worked each week} \times 8}{5}$$

16.4 Overtime

A part-time employee who works in excess of the hours fixed under the contract of employment shall be paid overtime in accordance with clause 13, Overtime.

17. CASUAL LABOUR

17.1 A casual employee is one engaged and paid as such.

17.2 A casual employee for working ordinary time be paid per hour one thirty-eighth of the weekly rate prescribed by this award for the work the employee performs plus 20 per cent.

18. HOURS - OTHER THAN SHIFT WORK

- 18.1 For an employee not working on shift the ordinary working hours per week and per day respectively shall be of the same number as those worked by the majority of the employees not working on shift work in the particular workshop, factory or working place. Provided that the number of hours worked shall not exceed on average thirty-eight per week nor seven hours and thirty-six minutes in any one day.
- 18.2 The ordinary hours of work prescribed may be worked on any day or all of the days of the week, Monday to Friday.
- 18.3 The ordinary hours of work shall be worked continuously, except for meal breaks at the discretion of the employer between 6.00 a.m. and 6.00 p.m. Provided that
- (a) the actual ordinary hours of work shall be determined by an agreement between an employer and the majority of employees in the plant or work section or sections concerned.
 - (b) work done prior to the spread of hours fixed in accordance with this subclause for which overtime rates are payable shall be deemed for the purpose of this subclause to be part of the ordinary hours of work.
- 18.4 The ordinary hours of work shall not exceed twelve on any day. Provided that:
- (a) in any arrangement of ordinary hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to agreement between an employer and the majority of employees in the plant or work section or sections concerned; and
 - (b) by arrangement between an employer, or the majority of employees in the plant or work section or sections concerned and their union, ordinary hours not exceeding twelve on any day may be worked subject to:
 - (i) the employer and the employees concerned being guided by occupational health and safety provisions, including those in the ACTU Code of Conduct on twelve hour shifts;
 - (ii) proper health monitoring procedures being introduced;
 - (iii) suitable roster arrangements being made; and
 - (iv) proper supervision being provided.

19. SHIFT WORK

19.1 Shifts - Other than Continuous

This subclause shall apply to shift workers not upon continuous work as defined.

- (a) Subject to clause 18, Implementation of 38-Hour Week, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:
 - (i) 38 hours within a period not exceeding seven consecutive days; or
 - (ii) 76 hours within a period not exceeding fourteen consecutive days; or
 - (iii) 114 hours within a period not exceeding 21 consecutive days; or
 - (iv) 152 hours within a period not exceeding 28 consecutive days.
- (b) the ordinary hours shall be worked continuously subject to the following:
 - (i) An employee shall not be required to work for more than five hours without a break for a

- meal. The time at which the meal break is taken shall be at the discretion of the employer.
- (ii) Except at regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.
 - (iii) The ordinary hours of work shall not exceed twelve hours on any day.
 - (iv) In any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned; and
 - (v) By agreement between an employer and the majority of employees in the plant, work section or sections concerned and their union, ordinary hours not exceeding twelve on any day may be worked subject to:
 - (1) the employer and the employees concerned being guided by occupational health and safety provisions including the ACTU Code of Conduct on twelve hour shifts;
 - (2) proper health and monitoring procedures being introduced;
 - (3) suitable roster arrangements being made;
 - (4) proper supervision being provided.

19.2 Shifts - Continuous Work Shifts

This subclause shall apply to shift workers on continuous work as defined.

- (a) The ordinary hours of shift workers shall average 38 per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days. Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days. Subject to the following conditions, such shift workers shall work at such times as the employer may require.
- (b) A shift shall consist of not more than twelve hours inclusive of crib time. Provided that:
 - (i) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned; and
 - (ii) by agreement between an employer, the majority of employees in the plant, work section or sections concerned and their union, ordinary hours not exceeding twelve on any day may be worked subject to:
 - (1) the employer and the employers concerned being guided by occupational health and safety provisions including those of the ACTU Code of Conduct on twelve hour shifts;
 - (2) proper health and monitoring procedures being introduced;
 - (3) suitable roster arrangements being made; and
 - (4) proper supervision being provided.
 - (5) except at the regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.
 - (6) twenty minutes shall be allowed to shift workers each shift for crib, which shall be

counted as time worked.

- (c) There shall be roster of shifts which shall -
 - (i) provide for rotation unless all the employees concerned desire otherwise;
 - (ii) provide for not more than eight shifts to be worked in any nine consecutive days; and
 - (iii) not to be changed until after four weeks' notice;
 - (iv) Provided that an employee's place on such roster shall not be changed except on one week's notice of such change or payment of penalty rates.
 - (v) So far as employees present themselves for work in accordance therewith shifts shall be worked according to the roster.

19.3 An employee on shift engaged to work at a site where the majority of employees work shifts not in accordance with either subclause 19.1 or 19.2, the employee may be required by their employer to work shifts similar in length, roster conditions and crib times to those of the majority. This subclause shall not apply when such shifts exceed in the aggregate 152 hours in any period of four consecutive weeks.

19.4 For work done by a shift worker outside the ordinary hours of their shift double time shall be paid. This shall not apply to arrangements between the employees themselves or in cases due to rotation of shift or when the relief does not come on duty at the proper time. For all time of duty after the employee has finished their ordinary shift such unrelieved employee shall be paid time and one-half for the first seven hours and 36 minutes and double time thereafter. Provided that the employee been given at least 7 hours and 36 minutes' notice.

19.5 **"Day shift"** means any shift starting at or after 6 a.m. and before 10 a.m.

"Afternoon shift" means any shift starting at or before 10 a.m. and before 8 p.m.

"Night shift" means any shift starting at or after 8 p.m. and before 6 a.m.

(a) Afternoon and Night Shift Work

- (i) Shift workers while working on afternoon or night shifts shall be paid 15 per cent more than the ordinary rate for such shifts.
- (ii) A Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for a least six successive afternoons or nights in a six-day workshop shall be paid at the rate of time and a half for the first three hours and then double time for each shift.

(b) Night Shift Work

- (i) An employee shall be paid thirty percent in addition to their ordinary hourly rate if:
 - (1) during a period of engagement on shift, works night shift only;
 - (2) remains on night shift for a longer period than four consecutive weeks; or
 - (3) works on a night shift which does not rotate or alternate with any shift or with day work so as to give them at least one-third of their working time off night shift in each shift cycle,

(c) Weekend and Public Holiday Shift Work.

- (i) Employees working shifts shall be paid for work performed between midnight on Friday and midnight on Saturday at the minimum rate of time and one-half.
 - (ii) Employees working shifts shall be paid for all work performed between midnight on Saturday and midnight on Sunday, or on a Public Holiday at the rate of double time.
 - (iii) The extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding paragraphs of this subclause.
- 19.6 An employee on shift engaged to work at a site where the majority of working on shift receive shift premiums in excess of those provided by 19.5, such employee shall be paid such higher shift premiums.
- 19.7 An employee on shift engaged to work at a site where the majority of working on shift receive compensation by way of annual leave or otherwise for working Saturday, Public Holidays and/or Sunday shifts, such employee shall be given compensation for working such shifts.
- 19.8 A shift worker whose rostered day off falls on a public holiday shall be paid in accordance with 24.3(a).

20. IMPLEMENTATION OF 38-HOUR WEEK

- 20.1 The ordinary hours of work shall be an average of 38 per week as provided in clause 18, Hours - Other Than Shift Work; and
- 20.2 Except as provided in subclauses 20.5 and 20.6, the method of implementation of the 38 hour week may be any one of the following:
- (a) by employees working less than 8 ordinary hours each day; or
 - (b) by employees working less than 8 ordinary hours on one or more days each week; or
 - (c) by fixing one weekday on which all employees will be off during a particular work cycle; or
 - (d) by rostering employees off on various days of the week during a particular work cycle so that each employee has one weekday off during that cycle.
 - (e) for the purposes of clause 18 any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed in accordance with clause 18.
- 20.3 In each plant, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned.
- 20.4 In the absence of agreement at plant level, the procedure for resolving special, anomalous or extraordinary problems shall be applied in accordance with clause 35 Dispute Resolution Procedure, of this award. The procedure shall be applied without delay.
- 20.5 Subject to the provisions of clause 18, Hours - Other Than Shift Work, and clause 19, Shift Work, of this award, the employer and the majority of employees in the plant or section or sections concerned may agree that the ordinary working hours are to exceed eight on any day, thus enabling a weekday off to be taken more frequently than would otherwise apply.
- 20.6 Circumstances may arise where different methods of implementation of a thirty-eight hour week apply to various groups or sections of employees in the plant or establishment concerned.
- 20.7 Notice of Days Off - Except as provided in 20.8(a) and (b), in cases where, by virtue of the arrangement of their /her ordinary hours, an employee, in accordance with 20.2(c) and (d) hereof is entitled to a day off during their /her work cycle, such employee shall be advised by the employer at least four weeks in advance of the weekday the employee is to take off; provided that a lesser period of notice may be agreed by the employer and the majority of employees in the plant or section or sections concerned.

20.8 Substitute Days -

- (a) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with 20.2(a) and (b) of this clause, for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
- (b) An individual employee, with the agreement of their employer may substitute the day the employee is to take off for another day.

20.9 Flexibility in Relation to Rostered Days Off - Notwithstanding any other provision in this clause, where the hours of work of an establishment, plant or section are organised in accordance with 20.2 (c) and (d) hereof an employer, the union or unions concerned and the majority of employees in the establishment, plant, section or sections concerned may agree to accrue up to a maximum of five rostered days off in special circumstances such as where there are regular and substantial fluctuations in production requirements in any year.

20.10 Where such agreement has been reached the accrued rostered days off must be taken within 12 months. It is understood between the parties that the involvement of the union or unions concerned would be necessary in cases where it or they have members in the plants concerned and not in non-union establishments.

20.11 PROCEDURE FOR IN PLANT DISCUSSIONS

- (a) Procedures shall be established for in-plant discussions, the objective being to agree on the method of implementing a 38-hour week in accordance with the award, and entailing an objective review of current practices to establish where improvements can be made and implemented.
- (b) The procedures should make suggestions as to the recording of understandings reached and methods of communicating agreements and understandings to all employees, including and overcoming of language difficulties.
- (c) The procedures should allow for the monitoring of agreements and understandings reached in plant.
- (d) in cases where agreement cannot be reached in plant in the first instance or where problems arise after initial agreements or understandings have been achieved in plant, a formal monitoring procedure shall apply.
- (e) Separate to these procedures the employer organisations may provide assistance and guidance to their members on the subject matters to be dealt with in-plant discussions and on other relevant matters.

21. OVERTIME

21.1 (a) For the purposes of this clause, ordinary hours shall mean the hours of work fixed in an establishment in accordance with clauses 18, 19 or 20, of this award, overtime shall be paid at the rate of time and one-half for the first three hours and double time thereafter, such double time to continue until the completion of the overtime work:

Provided, however, that where in any particular workshop, factory or working place at which an employee is engaged, the majority of employees working to receive the rate of double time before the expiry of three hours worked, such employee shall be paid the overtime rate applying to such majority. The hourly rate,

- (i) when computing overtime, shall be determined by dividing the appropriate weekly rate by 38, even in cases where an employee works more than 38 ordinary hours' in a week.

- (ii) For work done by a shift worker outside the ordinary hours of their shift, overtime rates shall be paid as prescribed by subclause 19.4, of this award.

21.2 RECALL

- (a) An employee recalled to work overtime after leaving their employer's business premises (whether notified before or after leaving the premises), or a day worker required to work overtime on a Saturday, shall be paid for a minimum of four hours' work at the appropriate rate for each time the employee is so recalled.
- (b) Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period.
- (c) This subclause (21.2) shall not apply in cases where:
 - (i) it is customary for an employee to return to their employer's premises to perform a specific job outside their ordinary working hours; or
 - (ii) where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time, or on a Saturday when overtime commenced on the day previous.
- (d) Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause (v) of this clause where the actual time worked is less than four hours on such recall or on each of such recalls.

21.3 An employee occasionally required to hold himself in readiness either at their home, their place of work or elsewhere, to work before or after ordinary hours or on a Saturday which is not an ordinary working day, or on a Sunday or Public Holiday, shall be paid standing-by time at their ordinary rate of wages for the time from which the employee is told to hold himself in readiness until released.

21.4 Where an employee finishing overtime work or in order to commence overtime work has to travel at a time when reasonable means of transport are not available, the employer shall provide them with a conveyance to or from their home or pay them at their ordinary rate of wage for the time occupied in reaching their home or travelling from their home to work respectively.

21.5 (a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days or shifts.

- (b) An employee (other than a casual employee) who:
 - (i) works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that the employee has not had at least ten consecutive hours off duty between these times; or
 - (ii) on Saturdays, Sundays and Public Holiday's, not being ordinary working days or on a rostered day off without having had ten consecutive hours off duty in the twenty-four hours preceding their ordinary commencing time on their next ordinary day or shift,

shall, subject to this subclause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (c) If on the instructions of their employer such an employee resumes or continues work without having had such ten consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty. The employee shall then be entitled to be absent until the

employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (d) The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.
- 21.6 (a) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
- (b) The applicant union shall not in any way whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.
- (c) The assignment of overtime by an employer to an employee shall be based on specific work requirements and the practice of "one-in, all in" overtime shall not apply.

22. MEAL INTERVALS

- 22.1 An employee shall not be required to work for more than five hours without a break for a meal. Provided that:
- (a) in cases where canteen or other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all employees to take a meal break within five hours an employee shall not be required to work for more than six hours without a break for a meal; and
 - (b) by agreement between an employer and the majority of employees in the plant, work section or sections concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.
- 22.2 The time of taking a scheduled meal break or rest break by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations.
- 22.3 An employer may stagger the time of taking a meal and rest break to meet operational requirements.
- 22.4 Subject to the provisions of subclause 22.1, an employee employed as a regular maintenance man shall work during meal breaks at ordinary rates of pay whenever instructed to do so for the purpose of making good breakdown of plant or upon routine maintenance of plant which can only be done while such plant is idle.
- 22.5 Except as provided in subclauses 22.1 and 22.4 hereof, and except where any alternative arrangement is entered into, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is taken.
- 22.6 Meal breaks shall be between half and one hour duration as otherwise agreed between the employer and the majority of employees in the plant or section/s and shall not be counted as time worked.

23. MEAL INTERVAL DURING OVERTIME

- 23.1 Employees shall be allowed the same conditions as to the meals and meal intervals to be allowed whilst working overtime as are prescribed by award, determination or industrial agreements - Commonwealth or State - for the general body of employees of the industry in which they are employed. Where no such alternative provision exist the terms of this clause shall apply.

23.2 Crib Breaks

- (a) An employee required to work in excess of one and a half hours of overtime shall be allowed a meal break of 20 minutes, to be paid at ordinary rates, before the commencement of such overtime.
- (b) An additional crib break of 20 minutes shall be allowed after each four hours of overtime if the overtime is to continue.
- (c) Where a day worker on a five-day week is required to work overtime on a Saturday the first meal break time, if occurring between 10 a.m. and 1 p.m., shall be paid at ordinary rates.
- (d) An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand; provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

23.3 Meal Allowance

- (a) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that the employee shall be so required to work shall either be supplied with a meal by the employer or paid an allowance as specified in item 12 of table 2 for the first meal and each subsequent meal.
- (b) Such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.
- (c) Unless the employer advises an employees on the previous day or earlier that the amount of overtime to be worked will necessitate the taking of a second or subsequent meal (as the case may be), the employer shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.
- (d) If an employee pursuant to notice has provide a meal or meals and is not required to work overtime or is required to work less than the amount advised the employee shall be paid as prescribed for meals which the employee has provided but which are surplus

24. WORK ON SUNDAYS AND PUBLIC HOLIDAYS

- 24.1 All work, other than shift work, performed on Sundays shall be paid for at the rate of double time and on Public Holidays shall be paid at the rate of double time and one-half.
- 24.2 Employees, other than on shift or engaged in maintaining the continuity of electric light and power required to work on Sundays or public holidays shall be paid for a minimum of three hours' work.
- 24.3
 - (a) An employee who works continuous work and who by the circumstances of the arrangement of their ordinary hours of work is entitled to a rostered day off which falls on a public holiday prescribed by clause 24 shall, at the discretion of the employer, be paid for that day 7 hours and 36 minutes at ordinary rates or have an additional day added to their annual leave. This provision shall not apply when the holiday on which the employee is rostered off falls on a Saturday or Sunday.
 - (b) In the case of an employee whose ordinary hours of work are arranged in accordance with paragraphs 20.2 (c) or (d) or subclause 20.5, the weekday to be taken off shall not coincide with a public holiday fixed in accordance with clause 26, Public Holidays: Provided that, in the event that a public holiday is prescribed after an employee has been given notice of their weekday off in accordance with subclause 20.7 and the public holiday falls on the weekday the employee is to take off, the employer shall allow the employee to take the day off on an alternative weekday.

25. MIXED FUNCTIONS

- 25.1 Where the employment or work involves functions of a mixed character, the minimum wages to be paid to the employee for the day or part of a day the employee is so employed shall be calculated as if the employee performed such only of the said functions as involve the highest rate of wages under this award. If so employed for any part of a day the employee shall be paid at the highest rate for the whole of such day.
- 25.2 Engine drivers, whilst in charge of their engines, shall only be required to perform such work as may be within the scope of or incidental to engine driving and the generation, use and application of engine power: Provided that engine drivers in charge of engines supplying power to any intermittent process involving regular stoppages, may during such stoppages be required to perform any work necessary or incidental to such intermittent process.

26. PUBLIC HOLIDAYS

All employees shall be entitled to the same holidays as are observed by the general body of employees of the industry in which they are employed:

- 26.1 Provided that an employee shall be entitled in any case to the following holidays:
- (a) An employee shall be granted the following holidays without deduction of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labor Day, Anzac Day, Queen's Birthday, Christmas Day and Boxing Day, and such other days gazetted as a Public Holiday for the State of New South Wales.
 - (b) In addition to the public holidays prescribed in paragraph (a) of this subclause, one additional public holiday shall be observed on the same date as the Metal Industry additional holiday for New South Wales the date of which is specified in the Metal, Engineering and Associated Industries Award, 1998 (Print M1319) at clause 7.5.1(b)(ii) (as varied).
- 26.2 For the purpose of this award -
- (a) Where Christmas Day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively.
 - (b) Where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day.
 - (c) Where New Year's Day falls on a Saturday or on a Sunday the following Monday shall be observed as New Year's Day; and the said Saturday and/or Sunday shall be deemed not to be holidays.

27. SICK LEAVE

- 27.1 Employees shall be entitled to and shall be allowed sick leave to the same extent and subject to the same conditions as prescribed by award, determination or agreement - Commonwealth or State - for the general body of employees in the industry in which they are employed: Provided that an employee shall be entitled in any case to sick leave not less than is after provided.
- 27.2 In any case where 27.1 does not apply an employee other than a casual employee who is absent from their work on account of personal illness or account of injury by accident, other than covered by workers compensation, shall be entitled to a leave of absence, without deduction of pay, subject to the following conditions:
- (a) the employee shall, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence the employee shall inform the employer within 24 hours of such absence.
 - (b) He shall prove to the satisfaction of their employer (or, in the event of dispute, of the Industrial

Commission of New South Wales) that the employee was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

(c) First Year of Employment

- (i) An employee the employee shall not be entitled during their first year of any period of service with an employer to leave in excess of five days of ordinary working time. In cases where the employee normally works more than 8 ordinary hours in any day, the employee shall not be entitled to leave in excess of 40 hours of ordinary working time:
- (ii) Provided that during the first five months of the first year of a period of service with an employer the employee shall be entitled to sick leave which shall accrue on a pro rata basis of one day of ordinary working time for each month of service completed with that employer to a maximum of 40 ordinary hours.
- (iii) On application by the employee during the sixth month of employment and subject to the availability of an unclaimed balance of sick leave the employee shall be paid for any sick leave taken during the first five months and in respect of which payment was not made.

(d) Second or Subsequent Years of Employment

An employee shall not be entitled during the second or subsequent year of any period of service with an employer to leave in excess of 8 days of ordinary working time or in excess of 64 hours of ordinary working time in the case of an employee who normally works more than 8 ordinary hours on any day.

(e) Part Day Absences

In the case of employees whose hours of work are fixed in accordance with 20.2 (c) or (d), sick pay entitlements for part day absences shall be calculated on a proportionate basis as follows:

$$\frac{\text{duration of sick leave absence}}{\text{ordinary hours normally worked that day}} \times \frac{\text{appropriate weekly rate}}{5}$$

In the case of employees whose hours of work are fixed in accordance with 20.2 (a) or (b), sick pay entitlements for part day absences shall be calculated on a proportionate basis as follows:

$$\frac{\text{duration of sick leave absence}}{\text{times}} \times \frac{\text{appropriate weekly rate}}{38}$$

(f) Sickness on Day Off

Where an employee is sick or injured on the weekday the employee is to take off in accordance with paragraphs 20.2 (c) or (d), the employee shall not be entitled to sick pay nor will their sick pay entitlement be reduced as a result of their sickness or injury that day.

(g) Alternative Methods of Payment

Where the employer and the majority of employees concerned agree, an alternative method of calculating sick leave entitlements to that provided for in this clause may be introduced.

27.3 Single Day Absence

- (a) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only, such employee, if in the year the employee has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless the employee produces to the employer a certificate of a duly qualified medical practitioner that in their, the medical practitioner's, opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident.
- (b) An employer may agree to accept from the employee a Statutory Declaration, stating that the employee was unable to attend for duty on account of personal illness or on account of injury by accident in lieu of a certificate of a duly qualified medical practitioner as prescribed by this subclause.
- (c) Nothing in this subclause shall limit the employer's right under paragraph 27.2(c).

27.4 Accumulation of Sick Leave

- (a) Sick leave shall accumulate from year to year so that any balance of the period specified in paragraphs 27.2 (d) or (e) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions before prescribed shall be allowed by the employer in a subsequent year without diminution of the sick leave prescribed in respect of that year.
- (b) Sick leave which accumulates pursuant to this subclause shall not exceed 640 hours and shall be available to an employee for a period of twelve years but for no longer from the end of the year in which it accrues.

27.5 If an employee is terminated by their employer and is re-engaged by the same employer within a period of six months, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement. In such a case the employee's next year of service will commence after a total of twelve months has been served with that employer, excluding the period of interruption in service, from the date of commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment, as the case may be.

28. PERSONAL/CARER'S LEAVE

28.1 Use Of Sick Leave

- (a) An employee with responsibilities in relation to a class of person set out in subparagraph 28.1(c)(ii) who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after 15 September 1995 for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to
 - (i) the employee being responsible for the care and support of the person concerned; and
 - (ii) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

- (3) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (A) "relative" means a person related by blood, marriage or affinity;
 - (B) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (C) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the first day of absence.

28.2 Unpaid Leave For Family Purpose.

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 28.1(c) (ii) above who is ill.

28.3 Annual Leave

- (a) To give effect to this Clause, but subject to the *Annual Holidays Act* 1944, an employee may elect, with the consent of the employer, to take annual leave not exceeding five days in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph 28.3(a) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

28.4 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 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) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

28.5 Make-up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which

the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.

28.6 Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

29. BEREAVEMENT LEAVE

- 29.1 An employee, other than a casual employee, shall be entitled to a maximum of two days bereavement leave without deduction of pay, on each occasion of the death of a person in Australia prescribed in subclause 29.3. Where the death of a person as prescribed by the said subclause 29.3 occurs outside Australia, the employee shall be entitled to two days bereavement leave where the employee travels outside Australia to attend the funeral.
- 29.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer, proof of death.
- 29.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave subparagraph 28.1(c) (ii), Personal/Carer's Leave, provided that, for the purpose of Bereavement Leave, the employee need not have been responsible for the care of the person concerned.
- 29.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 29.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 27.2, 27.3, 27.4, 27.5 27.6. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

30. JURY SERVICE

- 30.1 An employee on weekly hiring required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.
- 30.2 An employee shall notify their employer as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give their employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

31. ANNUAL LEAVE

- 31.1 Employees shall be entitled to and shall be allowed annual leave to the same extent and subject to the same conditions as are prescribed by statute, award, determination or industrial agreement - Commonwealth or State - for the general body of employees in the industry in which they are employed: Provided that an employee shall be entitled in any case to annual leave not less than hereinafter provided.
- 31.2 Period of Leave - A period of twenty-eight consecutive days' leave, including non-working days, shall be allowed annually to an employee after twelve months' continuous service (less the period of annual leave) as an employee on weekly hiring in any one or more of the occupations to which the award applies. An employee on weekly hiring shall accrue annual leave at a rate of 2.923 hours for each 38 ordinary working hours worked.
- 31.3 In addition to the leave hereinbefore prescribed seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed seven consecutive days' leave including non-working days. Where an employee with twelve months' continuous service is engaged for part of the twelve-monthly period as a seven-day shift worker he or she shall be entitled to have the period of leave to which he is entitled as prescribed in subclause (ii) of this clause, increased by half a day for each month he is continuously engaged as aforesaid.
- 31.4 Subject to this subclause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 26, Holidays, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday. Where a holiday falls as aforesaid and the employee fails without reasonable cause, proof whereof shall be upon him, to attend for work at his ordinary starting time on the working day immediately following the last day of the period of his annual leave he shall not be entitled to be paid for any such holiday.
- 31.5 "Broken leave - Annual leave shall be given and taken in one, two, three or four continuous periods. Provided that an employee may, with the consent of his or her employer, take short term annual leave, not exceeding four days in any calendar year
- 31.6 For the purpose of this clause service shall be deemed to be continuous notwithstanding:
- (a) Any interruption or determination of the employment by the employer if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
 - (b) Any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or
 - (c) Any absence with reasonable cause, proof whereof shall be upon the employee. In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this subclause shall inform the employer, in writing if practicable, within twenty-four hours of the commencement of such absence of his or her inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of his or her absence. A notification given by an employee pursuant to clause 27 - Sick Leave shall be accepted as a notification under this subclause.

Any absence from work by reason of any cause being not a cause specified in this subclause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant, in the manner in which general notifications to employees are usually made in the plant and by posting to each union whose members have participated in such concerted or collective absenteeism a copy of it not later than the day it is posted up in the plant. A notice to an individual employee may be given by delivering it to him or her personally or by posting it to his or her last recorded address, in which case it shall be deemed to have reached him or her in due course of post.

Calculation of Continuous Service - In calculating the period of twelve months' continuous service the following absences shall be taken into account and counted as time worked:

- (1) up to 152 ordinary working hours in a twelve-monthly period in the case of sickness or accident;
- (2) long service leave taken by an employee in accordance with the Long Service Leave Act of New South Wales;

Providing that for the purpose of this clause in calculating continuous service for periods of less than twelve months such absences due to sickness or accident shall be taken into account and counted as time worked on a pro rata basis of 152 ordinary hours for twelve months' service. Other absences from work shall not be taken into account and shall not count as time worked in calculating the period of twelve months' continuous service.

- 31.7 Calculation of Service - Service before the date of this award shall be taken into consideration for the purpose of calculating annual leave but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or payment in lieu thereof has been allowed. The period of annual leave to be allowed under this subclause shall be calculated to the nearest day with any broken part of a day in the result not exceeding half a day to be disregarded.

Where the employer is a successor or assignee or transmittee of a business, if an employee was in the employment of the employer's predecessor at the time when he became such successor or assignee or transmittee, the employer in respect of the period during which he was in the service of the predecessor shall, for the purpose of this clause, be deemed to be in the service of the employer.

- 31.8 Leave to be Taken - The annual leave provided by this clause shall be allowed and shall be taken and except as provided by subclause 32.13 and 31.14 hereof payment shall not be made or accepted in lieu of annual leave.
- 31.9 Time of Taking Leave - Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than four weeks' notice to the employee.

Provided that by agreement between an employer and an employee, and ratified by the Industrial Registrar pursuant to section 3(4) of the Annual Holidays Act, annual leave may be taken at any time within a period of twelve months from the date at which it falls due and with less than four weeks notice to the employee.

31.10 Leave Allowed Before Due Date

- (a) An employer may allow an employee to take annual leave either wholly or partly in advance before the right thereto has accrued due. In such case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which the annual leave or part thereof had been taken before it accrued.
- (b) Where annual leave or part thereof has been granted pursuant to paragraph (a) of this subclause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted; and the amount paid by the employer to the employee for the annual leave or part so taken in advance exceeds the amount which the employer is required to pay to the employee under subclause 29.13 of this clause the employer shall not be liable to

make any payment to the employee under the said subclause 29.13 and shall be entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of employment.

- 31.11 Each employee before going on leave shall be paid the wages he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on leave during the relevant period.

Subject to subclause 31.12 hereof each employee shall, where applicable, have the amount of wages to be received for annual leave calculated by including the following where applicable:

- 31.12 The rate applicable to him or her as prescribed by clauses 5, Rates of Pay, 15, Junior Labour; and

- (a) Subject to subclauses (a) and (b) the rate prescribed for work in ordinary time by clause 19, Shift Work, according to the employee's roster or projected roster including Saturday and Sunday shifts;
- (b) The rate payable pursuant to clause 25, Mixed Functions, calculated on a daily basis which the employee would have received for ordinary time during the relevant period whether on a shift roster or otherwise;
- (c) Any other rate to which the employee is entitled in accordance with his or her contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment which is of a similar nature to or is paid for the same reasons as or is paid in lieu of those payments prescribed by clause 6, Special Rates, clause 21, Overtime, and clause 7, Travelling and Camping Allowances, nor any payment which might have become payable to the employee as reimbursement for expenses incurred.

During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by subclause 31.11 of this clause, subject to the provisions of paragraph 31.2, of this subclause. The loading shall be as follows:

- (a) Day Workers - An employee who would have worked on day work only had he or she not been on leave - a loading of 17.5 per cent.
- (b) Shift Workers - An employee who would have worked on shift work had he or she not been on leave - a loading of 17.5 per cent: Provided that where the employee would have received shift loading prescribed by clause 19, Shift Work, of this award, had he or she not been on leave during the relevant period and such loadings would have entitled him or her to a greater amount than the loading of 17.5 per cent, then the shift loadings shall be included in the rate of wage prescribed by subclause 31.11 in lieu of the 17.5 per cent loading: Provided further that if the shift loading would have entitled him or her to a lesser amount than the loading of 17.5 per cent shall be added to the rate of wage prescribed by subclause 31.11 in lieu of the shift loading.

- 31.13 An employee on weekly hiring who -

- (a) After one week's continuous service in his or her first qualifying twelve monthly period with an employer, lawfully leaves the employment of the employer or his or her employment is terminated by the employer through no fault of the employee; or
- (b) Proportionate Leave on Termination - After 12 months' continuous service with an employer, leaves the employment of the employer or his or her employment is terminated by the employer for any reason; shall be paid 2.923 hours for each 38 ordinary hours worked and in respect of which leave had not been granted under this clause at the appropriate rate of wage calculated in accordance with subclause 31.11 of this clause and calculated in accordance with subclause 31.11 of clause 7, Payment of Wages.

31.14 Annual Close Down - Where an employer closes down his or her plant, or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply:

- (a) He or she may by giving not less than 4 weeks' notice of his or her intention so to do, stand off for the duration of the close down all employees in the plant, or section or sections concerned and allow to those who are not then qualified for a full entitlement to annual leave for twelve months' continuous service, pursuant to subclause 31.2 of this clause, paid leave on a proportionate basis at the appropriate rate of wage as prescribed in subclause 31.11 and 31.12 of this clause for 2.923 hours for each 38 ordinary hours worked. The hourly rate shall be calculated in accordance with subclause 31.11 of clause 7, Payment of Wages.
- (b) An employee who has then qualified for a full entitlement to annual leave for twelve months' continuous service pursuant to subclause 31.2 of this clause, and has also completed a further week or more of continuous service shall be allowed his or her leave, and shall subject to subclause 31.7 of this clause, also be paid at the appropriate rate of wage as prescribed by subclause 31.11 and 31.12 of this clause 2.923 hours for each 38 ordinary hours worked since the close of his or her last twelve monthly qualifying period. The hourly rate shall be calculated in accordance with subclause 31.11 of clause 7, Payment of Wages.
- (c) The next twelve monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned is re- opened for work: Provided that all time during which an employee is stood off without pay for the purposes of this subclause shall be deemed to be time of service in the next twelve monthly qualifying period.
- (d) If in the first year of his or her service with an employer an employee is allowed proportionate annual leave under paragraph (a) of this subclause, and subsequently within such year lawfully leaves his or her employment or his or her employment is terminated by the employer through no fault of the employee, he or she shall be entitled to the benefit of subclause 31.13 of this clause subject to adjustment for any proportionate leave which he or she may have been allowed as aforesaid.
- (e) An employer may close down his or her plant for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. If the employer closes down his or her plant in two separate periods one of those periods shall be for a period of at least 21 consecutive days, including non-working days.

Provided, that where the majority of employees concerned agree, an employer may close down the plant, work section/s in one, two or three separate periods for the purpose of granting annual leave in accordance with this subclause.

Provided further, that if an employer closes down his or her plant on more than one occasion, one of those periods shall be for a period of at least fourteen consecutive days including non-working days. In such cases, the employer shall advise the employees concerned of the proposed dates of each close-down before asking them for their agreement.

29.14 Nothing in this clause shall affect the operations of subclause 19.7 and any annual leave required to be given under that subclause shall be given in addition to the annual leave prescribed by this clause.

32. LONG SERVICE LEAVE

See *Long Service Leave Act 1955*.

33. DISPUTES SETTLEMENT PROCEDURE

33.1 Where an employee or the workplace delegate has submitted a request concerning any matter directly connected with employment to a foreperson or a more senior representative of management and that request has been refused, the employee may, if they so desire, ask the workplace delegate to submit the

matter to management and the matter shall then be submitted by the workplace delegate to the appropriate executive of the employer concerned.

- 33.2 If not settled at this stage, the matter shall be formally submitted by the State Secretary of the union to the employer.
- 33.3 If not settled at this stage, the matter shall then be discussed between such representatives of the union, as the union may desire and the employer, who may be accompanied by or represented by such officers or representatives of an association of employers as the employer may desire, including, where agreed, processing the dispute through locally organised boards or committees set up by the parties for this purpose.
- 33.4 If the matter is still not settled, it shall be submitted to the Industrial Relations Commission of New South Wales.
- 33.5 Where the above procedures are being followed, work shall continue normally. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this subclause.
- 33.6 Notwithstanding anything contained in the previous five (5) paragraphs, the respondents shall be free to exercise their rights if the dispute is not finalised within seven (7) days of notification.
- 33.7 This clause shall not apply to any dispute as to a bona fide safety issue.

34. RIGHT OF ENTRY

NOTE - See section 298 of *the Industrial Relations Act 1996*.

35. UNION DELEGATE

A union delegate appointed by the employees in each workshop or place of work shall be allowed the necessary time during working hours to interview the employer or their representative on matters affecting employees whom the employee represents: Provided that this clause shall not apply in any case in which at the one place an employer employs five or less employees to whom this award applies.

36. MISCELLANEOUS

36.1 Boiling Water

Employers shall provide boiling water for employees at meal times.

36.2 Crib Facilities

Each employer shall make suitable provision to enable their employee's to keep and eat their cribs free from dust unless the employee proves to the satisfaction of the Industrial Commission of New South Wales that it is impracticable to do so.

36.3 Damage to Clothing

Compensation to the extent of the damage sustained shall be made where in the course of the work clothing is damaged or destroyed by fire or molten metal or through the use of corrosive substances.

36.4 Drinking Water

Employers shall provide for use of employees in workshops a sufficient supply of wholesome cool drinking water.

36.5 First-Aid Outfit

In each workshop and at other places where employees are regularly employed, the employer shall provide and continuously maintain at a place or places reasonably accessible to all employees an first-aid outfit in accordance with the Occupational Health and Safety Regulation 2001.

36.6 Protective Clothing

Where an employee is required to work in a place where in the absence of protective clothing or boots their clothing or boots would become wet such employee shall be provided with waterproof clothing and boots unless the special rate prescribed by subclause 6.3 is being paid.

36.7 Protective Glasses

Any crane driver who during the course of their work passes over oxy-welding or electric welding shall on application to the employer be supplied by the employer with suitable glasses for the protection of the eyes, which glasses shall at all times remain the property of the employer.

36.8 Radiators

Each crane cabin shall, unless otherwise heated, be equipped with a radiator which the employer shall install and maintain in good order and condition.

36.9 Respirators

Respirators shall be supplied to persons engaged inside the gas or water space of any boiler, flue or economizer in cleaning or scraping work; provided that if an employee does not wear the respirator supplied it may be recalled by the employer.

37. SUPERANNUATION

37.1 Definitions

In this clause

(a) **‘eligible employee’** means

- (i) a weekly employee who has 4 week continuous service in the industry
- (ii) a casual employee who has had 76 hours or four weeks service in the industry, whatever period is the greater.

(b) **‘service in the industry’** means an employee whose employment is covered by the terms of this award.

(c) **‘Ordinary time earnings’** means:

- (i) in the case of a weekly employee, the employee’s classification weekly rate of pay plus, where applicable, allowances, shift allowance or overaward payments for ordinary hours of labour
- (ii) in the case of a casual employee, earnings for the employees classification during ordinary working hours (including 20% casual loading), plus where applicable, allowances, shift allowance or overaward payments for ordinary hours of labour.

(d) **‘Classification rate of pay’** shall mean the relevant amounts prescribed in clause 5 of this award.

(e) **‘Allowances’** shall mean the relevant amounts prescribed in clause 4 where paid regularly for all purposes. Provided that the allowance prescribed in clause 24.3(a) is excluded.

- (f) **‘The fund’** shall means
 - (i) CTRF - the Combined Trade Union retirement fund
 - (ii) ARF - Australian Retirement Fund
 - (iii) another industry superannuation scheme established in accordance with the commonwealth Superannuation Guarantee Legislation which is agreed to by the employees, the employer and the union (if applicable’). The union and an employer may agree to an alternative fund. Provided that where no agreement is reached an employer may make application to the NSW Industrial Relations Commission for approval of an alternative fund.
- (g) **‘Trustee’** means the trustee of the fund as may be appointed from time to time.

37.2 Enrolment

- (a) Each employer shall
 - (i) enter into a formal agreement with the trustee acknowledging itself as being bound by the funds deed
 - (ii) take all reasonable steps so that each of the employer employees becomes a member of the fund.
- (b) Each employee shall join the fund.

37.3 Employer Contributions

- (a) Each employer shall at the time payment is made pursuant to subclause 37.4 pay to the trustee in respect of each eligible employee the amount prescribed by the commonwealth superannuation guarantee legislation.
- (b) When an employee becomes and eligible employee the employer shall pay contributions for the qualifying period.

37.4 Remitting Payments

Each employer shall remit to the Trustee all payments due in respect of their employees immediately at the conclusion of each calendar month or at other such times and in such a manner as may be agreed in writing between the Trustee and the employer.

37.5 Statement of Service

For the purposes of ensuring that an employee may prove their service in the industry so as to become an eligible employee, each employer shall, if requested by an employee, provide to the employee a written statement setting out the dates of employment with the employer.

37.6 Unpaid Contributions

Where an employer has failed to enter into a formal deed with a fund the employer shall make application and enter into a formal deed with the fund. Upon entering into a deed with the trustee the employer shall make equivalent contributions to those which would have been payable under subclause 25.3. After which time the employer shall continue to make contributions in accordance with this clause.

37.7 Employee Contributions

Subject to the rules of the fund, employees of a respondent employer who wish to make contributions to

the fund additional to those being made by the employer shall be entitled to do so. Such an employee may either forward their own contributions directly to the Trustee or, where it is practicable to do so, authorise the employer to pay into the fund from the employee's wage an amount specified by the employee.

38. REDUNDANCY AND TECHNOLOGICAL CHANGE

38.1 Application

- (a) This clause shall apply in respect of full-time and part-time persons employed in the classifications specified in clause 3, Rates of Pay.
- (b) In respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of subclause 38.4.
- (c) Notwithstanding anything contained elsewhere in this award, this award shall not apply to employees with less than one year's continuous service and the general obligation on 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.
- (d) Notwithstanding anything contained elsewhere in this award, this award shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks, or where employment is terminated due to the ordinary and customary turnover of labour.

38.2 Introduction Of Change

- (a) Employer's Duty To Notify
 - (i) 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.
 - (ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's 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; provided that where the award specified in clause 5, Avoidance of Industrial Disputes, makes provision for alteration of any of the matters referred to, an alteration shall be deemed not to have significant effect.
- (b) Employer's Duty To Discuss Change
 - (i) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause 38.2(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
 - (ii) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause 38.2 (a) of this clause.
 - (iii) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong, all relevant information about the changes, including the nature of the changes proposed, the expected effect of the changes on employees and any other matters likely to affect employees; provided that any employer

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

38.3 Redundancy

(a) Discussions Before Terminations

- (i) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to subparagraph 38.2 (a) (i), 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.
- (ii) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph 38.3(a) 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 terminations on the employees concerned.
- (iii) For the purposes of the discussions 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.

38.4 Termination Of Employment

- (a) Notice for Changes in Production, Program, Organisation or Structure - This paragraph 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 subparagraph 38.2(a)(i).

- (i) 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

- (ii) 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.
- (iii) 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.

(b) 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 subparagraph 38.2 (a)(i):

- (i) In order to terminate the employment of an employee, the employer shall give to the employee three months notice of termination.
- (ii) 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.

- (iii) 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.

(c) Time Off During the Notice Period

- (i) 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 purpose of seeking other employment.
- (ii) If the employee has been allowed 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.

(d) Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause as those to which the employee would be entitled 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.

(e) 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.

(f) Notice to Employment National

Where a decision has been made to terminate employees, the employer shall notify the Commonwealth Employment Service thereof as soon as possible, giving the 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.

(g) 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 the Department of Social Security.

(h) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph 38.2 (a) of this clause, 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 rates of pay and the new ordinary-time rates for the number of weeks of notice still owing.

38.5 Severance Pay

- (a) Where an employee is to be terminated pursuant to subclause 38.4, 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:

- (i) 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

Where an employee is 45 years of age 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

"Week's 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, overaward payments, shift penalties and allowances paid in accordance with clause 3, Rates of Pay.

- (ii) 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 paragraph (i) of this subclause.
- (ii) 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 the said paragraph (i) will have on the employer.
- (b) Alternative Employment - Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (i), if the employer obtains acceptable alternative employment for an employee.

38.6 Savings Clause

Nothing in this clause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

39. EXEMPTIONS

- 39.1 Employers who, at the instance of the Federated Engine Drivers and Firemen's Association of Australasia (Coast District), are, or who may subsequently come under an award or agreement under the jurisdiction of the Commonwealth Conciliation and Arbitration Commission, are exempted from this award in respect to employees who are members of the said union while subject to such an award or agreement.
- 39.2 The Public Works Department, Commissioner for Main Roads, Water Conservation and Irrigation Commission, Metropolitan Meat Industry Board, the City of Newcastle Gas and Coke Co. Pty Ltd, Newcastle Chemical Company, Stewarts and Lloyds (Aust.) Proprietary Ltd, Lysaghts Works Proprietary Ltd at Port Kembla, are exempted from the provisions of this award.

- 39.3 For the purposes of the Australasian Conference Association Limited at Cooranbong the words "Friday" (other than in the expression "Good Friday"), "Saturday" (other than in the expression "Easter Saturday"), "Sunday" and "Monday" (other than in the expression "Easter Monday"), wherever appearing in this award, are to be read, respectively, as "Thursday", "Friday", "Saturday" and "Sunday".
- 39.4 The hours worked by shift employees of the Association at Cooranbong from 10 p.m. to 12 midnight on Saturdays and/or holidays shall not be considered as worked on Saturdays and/or holidays so as to entitle the employees to Saturday or holiday rates. Where, however, a shift commences at 10 p.m. on the day immediately preceding a holiday and extends into the holiday the employees shall be entitled to holiday rates for the whole shift.
- 39.5 Shell Refining (Australia) Pty Limited is exempted from this award with regard to employees at the Clyde Refinery, Granville.
- 39.6 This award shall not apply to the following employers:
- Murray Publishers Pty Ltd
Kosciusko Thredbo Pty Ltd
Mt Blue Cow Ski Bowl Pty Ltd
Guthega Development Pty Ltd
Mt Selwyn Snowfield Pty Ltd
Charlotte's Pass Village Pty Ltd
- who are covered by the Ski Industry (State) Award.
- 39.7 Exclusion - Unilever Australia Limited (Unifoods Division) - Employees of Unilever Australia Limited, Unifoods Division, Concord, employed on the Concord site shall be excluded from the terms and conditions of this award so long as they are employees under the terms and conditions of the Industrial Agreement registered pursuant to section 11 of the Industrial Arbitration Act 1940, or any agreement replacing it.

40. AREA, INCIDENCE AND DURATION

- 40.1 This award has been reviewed pursuant to section 19 of the *Industrial Relations Act* 1996. Variations to this award made pursuant to that review shall come into effect from 23 May 2001.
- 40.2 The variation to this award made pursuant to the section 19 review rescinds and replaces the Engine Drivers, &c., General Superannuation (State) Award published 3 October 1990 (260 I.G. 259), and all variations thereof, and the Engine Drivers, &c., General (State) 1996 Wages Adjustment and Redundancy Award published 9 August 1996 (294 I.G. 238), and all variations thereof.
- 40.3 This award rescinds and replaces the Engine Drivers, &c., General (State) Award published 15 January 1960 and reprinted 29 October 1980 and further reprinted 11 January 1984 and 10 January 1992 (267 I.G. 51), and all variations thereof.
- 40.4 This Award shall apply to all employees of the classifications set out in Clause 3 of this Award in the State of NSW excluding the Municipality of Broken Hill. It shall not apply to:
- (a) The driving of any internal combustion engine of 22 or less kW brake power on any engine or electric motor or any pump, air compressor, pneumatic or small hoist on which no engine driver or fireman or greaser is employed as such, but the starting and stopping of and attention to which is done by an employee, the greater part of whose time is taken up with other work; or
 - (b) the operation of pneumatic and small hoists and two motion electric man-power cranes; or
 - (c) the driving of footpath rollers of 1 525 kg and under; or
 - (d) plant operators on construction work covered by the Plant, &c., Operators on Construction

(State) Award.

40.5 This Award shall not apply to employees of

State Rail Authority of New South Wales;
 The Commissioner for Motor Transport;
 The Metropolitan Water, Sewerage and Drainage Board;
 The Hunter District Water Board;
 The Electrolytic Refining and Smelting Company of Australia
 Proprietary Limited, the Metal Manufactures Limited, and the
 Australian Fertilizers Limited, at Port Kembla;
 Australian Wire Industries Pty Ltd at its Sydney Wiremill;
 Blue Circle Southern Cement Limited;
 The Council of the City of Sydney, Shires, Municipal Councils and County Councils;
 The Sydney County Council;
 The Broken Hill Proprietary Company Limited at Newcastle;
 Australian Iron and Steel Proprietary Limited within the jurisdiction
 of the Iron and Steel Works Employees (Australian Iron & Steel
 Proprietary Limited) Conciliation Committee;
 South Maitland Railways Pty Limited;
 Australian Wire Industries Pty Ltd at its Newcastle Wiremill;
 Commissioner for Main Roads engaged in the maintenance of the Sydney Harbour Bridge;
 Electric Light and Power Supply Corporation Limited;
 Parramatta-Granville Electric Supply Company Limited;
 The Council of the City of Newcastle;
 The Electricity Commission of New South Wales;
 The Australian Gas Light Company;
 The North Shore Gas Company Limited;

And excepting also those employed -

In or about coal and shale mines and metalliferous mines;
 In the Dredge Services of the Maritime Services Board of New South
 Wales, and of the Department of Works and Local Government;
 In Wheaten Flour Mills;

And excepting employees within the jurisdiction of the following
 Industrial Committees -

Glass Makers (State);
 Carters, &c., (State);
 Cement Workers, &c., (State);
 Quarries, Gravel and Sand Pits (State);
 Storemen and Packers, General (State);
 Storemen and Packers, Wholesale Paint, Varnish, Oil and Colour Stores (State);
 Storemen and Packers, Wholesale Oil and Petroleum Products (State);
 Storemen and Packers, Bond and Free Stores (State);
 Storemen and Packers, Wharf Stores (State);
 Coal Lumpers, &c., (State);
 Special Steels and Steel Products Manufacture (Commonwealth Steel Company Limited);
 Tubemakers of Australia Limited, Newcastle;
 Labourers, Railway and Road Construction, &c., (State);
 John Lysaght (Australia) Pty Ltd, Port Kembla;
 John Lysaght (Australia) Pty Ltd, Newcastle;
 Australian Wire Industries Pty Ltd - Newcastle Ropery;
 Commonwealth Steel Company Limited, Unanderra;
 Tubemakers of Australia Limited, Yennora;
 Smelting and Fertilizer Manufacturing (Sulphide Corporation Pty
 Limited and Greenleaf Fertilizers Limited);

Sugar Manufacturers (State);
 Maritime Services Board (Cargo Handling Operations);
 Breweries, &c., (State);
 Milk Treatment, &c., and Distribution (State);
 Shoalhaven Scheme;
 Googong Dam Project

PART B

MONETARY RATES

Table 1 — Rates of Pay

Wage Group	Rate per Week Eff. 25/8/00 \$	State Wage Case 2000 Adjustment \$	Rate per week Effective 25/8/2001 \$
Level 13 -			
A	384.50	15.90	400.40
B	388.60	15.00	403.60
Level 12 -			
D	393.10	15.00	408.10
C	400.00	15.00	415.00
B	403.20	15.00	418.20
A	406.20	15.00	421.20
Level 11 -			
C	411.00	15.00	426.00
B	417.60	15.00	432.60
A	421.00	15.00	436.00
A(ii)	429.70	15.00	444.70
Level 10 -			
C	436.60	15.00	451.60
B	439.90	15.00	454.90
A	451.00	15.00	466.00
Level 9 -			
C	456.60	15.00	471.60
B	464.80	15.00	479.80
A	468.90	15.00	483.90
Level 8	479.40	15.00	494.40
Level 7	488.20	15.00	503.20

Table 2 — Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 1999 Eff 25/11/99	SWC 2000 Eff 25/8/2001
1	5.1(d)	Mobile cranes - 2 or more forklifts/cranes Engaged on any lift	1.79 p/d	1.85 p/d
2	6.1	Boiler cleaner allowance	0.98 p/h	1.01 p/h
3	5.2	Special work	0.11 p/h	0.12 p/h
4	5.3(a)	Attending to refrigerator compressors	19.67 p/w	20.28 p/w

		Attending to electric generator or dynamo exceeding 10 kW capacity	19.67 p/w	20.28 p/w
		In charge of plant	19.67 p/w	20.28 p/w
5	5.3(b)	Attending switchboard (350 kW or over)	6.09 p/w	6.28 p/w
6	5.3(c)	Ship repairing	7.68 p/w	7.68 p/w
7.	6.2	Cold Places	0.38/h	0.42 p/h
8.	6.3	Wet Places Allowance	0.38/h	0.42 p/h
9.	6.5	Construction Allowance	23.00 p/w	23.70 p/w
10.	6.6	Quarries Pty Ltd Allowance	0.38/h	0.42 p/h
11.	6.4	Dirty Work Allowance	0.38/h	0.42 p/h
12.	15.2	Stop-Start Engine Allowance	18.70 p/w	24.30 p/w
13.	23.3(a)	Overtime Meal Allowance	7.70 per occasion	8.30 per occasion

T. M. KAVANAGH *J.*

Printed by the authority of the Industrial Registrar.

(1589)

SERIAL C0485

MAINTECK SERVICES AUSTRALIA PTY LTD ENTERPRISE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Industry Group, industrial organisation of employers.

(No. IRC 3246 of 2001)

Before Mr Deputy President Grayson

7 June 2001

AWARD**1. TITLE**

This Award shall be known as the Mainteck Services Australia Pty Ltd Enterprise Award.

2. ARRANGEMENT

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Application and Parties Bound
4.	Term of Award
5.	Objectives of Award
6.	Intent
7.	Performance Initiatives
8.	Contract of Employment
9.	Wages and Allowances
10.	Annualised Hours Intent
11.	Working Arrangements
12.	Meal Breaks
13.	Paid Time Off
14.	Long Service Leave
15.	Personal/Carer's Leave
16.	Parental Leave
17.	Jury Service
18.	Continuity Agreement
19.	Confidentiality
20.	Mainteck Services Alcohol and Other Drugs Policy
21.	Medical Examinations
22.	Union Membership and Elected Delegates
23.	Trade Union Training
24.	Clothing and Personal Protective Equipment
25.	Superannuation
26.	Income Protection Insurance
27.	Notice Boards
28.	Alternative Arrangements
29.	Employment Security
30.	Right of Entry
31.	Employee Entitlement
32.	Abandonment of Employment
33.	Service Fee
34.	Blood Donors
35.	Anti Discrimination and Harassment
36.	Duress
37.	Not Detrimental
38.	Transmission of Business
39.	Signatories To The Award

Appendix 1 - Construction and Project Work

3. APPLICATION AND PARTIES BOUND

This Award shall apply in respect to the operations of Mainteck in (NSW), and to all employees employed in classifications set out in Clause 9 of this Award, and performing work in the maintenance and engineering

industry. The parties have had regard in drafting this Award to the requirements of s19 of the Act and have taken all required steps to ensure the Award complies with the requirements of s19 of the Act relating to Review of Awards.

The Parties listed below are sole respondents to this Award:

Mainteck Services Australia Pty Ltd;
The Electrical Trades Union (ETU);
The Australian Manufacturing Workers Union (AMWU);
Australian Workers Union Port Kembla Branch (AWU); and
Employees of Mainteck Services Australia Pty Ltd who are members or entitled to be members of the organisations detailed above and are engaged in classifications specified at Clause 9 of this Award.

4. TERM OF AWARD

- 4.1 This Award will come into operation from 31 March 2001 and remain in force until 31 March 2003 and shall wholly displace all other Agreements and awards that would otherwise apply.
- 4.2 The Parties agree to commence negotiations for three (3) months prior to the expiry of the Award.
- 4.3 The base rate of pay is prescribed in Clause 9, and as a result of this Award will remain and form the new base rates from 31 March 2001 and shall remain in force until 31 March 2003.
- 4.4 The Parties to this Award shall not pursue any extra claims as per the period nominated in Clause 4.3.

5. OBJECTIVES OF AWARD

The Parties to this Award have jointly developed and are committed to the following objectives to fulfil its obligations in providing a 365 days per year, 24 hours per day service delivery to its customer's which, collectively express the purpose and intent of this Award:

- to have a system of self direction in the workplace;
- to maintain a work environment based on high employee morale;
- to provide employees the opportunity to develop and realise their full potential and remuneration within the needs of the company;
- provide a total maintenance solution;
- to provide employees with fair and equitable wages and conditions of employment and which allows the Company to maintain a competitive position within the industry and the labour market;
- to work together as one team with aligned objectives;
- to work on a whole of business approach;
- to strive for quality, continuous improvement and innovation through effective business management, engineering excellence and team integration;
- establishment of levels of responsibility and accountability for the Company and its employees;
- enhance the future of the Company and the employee's employment security;
- develop relationships between the Company and its employees based on respect, honesty, trust and focusing on the overall benefits of the business;
- eliminate non value adding processes, systems and work practices, including the elimination of artificial overtime;
- continue to improve on the current safe work practices;
- develop a workplace based on positive environmental practices; and
- the Parties agree to contribute to a productive working environment allowing for regular and enhanced quality home life when away from site.

6. INTENT

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

7. PERFORMANCE INITIATIVES

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

7.1 Code of Ethics

Mainteck Services is committed to strengthening and growing its business through its people. We will strive to achieve a work environment built on integrity, respect and trust.

At Mainteck, we will strive towards:

- maintaining values based on excellence, value to customers (internal and external), respect, integrity and success;
- developing a safe work environment without compromising safety for productivity or profit;
- being ethical, honest and truthful in our dealings and communications;
- eliminating all forms of discrimination and harassment;
- avoiding business dealings that conflict with the interests of the business;
- respecting employee, customer and client confidentiality; and
- working for the good of our organisation, the client, the environment, customers and the community.

The Mainteck Code of Ethics is the minimum standard of behaviour expected of our people. The basis for our survival depends on how people behave and interact with one another. This includes our customers, the public and the community.

7.2 Team Framework

The Parties have agreed to support a team structure to overview the self-direction process and to encourage employees at all levels to have input, and an influence upon, the decision-making processes. Employee involvement and interaction will involve planning at different levels and will include employee membership of Mainteck organisational teams. These teams will reflect the Mainteck organisational structure and may include but may not be limited to:-

7.2.1 Business Team

This team consists of senior management, union representatives, and client representative and elected employee representatives from the workforce. The Business Team meets monthly operating under an agreed terms of reference. The key purpose of the Business Team is to determine the strategic and business direction of the Company, monitor progress, costs and oversees Change and Improvement initiatives.

The Business Team will oversee the implementation of Workplace Indicators. Appropriate training will be provided to employees in this area. These indicators will not be used to measure individual performance.

7.2.2 Safety Team

The Safety Team consists of senior management and elected employee representatives. The Safety Team meets monthly with its main aim being to monitor and oversee the performance of safety.

7.2.3 Planning Team

The Planning Team consists of the Operation's Manager, Coordinators and Team Leaders. The Team meets fortnightly discussing planning and co-ordination issues that includes plant, equipment, materials and labour. This team is responsible for the integration and the maximum

utilisation (flexibility) of labour on the site, including the elimination of duplication and best use of resources.

7.2.4 KPI Team

The KPI Team meets monthly overseeing the monitoring of workplace performance indicators. The objective is to provide employees ownership through data collection and identifying non-value adding activities. The Administration Manager co-ordinates and provides support to this Team.

7.2.5 Toolbox Team Meetings

Work teams meet on a regular basis (usually every 2 weeks and no longer than 1 month) having either direct input into the business or through their employee representatives. The Team Leader/Coordinator co-ordinate resources and provide support to the Work Teams. This team provides regular feedback in the form of minutes and reports to the Business Team.

7.3 Self Direction

The Parties support and promote the principle of Self Direction in the workplace.

Self Direction is where employees work together to improve their operations, handle day to day issues, and plan and control their work, managing many of the tasks and activities supervision or management used to do. Employees are also responsible and accountable for performance of work.

The Parties believe the following benefits will be achieved through Self Direction:

- improved workflow, and overall performance;
- development of the full potential of employees in the area of tasks and skills;
- provision of greater flexibility adaptability;
- less supervision and unnecessary overheads;
- employee retention rate improves;
- introduction of more accountability;
- catalyst for the introduction and acceptance of cultural change;
- improvement in service delivery (both quality and cost); and
- downtime reduction through employee monitoring of workplace indicators.

7.4 Continuous Improvement and Innovation

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

7.5 Occupational Health and Safety

The need to create and maintain a safe working environment is a priority initiative for the Parties to this Award. The Parties will focus on developing an Operations Safety Plan that includes, but is not limited to the following:

- Risk Assessments
- Job Safety Analysis (JSA)
- Toolbox safety meetings
- Hazardous Substances
- Personal Protective Equipment
- Communication and Organisational Learning
- Routine Inspection
- Routine Inspection and Evaluation
- Safety Audits
- Fitness for Work, Drugs and Alcohol

Incident Response
Injury Management and rehabilitation

It is a condition of employment that employees comply with the obligations and responsibilities contained within the Operations Safety Plan.

7.6 Environment

The Parties to this Award will work together to minimise any harmful effect on the environment.

7.7 Learning and Development

The Parties agree training, learning and personal development are integral to the ongoing technical and commercial relevance of the Company in the industries within which it competes.

The responsibility for training and development, including the management of training budgets is vested in the Business Team. A learning plan will be developed which addresses, but is not limited to, the following aspects:

- Company culture and philosophy
- Budgets
- Skills audits
- Needs analysis
- Application and approval process
- Accreditation requirements consistent with National Competency Standards
- Induction training
- Skills based training
- Statutory compliance training
- Safety training
- Quality related training
- Communication and leadership training

Assistance may be given to employees who seek to further their education and development through learning programmes at TAFE or University. Where courses add value to the business and interest is shown by an employee/s then due process is for an application to be submitted to the Business Team for consideration, assessment and evaluation.

Where the Company instructs an employee to undertake training as determined by the Company, associated costs including, fees, text books, wages and travel will be paid by the Company. Employees undertaking training off their own back without Company approval, will not be eligible for reimbursement for any associated training costs.

7.8 Apprenticeships

The Company supports the philosophy of apprenticeships. This is seen as an investment for the future. It benefits the apprentice, the community and the business. It is the intent of the Parties to pursue the introduction of Apprenticeships for Mainteck Services. The Business Team will oversee the introduction of Apprenticeships.

7.9 Whole of Job Approach (Integration)

The Parties support the principle of a whole of job approach, consistent with their skills and training and providing it is safe, legal, logical and payment will reflect the classification structure. In other words, employees will be involved in job planning, work organisation and scheduling at the appropriate levels. Employees will be encouraged to work in as many areas of the business as the need arises. The development of our people is critical to the ongoing viability of the business. A flexible and adaptive workforce will only add to the Company's capability in terms of competition, business growth and survival.

A workforce where people are capable of working in all areas of the business will assist in:

Rostering
Stand-by
Labour resourcing
Customer service (responsiveness)
Meeting Business Targets

7.10 Issue Resolution Process

The Parties to this Award are committed to harmonious employee relations based on mutual trust, open communication and proactive consultation processes. Best endeavours will be used to resolve issues such as problems, questions, disputes, difficulties or concerns at all times and at the lowest possible level in the Company.

Any issue requiring resolution shall be dealt with in the following manner:

- (i) Where an employee(s) has an issue, which has not been resolved in the normal course of business, they shall raise it with their Team Leader and both shall use their best endeavours to resolve it as quickly as possible.
- (ii) Where an issue is directly relevant to a work area, it shall be discussed and every endeavour made to resolve it within the appropriate team.
- (iii) Should the issue not be resolved as above within a sensible, mutually agreed timeframe, it shall be referred to and discussed with the Area Manager.
- (iv) If not resolved, any of the Parties may raise the issue with the Maintenance Manager for resolution.
- (v) If still unresolved, the matter may be referred to the relevant union, which will discuss the matter with the Company.
- (vi) Before the issue proceeds to the Industrial Relations Commission, the Company will ensure that it's CEO and the union will ensure that it's local union official have been involved in the process.
- (vii) If still not resolved, the matter may be referred to the Industrial Relations Commission for conciliation and/or arbitration in accordance with due process.

At levels (i) to (v) inclusive of the above, the employee(s) may choose to have an accredited union representative or another employee in attendance.

While the above process is being pursued, work shall continue as normal (without bans or limitations).

The Parties to this Agreement may raise an issue to a higher level in the process at any time.

Levels (i) to (v) shall be completed within 7 (seven) working days.

7.11 Employee Performance Feedback

The Parties will introduce a system of evaluating the work progress and development of each employee so that the Company's and employee's goals are achieved, and both will benefit by participating in a system that provides regular and written recognition and feedback. The evaluation system carried out on a 12 (twelve) monthly basis, will address issues related to work performance, which include:

Safety and health performance;

Safe working practices;
Identification with Company goals;
Positive work approach;
Quality of work;
Productivity;
Co-operation with others;
Teamwork;
Areas for improvement;
Personal development; and
Attendance and timekeeping;

A record of each evaluation will be maintained by the Company in the employee's individual personnel file. This information will be available to employees at their request.

7.12 Leadership Responsibility

The Parties consider leadership crucial to the objectives of this Award, especially in the area of cultural change, competition and survival. Employees with leadership responsibilities, such as Team Leaders will strive to:

Establish and maintain a safe and healthy working environment;
Deal with each team member with fairness, equity and respect;
Encourage and promote the development of employee skills;
Recognise and acknowledge good performance;
Address issues raised by employees in a timely manner and provide regular feedback;
Identify opportunities for improved performance;
Act in a manner consistent with the code of ethics;
Engage in meaningful communication processes; and
Act in the best interests of the team.

7.13 Overtime Equity

Overtime will be worked from time to time to suit the needs of the business. An introduction of better work arrangements and work practices through better planning, scheduling and support will be initiated to ensure overtime is shared across all employees. The allocation of overtime will be subject to criteria such as skills, competence, availability, preparedness, willingness etc. A visible roster will be maintained by the Company.

7.14 Equal Employment Opportunity

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

8. CONTRACT OF EMPLOYMENT

The Parties to this Award are committed to the philosophy of full time employment, but also recognise that to be competitive alternative work arrangements will be required. Casual, part time and fixed term employees will be balanced with the needs of the Business. Situations such as shut downs, short term work, specialised work, emergency work or where employees are away on leave, alternative employment arrangements will be introduced.

8.1 Nature of Employment

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

By arrangement, employees shall work the ordinary working hours according to the work roster as the business needs may require from time to time as identified in Clause 11 of this Award.

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

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

Employees must comply with safety requirements of the Company.

8.2 Types of Employment

Full Time Employment -

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

Fixed Term Employment -

An employee may be engaged for a stated period of time and offered a fixed term contract under this Agreement, the details of which are specified in a letter of offer of employment. On such occasions the Business Team and union will be advised.

Fixed Term Employees shall be paid as per the conditions of this award, and will be used in circumstances where peaks in workload appear for short periods, such as shut downs. Minimum Period for fixed term employment will be for a minimum of eight (8) weeks.

Part Time Employment -

By mutual agreement between the Parties an employee who is employed on a Part Time basis shall be offered a regular roster of not less than 12 hours in any one week period and not more than 37.5 hours in a one week period as agreed and confirmed in writing at the time of engagement, or as varied by consent thereafter. A part time employee shall be entitled to all leave benefits contained in this Award on a pro-rata basis. The hourly rate for a part time employee shall be calculated by reference to the applicable hourly rate contained in Clause 9 of this Award.

Casual Employment -

A casual employee is one engaged for a minimum period of 1 day and paid as such with a minimum of 4 hours per day in circumstances where the job is cancelled beyond the company's control. The engagement of a casual may be terminated at any time upon 1 hours notice or by payment in lieu. Employees engaged as casuals for a continuous period of six (6) weeks will be entitled to full time employment and shall be advised in writing of such by the Company.

Casual employees working ordinary time shall be paid 1/38th of the weekly wage, prescribed in Clause 9 of the Award, for each hour worked. A casual employee shall not be entitled to any leave, notice or severance benefits contained in this Agreement but shall receive in lieu a premium of 25% of the ordinary rate of pay.

A casual employee shall not be employed for more than six weeks continuously.

Unless there is an agreement between the parties casual employees will only be employed when unplanned, unexpected changes in the workload or planned peak requirements require a short term increase in the number of employees.

Apprentices —

Contracts of Apprenticeship shall be in accordance with the Apprenticeship Conciliation Committee relevant to the trade concerned.

The relevant apprenticeship authorities shall be the Apprenticeship Conciliation Committees established under the New South Wales *Industrial Relations Act* 1991; and the Apprenticeship Training Committees established under the New South Wales *Apprenticeship Act* 1981.

Where apprentices are employed directly by the Company, then the conditions of this Award shall apply except for remuneration, which is specified as a percentage of the trade rate at 100%. The specific percentages to apply are as follows:

- (1) First Year Apprentice - 42%
- (2) Second Year Apprentice - 55%
- (3) Third Year Apprentice - 75%
- (4) Fourth Year Apprentice - 88%

Where the Company employs a new 'adult employee apprentice' (21 years of age or more), then that employee shall be remunerated at the 85% wage rate of a trades person for the term of the apprenticeship until overtaken by the Apprenticeship rate.

For existing adult employees who through Company approval undertake an adult apprenticeship will be paid at their current classification rate.

8.3 Probation

The continued employment of full time and part time new employees (other than a casual employee) will be subject to the satisfactory completion of twelve (12) weeks on the job probationary period. During that time, probationary employees shall be provided with feedback on a monthly basis as how they are performing. At the conclusion of the probationary period the Company shall either confirm the employee's continued employment or terminate the employment of the employee in consultation with the work team. Provided that during the probationary period the employment of a probationary employee may be terminated by either party on the giving of notice.

8.4 Performance of Duties

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

8.5 Absence without Pay

Any employee not attending for duty shall not be paid for the actual time of such absence unless the absence is in accordance with clause 13 (Paid Time Off) of this Award and has been authorised.

8.6 Termination of Employment

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

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

Note —

Payment in lieu of notice shall be made if the appropriate notice period is not given. The notice of termination required to be given by an employee shall be the same as that required of an employer. By mutual agreement, the parties may enter into an arrangement that suits either party with a minimum notice period of not less than

one (1) week. An employee required to work during their notice period shall have that amount deducted whilst not at work during the notice period as required by the Company.

(Notice period is increased by one (1) week if an employee is over 45 years of age, subject to having and has completed at least two (2) years continuous service.)

8.6.2 Redundancy Provisions

Redundancy means when a position is surplus to the needs of the Business, and where there is no alternative employment for the person/s occupying that position/s. Employees who choose to terminate their employment are not eligible for Redundancy and summary dismissal does not entitle employees to a Redundancy payment. The following provisions shall apply:

Period of Continuous Service	Redundancy Pay	
	If Employee is Under 45 Years of Age	If Employee is 45 Years or More
Less than 1 year	Nil	Nil
At the completion of one (1) year	4 Weeks	5 Weeks
At the completion of two (2) years	7 Weeks	8.75 Weeks
At the completion of three (3) years	10 Weeks	12.5 Weeks
At the completion of four (4) years	12 Weeks	15 Weeks
At the completion of five (5) years	14 Weeks	17.5 Weeks
At the completion of six (6) years or more	16 Weeks	20 Weeks

8.6.3 Mainteck Services has the right to dismiss an employee without notice for gross misconduct on the employee's part, which justifies summary dismissal.

8.6.4 In the event of summary dismissal, payment will be made up to the time of dismissal only. Such incidents as theft of company property, violence against an employee or employer, vandalism or destruction of company property etc shall warrant summary dismissal.

8.7 Recovery of Monies Owed

It is agreed that in the event of an employee's employment being terminated for any reason, any monies advanced to the employee by Mainteck Services shall be recovered by the Company from any accrued entitlements owing to the employee. This is subject to agreement between the employee and the Company, with written authorisation by the employee for deductions to take place.

8.8 Stand Downs

The Company is entitled to deduct payment for any day or part of a day on which an employee cannot be usefully employed because of industrial action.

This applies where the employee cannot be usefully employed through any cause, which the employer could not reasonably have prevented such as power and fuel shortages.

Employees may access their Paid Time Off accruals as a method of payment during periods of Stand Downs, subject to agreement with the Company.

Flexi Days shall be taken as mutually agreed between the employee and the Area Manager. If a agreement cannot be reached, an employee may be directed to use any accumulated Flexi Day/s to suit the needs of the business, providing 24 hours notice has been given.

Flexi Days may be accrued to a maximum of ten (10) days unless previously agreed between the employee and Area Manager.

8.9 Location and Commencement of Work

Mainteck shall provide on site and off site facilities for its employees. An employee's normal workplace shall either be a workshop, yard or depot facility. These facilities shall be made available to all employees.

Employees shall make themselves available in preparation to commence work at the normal starting time at the on site or off site facilities, and then continue to proceed to commence work on the job.

In circumstances where the Company may require an employee to start on the job precisely at normal start up time, the Company shall provide transport facilities.

Fares and travel under the above arrangements shall not be deemed necessary.

For any day employees are required to commence or cease work at the job site (excluding depot, workshop, yard, etc.) at the normal start and finish time, \$12.60 per day shall be paid (for electricians the relevant State Award shall apply).

8.10 Transport of Employees

It is a condition of employment that all employees ensure they transport themselves to and from work. Employees are responsible for getting to and from work whether by personal or public transport.

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

9. WAGES AND ALLOWANCES

The wage rates and allowances contained in this Award apply to on site maintenance and project work.

The Parties recognise that the nature of the business is different in the on site maintenance and project industry when compared to the Fabrication/Manufacturing industry. Therefore the Parties to this Award are in complete agreement that another set of arrangements covering pay rates and applicable allowances to the Fabrication/Manufacturing industry will be jointly developed by the Parties. This must be achieved in order to maintain a presence in the competitive Fabrication/Manufacturing market place.

The Parties also acknowledge pay relativities in the local Fabrication/Manufacturing industry need to be maintained and addressed to ensure the viability of the Company. The new Fabrication/Manufacturing arrangements shall be attached to the appendix of this Award.

- 9.1 An employee's remuneration shall be as provided for in this Award and notified to prospective employees in the Letter of Offer of Employment and the Acceptance of Appointment form or as varied from time to time.
- 9.2 Wages and allowances contained in this Award shall not be subject to variation for a period of two (2) years.
- 9.3 The following wage rates will be paid (for the performance of a 38 hour week) for the respective classifications from the first pay period commencing on or after the specified date:

9.3.1 CLASSIFICATION STRUCTURE - MAINTENANCE WORKER (MW)

Classification	Current Rates	On Transfer to Mainteck 2%	31 Oct 01 (4%)	31 Oct 02 (2%)
MW 1	\$620.00	\$634.00	\$659.00	\$672.00
MW 2	\$670.00	\$684.00	\$711.00	\$725.00
MW 3	\$705.00	\$720.00	\$749.00	\$764.00
MW 4	\$740.00	\$756.00	\$786.00	\$802.00

MW 5	\$776.00	\$792.00	\$824.00	\$840.00
MW 6	\$825.00	\$842.00	\$876.00	\$894.00

Note: The above rates are inclusive of all allowances, except a \$25.25 per week licence fee for Licensed Electrician, Team Leader Allowance (Clause 9.4), Meal Allowance (Clause 12), Confined Space Allowance (Clause 9.3.3), and a First Aid Allowance as specified in Clause 9.3.2.

9.3.2 FIRST AID ALLOWANCE

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

9.3.3 CONFINED SPACE ALLOWANCE

Employees working in a confined space, being an area or place where the dimensions and/or nature of work necessitates working in a cramped position or without sufficient ventilation, shall be paid 51 cents per hour. Payment shall be subject to agreement an area or place be jointly defined as a confined space by the company and affected employee/s.

9.3.4 ALL OTHER ALLOWANCES

The rates of pay as per the Classification Structure are inclusive of all other allowances except for the Electrical Licence (Clause 9.3.1), First Aid Allowance (Clause 9.3.2) and Team Leader Allowance (Clause 9.4). The rates of pay (Clause 9.3.1) includes but is not limited to the following allowances:

- Supplementary Payment
- Special Allowance
- Industry Allowance
- AIS Allowance
- Tool Allowance

9.3.5 CLASSIFICATION DESCRIPTIONS

Maintenance Worker 1 (MW1) - This band includes Trade Assistants and other Non-Trade employees such as Forklift Drivers and Dogmen.

Maintenance Worker 2 (MW2) - This band includes Non Trades employees such as but not limited to:

- Certified Riggers/Scaffolders
- Crane Drivers

Maintenance Worker 3 (MW3) - This is the entry band for trades employees such as but not limited to:

- Electrician
- Boilermaker
- Fitter
- Welder (All Certificates)
- Machinist
- Building Trades (Corporate, Plumber, Bricklayers, Plasterer, etc.)

Maintenance Worker 4 (MW4) - This band includes trades people capable of working

unsupervised in all areas of the facility. Minimum site experience is two (2) years. A MW4 is capable of leading a group of 0-3 employees. This is a pre-requisite for future upgrades in terms of experience, leadership, skills and company requirements.

Maintenance Worker 5 (MW5) - This band includes trades people capable of leading groups from 4-10 employees. Minimum site experience is three (3) years. This person is competent in all areas of the plant and possesses high leadership qualities including planning, scheduling and organisation of plant, equipment and people.

Maintenance Worker 6 (MW6) - This band includes trades people capable of leading a group/groups of employees (no limit). Minimum site experience is five (5) years. This person is capable of taking on the Team Leader Role as may be required.

9.3.6 ASSESSMENT PROCESS AND PROGRESSION

Progression in terms of reclassification for payment will only occur where there is a business case for an employee to exercise skills at a higher level. Positions when identified by the Company as needed to be filled, shall be advertised. In other words skills acquired and required by the job will be a basic principle used in identifying opportunities for employees to access career pathing. Automatic progression shall not occur based on skills acquisition only.

MAINTENANCE WORKER6 (MW6)
5 years on site experience - pre requisite
Behavioural Assessment - pre requisite



MAINTENANCE WORKER5 (MW5)
3 years on site experience - pre requisite
Behavioural Assessment - pre requisite



MAINTENANCE WORKER 4 (MW4)
2 years on site experience - pre requisite
Behavioural Assessment - pre requisite



MAINTENANCE WORKER 3 (MW3)
Entry level for trades people. Competency Based
Trade Qualification - pre requisite



MAINTENANCE WORKER 2 (MW2)
Non-trades employees must participate in development programs that meet the needs of the business. This includes attaining as many certificates of competence as required by the Company.



Maintenance Worker 1 (MW1)
Trades Assistant employees must participate in all skills training as required by Mainteck.

9.3.7 WORK REORGANISATION AND TEAM APPLICATION

Employees shall participate in workplace change, work reorganisation and skills development. The centrepiece to this Award is the introduction of a team-based environment where employees

support each other through cooperation and interactive communications.

Fundamental to teamwork, are people's attitudes and the way they treat one another. This is a pre-requisite when an employee requests a career upgrade. The Company views an employee's attitude, commitment and effort as critical. Therefore employees demonstrating positive team traits will be at an advantage in areas such as selection and assessment during application for career progression.

Assessments will be facilitated by a Team Leader/Coordinator and Accredited Assessor. The Business Team will oversee the process.

9.3.8 POSITION DESCRIPTIONS

A position description will be developed for the above classifications within the first 3 months of registration of this Award. The position descriptions will form part of the Quality System, but just as important each position description will outline the following:

- Job (work) scope
- Skills (competency requirements)
- Accountabilities
- Safety requirements
- Quality and environmental requirements etc

9.4 A Team Leader rate (flat) shall be paid as follows:

A Team Leader will be jointly selected by employees and the Company. Employees will elect (shortlist) a number of candidates based on performance and behavioural criteria. The Company together with an employee representative of the team will then interview each candidate and evaluate the best person to fill the role. This is not a permanent position. The role of the Team Leader is subject to performance. The Company reserves the right to remove a person as a Team Leader if that person is in the opinion of the Company not performing to the level/standard required.

The following payment is an allowance only paid whilst an employee has been selected as a team Leader.

Elected/Selected Team Leader	\$100.00	Per Week (flat payment)
Relief Team Leader	\$16.00	Per Day (flat payment)

Team Leaders whilst in the role shall have the Team Leader rate recognised on a pro-rata basis when calculating service entitlements for that period only.

9.5 Mixed Functions

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

9.6 Payment of Wages

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

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

- Name of employee
- Classification of the employee and reference number
- Date of payment (including period of payment)
- Classification rate (hourly)
- Hours of work (normal and overtime)

- Allowances
- Deductions (such as union, salary sacrifice)
- Paid Time Off (PTO) balance of hours
- Special Payments (such as Annual Leave Payment)
- Long Service Leave payments

9.7 Payment On Termination

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

10. ANNUALISED HOURS INTENT

The Parties agree to discuss an Annualised Pay System that is beneficial to both the Business and employees. The objective of such an arrangement would be to place Mainteck Services as an Industry Leader in the Engineering Business.

The Parties to this Agreement will plan together a system of paying people for their contribution (a fair day's work for a fair day's pay) at work.

Such issues to be considered will include but not be limited to:

- Impact on the business (peaks and volume of work to justify such a system)
- Volume of work, including ability to plan (forward planning)
- Cost impacts and benefits (eg simplification, rolling in allowances etc)
- Superannuation benefits
- Long Service Leave benefits
- Annual Leave benefits
- Other Leave arrangements
- Personal planning on a consistent wage/salary
- Treatment of allowances (incorporated)

The Company recognises the benefits of jointly developing such a system together with the Union Parties and its employees, especially when relating to ownership and sustainability.

11. WORKING ARRANGEMENTS

11.1 Hours Of Work

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

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

By agreement between the parties, hours may be varied either way by one (1) hour.

11.1.2 Extensive Hours of Work

The Parties recognise that long working days on a regular basis may not be conducive to a safe, healthy and productive work environment. Where hours on any day worked exceed twelve (12) consecutive hours they shall be subject to:

- Working within the Occupational Health and Safety Guidelines of the ACTU Code of Conduct regarding Twelve Hour Shifts
- Proper health monitoring procedures being adopted
- Suitable roster arrangements
- Effective support from management

11.1.3 Daylight Saving

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

11.2 Shift Work

"Shift Work" means shift work scheduled for five (5) consecutive workdays or more, Monday to Friday.

The Company through consultation with work teams can direct employees to work shift work as required, and the employees shall work the shift work as directed. The time of commencing and finishing shifts once having been determined may be varied by agreement between the Company and the majority of employees concerned to suit the business or, in the absence of agreement, by 24 hours notice of alteration given by the Company to the employees.

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

11.2.1 Afternoon Shift

"Afternoon" Shift means any eight (8) hour shift finishing after 6.00 pm and at or before midnight. Employees working on a afternoon shift shall be paid a loading of 50% calculated on the employee's base rate of pay for ordinary hours only.

11.2.2 Night Shift

"Night Shift" means any eight-hour shift finishing subsequent to midnight and or before 8.00 am. Employees working on night shift shall be paid a loading of 50% calculated on the employee's base rate of pay for ordinary hours only.

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

11.2.3 Rostered Shift

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

11.2.4 Shift Rosters

Shift rosters shall specify the commencing and finishing times of ordinary hours of the respective shifts. Where Shifts are broken penalties shall be applied as per overtime entitlements.

11.2.5 Broken Shift

An employee who works on back shift which does not continue for at least five (5) successive shifts, hours shall be paid for each shift 50% for the first two (2) hours and 100% for the remaining hours.

11.3 Rotating Permanent Shift Work

The Parties will discuss, and by mutual agreement shall develop a criteria and set of conditions for the introduction of Rotating Permanent Shift Work.

11.4 Rostered Break Between Shifts

When overtime is worked it shall, where ever reasonably practicable, be so arranged that a employee has at least 10 consecutive hours off duty between the work of successive days.

An employee (other than casual employees) who works so much overtime between the completion of the ordinary hours worked on any day and the commencement of ordinary hours on the next day that the employee has not had at least 10 consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime and not required to recommence work until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time rostered during such absences.

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

11.5 Overtime

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

- Monday to Friday - time and a half for the first two hours and double time thereafter or double time after.
- Saturday - time and a half for the first 2 hours and double time thereafter. Any hours worked after 12 noon on Saturday will be paid at double time.
- Sunday - at double time.
- Public Holidays - at double time and a half

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

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

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

- Saturday work - time and a half
- Sunday work - double time
- Public Holiday work - double time and a half
- Overtime worked other than Sundays or public holidays - time and a half for first two hours and double time thereafter

11.6 Rostered Days Off (RDO)

- (a) The ordinary hours of work shall be rostered to provide employees with one Rostered Day Off per month (four (4) week cycle).
- (b) The RDO's shall be taken as mutually agreed between the employee and the Area Manager to suit the needs of the business. If agreement cannot be reached employees may be directed to use any day/s accumulated RDO, provided 24 hours notice is given to the employee the previous day.
- (c) RDO's may be accrued to a maximum of 10 days unless previously agreed with the Area Manager.
- (d) Where an RDO falls on a Public Holiday the next working day shall be taken as the RDO or may be

taken as mutually agreed between the employee and the Company.

11.7 Call Back

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

- (a) The employee shall be paid for a minimum of four (4) hours at the rate of time and half for the first two (2) hours and double time thereafter (or double time for the full period for continuous shift workers). Weekend call out shall be paid at the relevant overtime rate/s. There are number of conditions which apply to this provision:
 - (i) If the employee is recalled on more than one occasion between the termination of their ordinary work on one day and commencement of their ordinary hours on the next ordinary working day, the employee shall be entitled to the four (4) hours minimum overtime payment. However, in such circumstances it is only the time, which is actually worked during previous call, or calls, which is to be taken into account when determining the rate for subsequent calls.
 - (ii) The employee may not be required to work the full four (4) hours if the job in question is completed within a shorter period.
 - (iii) Overtime worked in this clause is not to be regarded as overtime for the purpose of 11.3, rest periods after overtime, when the actual time worked is less than three (3) hours on the call back or each call back.

11.8 Stand By

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

Where an employee is called in to work without prior notification of having to stand by in readiness to work after ordinary hours, a stand by payment shall not be made. Payment shall be as per Clause 11.7 (Call Back).

12. MEAL BREAKS

- 12.1 A 30 minute unpaid meal break shall be taken at a time convenient to the operations and the business, as near as practicable to the middle of the day or shift, respectively. Employees shall be entitled to a paid ten (10) minute morning break each weekday.
- 12.2 Employees shall be paid at overtime rates for all time worked in excess of five (5) hours without commencing an uninterrupted meal break or crib break.
- 12.3 Employees required to work more than a (ten) 10 hour shift shall be entitled to a 20 minute crib break and to a further crib break in respect of each completed four hours of overtime after the initial 8 hours (exclusive of the crib break), if they are to continue work after such four hours. Employees shall be paid \$8.00 (meal allowance) to purchase each meal. A meal allowance shall be paid after ten (10) hours.
- 12.4 Employees required to work overtime not continuous with ordinary hours shall be entitled to a crib break in respect of each completed four hours of overtime (exclusive of crib break) if they are to continue after such four hours.
- 12.5 Employees who agree not to take a crib break, to which they are entitled but continue to work instead, shall be paid equivalent to the period of crib time in addition to the time worked.
- 12.6 The crib break referred to herein may be taken in relays so as not to have a significant impact on operations and so long as they do not exceed 20 minutes in duration and shall be paid at ordinary time rates.

13. PAID TIME OFF

Paid Time Off (PTO) replaces annual leave, sick leave, public holidays, bereavement leave and family leave. It does not affect long service leave, maternity or paternity leave, approved leave for jury service or the RDO's bank.

This initiative will come into effect on the date of registration of the Award. The balance of the PTO at commencement will be zero hours for all employees.

13.1 Concept

Paid Time Off (PTO) involves the calculation of the appropriate annual entitlement to paid absence based on industry standards, i.e.:

Annual Leave 152 hours

Sick Leave 76 hours

Public Holidays 76 hours (10 Days)

Time worked on a Public Holiday shall be paid at double time and a half. There shall be no accrual of hours towards PTO during time worked on a Public Holiday(s).

13.2 Annual Leave Loading Payment

An Annual Leave Loading Payment, which is equivalent to an "Annual Leave Loading" of 17.5% of 152 hours annual leave, shall be paid annually the last pay period before December 25.

An annual leave loading of 17.5% will be made on a pro-rata basis in circumstances where full accrual of hours has not been achieved, and in circumstances where termination of employment has occurred.

13.3 Calculation

The entitlement is calculated as if the employee was at work i.e. at the rate of 7.6 hours per day of paid absence. This entitlement is then accrued per fortnightly pay period on a pro rata basis, which forms the employee Paid Time Off (PTO) account. Each time an employee takes leave, the PTO account is reduced by the number of hours leave taken and no deduction is made from the employee's wages.

13.4 Utilisation of Paid Time Off

Generally, PTO shall be taken only as agreed between the Company and the employee. On each occasion that PTO is utilised, the employee must make a written application for PTO, except for gazetted public holidays where the time off will be taken and deducted unless the employee is otherwise rostered to work. Applications will be assessed against an employee's circumstances and the needs of the business. Approval shall not be unreasonably withheld.

Accrued PTO shall be utilised for any period of paid absence. On each occasion of leave where PTO is to be used, the employee's PTO account shall be reduced by the period of absence and no deduction is made from the employee's wages.

For full day absences, PTO is utilised at the rate of 7.6 hours per day and no deduction is made from the employee's wages.

By mutual agreement an employee and the Company may enter into an arrangement where PTO is taken in different configurations. This will be subject to the employee's circumstances on request, and the business needs at the time.

13.5 Prior Notification

Should an employee be unable to attend at the workplace during the ordinary hours of work by reason of personal ill health or injury, family crisis or some other emergency, they shall advise the Company as soon as reasonably practicable (but not more than four (4) hours after the absence commenced) of the reason for the absence and the estimated duration of the absence. The employee may be required to produce satisfactory proof to support their absence. Failure to adhere to these requirements may result in the absence not being approved and the employee may be subject to the disciplinary procedure.

13.6 Unused Paid Time Off

When employment is terminated, the unused accrued PTO shall be paid to the employee as a termination payment at the rate applicable at the time of termination. Where employment is terminated and the employee's PTO account balance is negative, the Company may recover the cost from the employee's final pay.

13.7 Capping of Paid Time Off

PTO shall only accumulate to a maximum of 400 hours, unless there is approval from the Company's Maintenance Manager.

14. LONG SERVICE LEAVE

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

15. PERSONAL/CARER'S LEAVE

(i) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in (c)(2) 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 13, Paid Time Off, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish 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. 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:
 - (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being:
 - (i) a spouse of the employee; or
 - (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (iv) a same sex partner who lives with the employee as the de facto partner of the employee on a bona fide domestic basis; or

- (v) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (a) "relative" means a person related by blood, marriage or affinity;
 - (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) "household" means a family group living in the same domestic dwelling.
 - (d) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(ii) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in (i)(c)(2) above who is ill.

(iii) Annual Leave

- (a) Subject to the *Annual Holidays Act* 1944, an employee may elect, with the consent of the employer, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(iv) 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) of this subclause, the leave is not taken for whatever reason, payment for the time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

(v) Make-up Time

- (a) An employee may elect, with the consent of the employer, to work make-up time, under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work make-up time (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.

(vi) Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) Where the employer and employee agree, rostered days off may be accumulated which occur as a result of employees working in accordance with the provisions of this subclause. These accumulated days may be taken at any time mutually agreed between the employer and the employee.

An employee may elect, with the consent of the employer, to accrue some or all-rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

- (d) This subclause is subject to the employer informing the union if it has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

16. PARENTAL LEAVE

After twelve (12) months continuous service, employees other than casuals are entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child.

Notice to return to work after relevant leave shall be in writing, at least four (4) weeks prior to the expiration of the leave.

16.1 Maternity Leave

An employee may commence maternity leave within six (6) weeks of the expected birth date. By mutual agreement with the Company an employee may commence maternity leave at a time that is suitable to both parties. This is subject to a medical certificate ensuring the employee is fit for work.

16.2 Paternity Leave

An employee is entitled to Paternity Leave subject to the following:

- 1. Ten (10) weeks notice is given prior proposed leave
- 2. Period of proposed leave is clearly stated in written notification
- 3. A certificate by a medical practitioner is provided clearly outlining details of spouse, date of birth or expected birth of child.

16.3 Adoption Leave

An employee with twelve (12) months continuous service is entitled to adoption leave subject to providing the Company with a statutory declaration stating:

- 1. The employee is the primary caregiver of the child
- 2. Particulars of any period of adoption leave

17. JURY SERVICE

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

18. CONTINUITY AGREEMENT

It is an express condition of this award and each employee's contract of Employment that continuity of services will be provided by Mainteck Services to their client to ensure continuity of the clients normal and usual service operation.

In the event of any stoppage for any reason, employees will carry out such duties as are necessary to provide such continuous operations.

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

Employees will only perform work that is part of the scope of work as originally issued by the client.

19. CONFIDENTIALITY

In the absence of the appropriate authority having been given, an employee must not divulge (orally, written or electronically) any information relating to the affairs of the Company, including proprietary knowledge and technical or intellectual property of the Company, its customers, suppliers or clients, to any other business or Company, representative of the press/media, or third party.

20. MAITECK SERVICES ALCOHOL AND OTHER DRUGS POLICY

Mainteck Services Australia Pty Ltd considers the Health and Safety of all employees to be of the utmost importance. Persons affected by alcohol or other drugs are a safety hazard to themselves and other persons at the workplace.

It is the policy of Mainteck that a person affected by alcohol or other drugs will not be allowed to commence work until that person can demonstrate that they can work in a safe manner.

The decision on a person's ability to work in a safe manner will be made by a peer present at the time. A union delegate, a member of the OH&S Committee or supervisor may be called to assist in the decision should it be deemed necessary.

If there is no cooperation the relevant union delegate and a management representative must become involved. If either of these people are not available the senior MSA person on site will take control of the situation.

Suitable arrangements must be made to ensure the person's safety when leaving the site. If this involves payment of a taxi fare the company will be liable for the costs.

Wages may not be paid from the time that the person is told to leave site by the supervisor. Where loss of wages and/or any other expenses may be involved the appropriate union delegate should be informed.

An employee assistance program can be arranged where requested.

21. MEDICAL EXAMINATIONS

In the interests of achieving and maintaining a healthy and productive workforce, the Parties agree that a fitness for work initiative shall be implemented for new starters.

Employees are required to undertake such regular medical and physical tests, as Mainteck Services deems appropriate prior to the commencement of employment.

Mainteck Services will offer employees the opportunity to undertake medical examinations where they may be at possible risk to the employee or other employees.

The cost of medical examinations so required by the Company will be paid for by Mainteck Services.

Information obtained will remain confidential and will remain the property of Mainteck Services. An employee on request in writing can obtain a copy of the medical examination report.

22. UNION MEMBERSHIP AND ELECTED DELEGATES

1. Payroll Deductions

Mainteck Services shall support the union parties to this Award by way of providing union membership information and providing for payroll deductions of union dues as recognised by employees.

2. Accredited Union Delegate

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

23. TRADE UNION TRAINING

A Union Delegate (Shop Steward) nominated by their Union to attend a union sponsored training course will be granted up to 5 days leave (per annum) of absence without loss of earnings provided that:

1. Mainteck Services receives at least two (2) weeks notice of the nomination from the Union setting out times, dates, content and venue for the course.
2. The employee concerned can be released from duty by Mainteck Services for the period of the course, without affecting normal operations.
3. Further Leave may be granted subject to agreement between the Parties.

24. CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT

- 24.1 It is a requirement that employees wear authorised Mainteck Services issued clothing/uniform, and appropriate personal protective equipment including steel capped boots.
- 24.2 On engagement full time employees shall be issued with one (1) pair of safety boots, four (4) shirts, four (4) trousers and one (1) jacket.
- 24.3 On an annual basis after twelve (12) months continuous service, full time employees shall be entitled to one (1) pair of safety boots, two (2) shirts, two (2) trousers and one (1) jacket.
- 24.4 Employees who leave within the probationary period (3 months) shall reimburse the Company for clothing and personal protective equipment as per the letter of 'offer for employment'.
- 24.5 Clothing and footwear provided by Mainteck Services shall be replaced by the Company on a fair wear and tear basis after approval from the appropriate Team Leader.
- 24.6 It is a condition of employment that clothing/uniforms provided by the Company to employees be worn at all times during working hours. Employees failing to comply with this request will be managed through the Issue Resolution Process as a non-performance issue.
- 24.7 Records of the type of clothing issued to employees will be recorded by the Company.

25. SUPERANNUATION

- 25.1 Mainteck Services shall contribute the statutory employer superannuation contribution to C+BUS,

NESS, EISS or an approved superannuation fund that complies with the *Superannuation Guarantee Charge Act* and Regulations on behalf of each eligible employee as defined in the regulations on a monthly basis.

- 25.2 The level of contributions will be in accordance with the levels prescribed by the act and varied from time to time.
- 25.3 Employees may voluntarily elect to contribute a proportion of their wages to their nominated superannuation fund. To do so an employee is required to notify Mainteck Services in writing and Mainteck Services will deduct the authorised amount from the employee's pay and remit it to their superannuation fund.

26. INCOME PROTECTION INSURANCE

Permanent employees of Mainteck Services engaged pursuant to this Agreement shall be provided with Income Protection Insurance under the following terms and conditions.

- A qualifying period of 14 days.
- The insurance cover benefits payable will be applied for a maximum period of two years.
- Mainteck Services will contribute up to 1% of an employee's gross earnings to an income insurance plan, subject to the following:
 1. In the event that the claims experience requires a review of the insurance plan, the adjustment will be to the plan and not the Company's insurance premium. Alternatively, employees may elect to supplement any additional premium by deduction from their pay.
 2. People accessing the insurance plan will agree to participate in the rehabilitation program, which includes assessment by the Company's nominated medical services provider and acceptance of that assessment.
 3. Employees will advise the Company of an intended absence at least 30 minutes prior to the commencement of work. A person who, without good reason, does not provide this advice will be counselled.

27. NOTICE BOARDS

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

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

28. ALTERNATIVE ARRANGEMENTS

The Parties (meaning the Union Parties, the Company and employees) to this award may through consultation, mutually agree in writing, to enter into alternative employment arrangements to this award which shall prevail over this Award. Any changes between the parties will form part of this Award.

29. EMPLOYMENT SECURITY

The Parties to this Award believe that the philosophy to employment security is critical and fundamental to the long-term business growth and success of Mainteck and its people. Employment security may only be achieved when all Parties are working to a common goal/s. It is the intent of Mainteck to align its employees close to the business so that ownership together with employee empowerment will ensure best decisions are

made resulting in jobs and employment security.

An employee's employment prospects also lies within the person themselves. In other words the value an employee provides will enhance their employment security, and the Company also recognises the following characteristics are also critical:

- Effort
- Commitment
- Loyalty
- Competence
- Drive and initiative
- Team player
- Ethics

No one can guarantee or promise employment security. The performance of the business and the employee are astringently linked. Employees who through regular or gross misconduct will not have employment security for obvious reasons.

The Company shall consult with its people on a regular basis regarding performance. Unhealthy performance trends experienced by the Company will be identified and action shall be taken to alleviate or manage undesirable outcomes. The Business Team will take responsibility for this task.

Where downsizing is unavoidable such criteria as seeking volunteers, people's length of service, skills required and the needs of the business shall be taken into consideration.

30. RIGHT OF ENTRY

Any duly accredited representative of the union shall have the right to enter any place or any premises where employees are employed, during normal working hours or when overtime is being worked following notice of the union intention to do so.

31. EMPLOYEE ENTITLEMENT

The Redundancy provisions for Mainteck Employees will be managed and guaranteed by Mainteck. The company shall comply with legislation as varied from time to time, that governs the rights and obligations of the parties.

A joint team comprising of the following members will be joint signatories and oversee the management of employee redundancy entitlements:

- Mainteck employees (2)
- Union Official (1)
- Mainteck Directors (3)

The parties will pursue the possibility of a joint or approved fund that may satisfy the intent of this clause.

32. ABANDONMENT OF EMPLOYMENT

An employee absent from work for a continuous period of three (3) working days without Company approval, and without notification to the Company, that employee shall be deemed to have abandoned their employment.

If after a period of two (2) weeks from the last day of absence, the employee has not established a satisfactory reason for their absence and non-notification, the employee shall have their employment terminated.

33. SERVICE FEE

Employees who benefit from the wage rates contained in this Award that are not members of the union shall have a service fee of \$8.00 per week deducted from their wages and forwarded to the relevant union/s.

34. BLOOD DONORS

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

35. ANTI-DISCRIMINATION

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

NOTES

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

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

36. DURESS

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

37. NO DETRIMENTAL

This Award does not on balance provide a net detriment to employees covered by the Award when compared with the aggregate package of conditions of employment, which would otherwise apply under the Awards mentioned in Clause 3 (Application and Parties Bound).

38. TRANSMISSION OF BUSINESS

Where transmission of business occurs and affects employees covered by this Award, the Parties shall by an

exchange of letter/s enter into correspondence that clearly outlines the benefits and entitlements due to employees, and how such entitlements shall be managed. Matters to be covered may include such items as annual leave, personal leave, superannuation, sick leave and redundancy

39. PARTIES TO THE AWARD

This Award is dated _____ day of _____, 2001

SIGNED for on behalf of MAINTECK SERVICES AUSTRALIA PTY LTD

NAME

SIGNATURE

WITNESS

SIGNED for on behalf of AUSTRALIAN MANUFACTURING WORKER'S UNION (Registered as AFMEPKIU)

NAME

SIGNATURE

WITNESS

SIGNED for on behalf of the AUSTRALIAN WORKER'S UNION PORT KEMBLA , SOUTH COAST & SOUTHERN HIGHLANDS BRANCH (AWU)

NAME

SIGNATURE

WITNESS

SIGNED for on behalf of the ELECTRICAL TRADE'S UNION NSW BRANCH (ETU)

NAME

SIGNATURE

WITNESS

APPENDIX 1 - CONSTRUCTION AND PROJECT WORK

This Appendix shall have application only within the Illawarra and Southern Highlands region.

Items covered include:

1. Fares and Travelling Allowance
2. Living Away from Home - Distant Construction Sites
3. Damage to Clothing and Tools
4. Compensation for Tools

1. FARES AND TRAVELING ALLOWANCES

The following fares and travel allowances shall be paid to employees working on construction work, on construction sites:

- (a) A \$12.60 allowance shall be paid to employees on a daily basis whilst working on the construction site located within a radius of 50 kilometres of the GPO in a capital city or where appropriate the Central Post Office of the nearest regional/provincial centre, or from accommodation arranged by the employer.
- (b) Payment of the \$12.60 allowance is subject to the employee starting and finishing work on the construction site at the usual starting and finishing times. Provided that payment not be made:
 - for any day the employee is absent from work
 - for any day where the Company provides transport from where the employee is living and to and from the construction site
 - where accommodation is provided at the construction site
 - where an employee is required to commence or cease work at the employer's workshop, yard or depot other than on a construction site
- (c) Where an employee travels outside the radius of 50 kilometres to a construction site, a payment at ordinary rates calculated to the next quarter of an hour, with a minimum payment as for half an hour for each return journey in addition to the \$12.60 allowance. Where an employee uses their own vehicle a reimbursement of 35 cents per kilometre travelled outside the 50 kilometres shall be made.
- (d) Employees transferred from one job site to another during ordinary working hours shall be paid for time occupied in travelling, unless transported by the employer, shall be reimbursed the reasonable cost of fares by the most convenient public transport between such job sites. Where an employee is requested by the Company to use their own personal vehicle and agrees, an allowance of 65 cents per kilometre shall be paid.
- (e) An employee who by agreement with the Company uses their own vehicle during Company time shall be paid an allowance of 65 cents per kilometre.
- (f) The travelling allowances prescribed in this clause shall not be taken into account in calculating overtime, penalty rates and Paid Time.

2. LIVING AWAY FROM HOME - DISTANT CONSTRUCTION SITES

- (a) A distant construction site is one where the on site construction work because of its distance or lack of travelling facilities available to and from the job site it is necessary for an employee to live and sleep at some place other than their usual place of residence.
- (b) Where an employee is sent to a distant construction site the Company may elect to:
 - Provide the employee with reasonable board and lodging with three (3) adequate meals per day.
 - Pay the employee \$303.00 per week of seven (7) days, or \$43.30 per day.
 - Where reasonable board and lodgings is not available and camp accommodation is provided by the Company, an allowance of \$3.90 per day shall be made including weekends and public holidays, providing the employee was available to work on those days. This allowance shall not apply where the employer provides free messing.
- (c) Where an employee is sent from their usual locality to another, in accordance with sub clause (b), whilst necessarily travelling, be paid travelling time and expenses as follows:
 - Rate of pay for travelling is at ordinary rates, except on Sundays and public holidays where it shall be time and a half
 - The maximum travelling time to be paid shall be 12 hours out of every 24 hours, or when a sleeping berth is provided by the Company for all-night travel, eight (8) hours out of every 24 hours.

(d) Expenses for the purpose of this clause means:

- All fares reasonably incurred. These include bus, economy air, second class rail travel, except where all night travelling is involved when they shall be first class, with sleeping berth where available.
- Reasonable expenses incurred whilst travelling include \$8.30 for each meal taken.
- A reasonable allowance to cover the cost incurred for board and lodging.

(e) Engagement of Labour

The Company shall be free to engage labour on the site of a job carried on away from the Company facility/workshop, without payment for any travelling time or fares, unless such employee is sent from the facility/workshop.

(f) Weekend Return Home and Rest and Recreation

- (i) Where, in accordance with the provisions of subclause b) herein, an employee proceeds to a distant construction site as defined and provided that:
- (1) The employer obtains and the employee provides the employer with a statement in writing of their usual place of residence at the time of engagement,
 - (2) No subsequent change of address shall vary the entitlements under this clause unless the employer agrees,

The following entitlements apply:

(ii) Weekend Return Home

An employee may with the permission of the Company return home during weekends at their own personal costs subject to the following:

- Employee is not absent from the job for any of the ordinary hours
- Adequate notification is provided to the Company (no later than Tuesday of each week)
- Employee is not receiving payment for board and lodgings or camping allowance

If an employee meets the approval of the Company subject to meeting the above criteria, a payment of \$25.70 for each occasion shall be made.

(iii) Rest and Recreation Rail and Road Travel

After two (2) continuous months on a distant construction job and thereafter every three (3) months an employee may return to their usual place of residence at the weekend. Payment shall be made to the amount of a bus or second-class return railway fare to the bus or railway station nearest the employee's usual place of residence on the pay day, which immediately follows the date on which the employee returns to the job. This is provided the employee returns to work on the morning of the working day following the weekend, and there is no disruption to the job.

(iv) Air Travel

Subject to the above provisions contained in Clause (iii) Rest and Recreation Rail and Road Travel, an employee who qualifies for weekend Return Home and Rest Recreation shall be provided with a return air ticket or payment made to an equivalent value when travelling to their usual place of residence if there is no other means of public transport to and from the distant construction site other than by air travel. In these circumstances an employee may return to their usual place of residence after each four (4) months of continuous service, and in each case shall

be entitled to two (2) days leave of which one (1) day shall be paid leave.

3. DAMAGE TO CLOTHING AND TOOLS

- (i) Employee clothing damaged or completely destroyed whilst in the course of employment shall be replaced by Company.
- (ii) Employee personal tools damaged or completely destroyed by the use of acids shall be compensated to the extent of damages sustained.

4. REIMBURSEMENT FOR STOLEN TOOLS

An employee shall be eligible for re-imbursement of stolen tools up to the value of \$1146.00 subject to:

- Tools being stolen or damaged by fire
- Tools being securely locked at the Premises of the Company
- Tools are those normally used for the site
- Tools stolen or damaged are reported without delay to the Company
- A list of tools be clearly identified in writing to the Company
- The employee must report incident to the police prior making a claim
- Receipts or evidence for tools may be requested by the Company

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

(2100)

SERIAL C0617

TRANSPORT INDUSTRY - SANITARY AND GARBAGE (STATE) SUPERANNUATION AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1334 of 2001)

Before the Honourable Justice Marks

10 August 2001

REVIEWED AWARD

1. AWARD TITLE

Transport Industry - Sanitary and Garbage (State) Superannuation Award

2. ARRANGEMENT

Clause No	Subject Matter
1.	Award Title
2.	Arrangement
3.	Anti-Discrimination
4.	Area Incidence And Duration
5.	Definition
6.	Contributions
7.	Exemptions and Leave Reserved

3. ANTI-DISCRIMINATION

- 3.1 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, ex, marital status, disability, homosexuality, transgender identity and age.
- 3.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 3.3 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.

3.4 Nothing in this clause is to be taken to affect:

3.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

3.4.2 offering or providing junior rates of pay to persons under 21 years of age;

3.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act, 1977*; or

3.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

Notes:

(a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

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

"Nothing in the Act affects...any of the act or practiced 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."

4. AREA, INCIDENCE AND DURATION

4.1 This award shall apply to employees covered by the Transport Industry - Waste Collection and Recycling (State) Award, published 30 March 2001 (323 I.G. 587), as varied, subject to clause 7, Exemptions and Leave Reserved of this award.

4.2 This award has been reviewed pursuant to section 19 of the *Industrial Relations Act 1996* and the Principles for Review of Awards, a decision of the Industrial Relations Commission of NSW made on 18 December 1998, (308 I.G. 307). It rescinds and replaces the Transport Industry - Sanitary and Garbage (State) Superannuation Award published 22 March 1989 (251 I.G. 1231) and all variations thereof, which took effect on and from 1 September 1988. This award shall take effect from 10 August 2001 and shall remain in force until varied or rescinded, the period for which it was made having already expired.

5. DEFINITION

In this award "the Fund" means The TWU Superannuation Fund established by Trust Deed and Articles on 4 October 1984.

6. CONTRIBUTIONS

6.1 Upon the invitation of the Trustee of the Fund and employer shall apply to the Trustee of the Fund to become a participating employer in the Fund; and

6.2 Each participating employer shall pay to the Trustee of the Fund on behalf of each full-time employee member of the Fund in Category EBB employed by that employer contributions at the rate of \$17.00 per week and in respect of each casual employee member of the fund employed by that employer, contributions at the rate of \$3.40 per day employed or part thereof.

6.3 An employer who is bound by this award may examine the Trust Deed of the Fund at the offices of the Transport Workers' Union of Australia, NSW branch, or the New South Wales Road Transport Association during the hours, which those organisations are usually open for business.

7. EXEMPTIONS AND LEAVE RESERVED

- 7.1 JJ Richards and Co. shall be exempt from the provisions of this award with respect to employees performing work under garbage contracts in all of New South Wales provided that leave is reserved to the parties to apply in respect of this clause.
- 7.2 Members of the Employers' First, who are not members of the Waste Contractors and Recyclers Association of NSW, shall be exempt from the provisions of this award provided that leave is reserved to the parties to apply in respect of this subclause.
- 7.3 Any employer who is not a member of the Waste Contractors and Recyclers Association of NSW may apply to the Industrial Relations Commission of NSW for an exemption from the provisions of this award within six months from the operative date of this award.

F. MARKS *J.*

Printed by the authority of the Industrial Registrar.

(2137)

SERIAL C0618

TRANSPORT INDUSTRY — MIXED ENTERPRISES (STATE) SUPERANNUATION AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1335 of 2001)

Before the Honourable Justice Marks

10 August 2001

REVIEWED AWARD

1. AWARD TITLE

Transport Industry - Mixed Enterprises (State) Superannuation Award

2. ARRANGEMENT

Clause No	Subject Matter
1.	Award Title
2.	Arrangement
3.	Anti-Discrimination
4.	Area, Incidence And Duration
5.	Definitions
6.	Contributions
7.	Choice of Fund
8.	Failure of Employer to Participate in a Fund
9.	Failure of Employee to Participate in a Fund
10.	Exemptions
11.	Leave Reserved

3. ANTI-DISCRIMINATION

- 3.1 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, ex, marital status, disability, homosexuality, transgender identity and age.
- 3.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.

- 3.3 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.
- 3.4 Nothing in this clause is to be taken to affect:
- 3.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 3.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 3.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act*, 1977; or
- 3.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 3.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act* 1977 provides:
- "Nothing in the Act affects...any of the act or practiced 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."

4. AREA, INCIDENCE AND DURATION

- 4.1 This award shall apply to employees employed in a mixed enterprise, as defined in clause 5, definitions, and who are:
- (a) within the classifications set out in the awards referred to in schedule A to this award, or any awards rescinding, replacing or succeeding those awards; and
- (b) within the jurisdiction of the conciliation committees referred to in the said schedule A where such a conciliation committee exists.
- 4.2 This award shall also apply to employers in respect of their employees who are within the "Part A" classifications only set out in clause 6, Rates of Pay, of the Milk Treatment & c., Distribution (State) Award published 5 July 1978 and reprinted 15 May 1985 (237 I.G. 669) as varied from time to time.
- 4.3 This award has been reviewed pursuant to section 19 of the Industrial Relations Act 1996 and the Principles for Review of Awards, a decision of the Industrial Relations Commission of NSW made on 18 December 1998, (308 I.G. 307). It rescinds and replaces the Transport Workers Mixed Enterprises (State) Superannuation Award published 16 February 1990 (254 I.G 877) and all variations thereof, which took effect on and from 18 August 1989. This award shall take effect from 10 August 2001 and shall remain in force until varied or rescinded, the period for which it was made having already expired.

5. DEFINITIONS

- 5.1 "Mixed Enterprise" means an employer's enterprise carried on for the purpose of the production, treatment, distribution or provision of articles, goods, merchandise, materials, the production, treatment distribution or provision whereof is not mainly attributable to or mainly dependent upon the work performed by transport workers employed but in which the work performed by transport workers is subsidiary or auxiliary to the carrying on of the enterprise.
- 5.2 "The TWU Fund" shall mean the TWU Superannuation Fund, established by Trust Deed and Articles on

4 October 1984.

- 5.3 "ÁSSET" shall mean the Australian Superannuation Savings Employment Trust.
- 5.4 "Approved Fund" shall mean a Superannuation fund, which has been approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.
- 5.5 "Eligible employee" shall mean either a weekly employee who has been employed by the employer for 152 ordinary hours of service or a casual employee who has completed 20 starts in any twelve-month period of employment with the employer.
- 5.6 "Ordinary-time earnings" shall mean the employee's award classification rate (including casual loading where relevant), overaward payments and shiftwork loadings where applicable. Provided that it shall not include overtime, meal money, occasional bonus payments, or any other ancillary payments of a like nature prescribed by the award.

6. CONTRIBUTIONS

- 6.1 Subject to clauses 9, Failure of Employee to Participate in a Fund, and 10, Exemptions, an employer shall contribute to a superannuation fund which complies with the *Occupational Superannuation Standards Act* 1987 (the Act) and the *Occupational Superannuation Standards Regulations* (the Regulations) on behalf of each eligible employee a superannuation contribution equivalent to 3 per cent of such eligible employee's ordinary time earnings from the beginning of the first pay period to commence on or after 18 August 1989, provided that:
- 6.2 6.2.1 Upon completion of the qualifying periods specified in clause 5, definitions, contributions on behalf of each eligible employee shall apply from the date of the employee's commencement of employment with the employer subject to the operative date of this clause.
- 6.2.2 The benefits offered by the fund selected in accordance with clause 7, Choice of Fund, of this award and of which the employee is a member, may be improved such that the improvements are equivalent to the value of contributions required to be made by 6.1 and are in accordance with the Act and Regulations.
- 6.2.3 Any employer who was, prior to 18 August 1989, making contributions for eligible employees in accordance with the provisions of another award or registered industrial agreement, which provides superannuation benefits, may continue to contribute in accordance with those provisions.
- 6.3 The contributions required by this award, shall be made to the relevant fund selected in accordance with clause 7, Choice of Fund, in the manner and at the times specified by the terms of the fund or any agreement between the employer and the Trustees of the fund.
- 6.4 Paid Leave - Contributions shall continue whilst a member of a fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, sick leave, bereavement leave and personal/carer's leave.
- 6.5 Unpaid Leave - Contributions shall not be required to be made in respect of any absence from work without pay.

7. CHOICE OF FUND

- 7.1 An employer shall apply to the Trustee of an approved fund to become a participating employer in that fund.
- 7.2 Any employer who is or becomes a participating employer in accordance with 7.1 within three months from the date of operation of this award shall be exempt from the provisions of 7.3.

7.3 The funds into which contributions shall be made are:

- (a) TWU Superannuation Fund; or
- (b) ASSET

8. FAILURE OF EMPLOYER TO PARTICIPATE IN A FUND

Where an employer has failed to make application to participate in an approved fund, the employer shall make application to participate in such fund and upon acceptance by the Trustee shall make an initial contribution to such fund, in respect of each eligible employee, equivalent to the contributions which would have been payable under this award, had the employer make application to participate in such fund and been accepted by the Trustee prior to the operation of this award after which the employer shall then continue to make payments as prescribed by this award. Other than for back payment of contributions, the employee shall not be entitled to:

- (a) interest on contributions; and/or
- (b) death and disability cover,

until such time as the employer becomes a member of such fund that is the date of acceptance by the trustees.

9. FAILURE OF EMPLOYEE TO PARTICIPATE IN A FUND

An employer shall not be liable to contribute on behalf of any employee who refuses to sign any application from as required by the Trustee of an approved fund. Such refusal shall be in writing, notwithstanding that the employee can at any time apply to have contributions commencing upon becoming a member of the fund. Provided further that where an employee is a member of the Transport Workers' Union, such Union shall be notified of the employee's refusal.

10. EXEMPTIONS

This award does not apply to the Broken Hill Proprietary Company Limited or Tubemakers of Australia Limited, or any corporation which is a related corporation (within the meaning of the Corporations Law) of either the Broken Hill Proprietary Company Limited or Tubemakers of Australia Limited.

11. LEAVE RESERVED

- 11.1 Leave is reserved to any party bound by this award to apply in Matter No. 687 of 1989 in respect of any unforeseen circumstances not contemplated by the parties at the time of making this award.
- 11.2 Leave is reserved for any employer, who was not an employer bound by this award as at 18 August 1989, to apply for exemption from 7.3.
- 11.3 Leave is reserved to any employer to apply for exemption from the provisions of clause 7, Choice of Fund, on the grounds of the standard of existing superannuation arrangement provided by the employer or the employer's financial capacity to pay.
- 11.4 Leave is reserved for the parties to vary this award to allow for occupational superannuation for employees covered by the Transport Industry - Retail (State) Award, as varied.

SCHEDULE A

Award	Industrial Committee
<i>Transport Industry (State) Award</i> published 20 April 2000 (315 IG 192), as varied.	Transport Industry (State) <i>Industrial</i> Committee
<i>Transport Industry - Mixed Enterprises (Interim) State</i>	Transport Industry Mixed Enterprises (State)

<i>Award published 17 July 1992 (270 I.G. 550) as varied.</i>	<i>Industrial Committee</i>
<i>Transport Industry - Armoured Cars &c., (State) Award published 14 June 1978 (209 IG 3791) reprinted (232 IG 1242) published, 22 February 1984, as varied.</i>	Transport Industry (State) <i>Industrial Committee</i>
<i>Transport Industry - Petroleum &c., and Distribution (State) Award (285 IG 155) published 13 April 1995, as varied.</i>	Transport Industry (State) <i>Industrial Committee</i>
<i>Transport Industry - Trade Waste (State) Award, published 18 September 1998 (306 IG 707), as varied.</i>	Transport Industry - Trade Waste (State) <i>Industrial Committee</i>
<i>Transport Industry - Wholesale Butchers (State) Award published 12 November 1993 (227 IG 186), as varied.</i>	Transport Industry - Wholesale Butchers (Country) <i>Industrial Committee</i> and Transport Industry - Wholesale Butchers (Cumberland) <i>Industrial Committee</i>
<i>Transport Industry - Wood and Coal (State) Award, published 19 April 1978 (209 IG 609) and reprinted (232 IG 2055) published 28 March 1984, as varied.</i>	Transport Industry - Wood and Coal (State) <i>Industrial Committee</i>
<i>Ice Cream Carters and Van Salesman (State) Award (276 IG 140) published 13 August 1993, as varied.</i>	Milk Treatment &c., and Distribution (State) <i>Industrial Committee</i>

F. MARKS *J.*

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