



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
50 Phillip Street, Sydney, N.S.W.

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Vol. 329, Part 2

9 November 2001

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(203)

SERIAL C0609

TRANSPORT INDUSTRY - COURIER AND TAXI TRUCK CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Transport Workers' Union, New South Wales Branch, association of contract carriers.

Transport Industry - Courier and Taxi Truck Industrial Committee.

(No. IRC 2138 of 2000)

Before Commissioner Connor

20 October and 22 November 2000 and 11 January
and 9 and 10 April 2001

DETERMINATION

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PART A

1. DEFINITIONS

In this Contract Determination, unless otherwise required by the context:

"Act" means the *Industrial Relations Act 1996*.

"Additional Call" means for the purposes Schedule III, in relation to a contract of carriage, a pick-up or delivery in addition to the pick-up at the point of commencement and the delivery at the point of completion.

"Approved Driver" means the contract carrier where the contract carrier is a natural person otherwise the person nominated by the contract carrier, provided that this definition shall not include a substitute driver as referred to in sub-clause (5) and (6) of clause (5) hereof.

"Association" means any association of principal contractors or contract carriers registered pursuant to the Act which is a party to this Determination and which represents the courier and taxi truck industry.

"Award" means the Transport Industry (State) Award, as varied from time to time.

"Bank Run" means the performance of a routine and regular contract of carriage which relates to the pick up and/or delivery for banks and/or financial institutions.

"Class of Contract of Carriage" is a method of description and classification of contracts of carriage and terms of the minimum carrying capacity and type of vehicles adequate to transport goods the subject of individual contracts of carriage.

"Class of Vehicle" means the mechanically propelled and registered vehicle of a particular carrying capacity intended to be used on roads wholly and partly in or in connection with the courier and taxi truck industry.

"City of Sydney" means, for the purposes Schedule III, the area of the City of Sydney bounded by: the southern shoreline of Port Jackson, Lincoln Crescent, Sir John Young Crescent, Phillip Park, Cook Park, William Street, College Street, Liverpool Street, Commonwealth Street, Wentworth Avenue, Elizabeth Street, Chalmers Street, Cleveland Street, Regent Street, Harris Street, Mary Ann Street, and the Darling Harbour Railway Line terminating at Pier No. 7, Pyrmont.

"Contract Carrier" means the carrier as defined in the Act.

"Contract Distance", means for the purposes Schedule III, the distance in kilometres between the point of commencement of a contract of carriage and the point of completion of that contract of carriage (or such other route as may be agreed between a principal contractor and a contract carrier) and shall be, prima facie, the distance as published by Transit Distribution Systems (or as may be amended from time to time by that organisation) or, where such published distance may be shown to be incorrect in any instance, the actual proven distance in kilometres between those points.

"Contract of Carriage" has the meaning given to that expression by the Act.

"Contract Time" means, in relation to a contract of carriage, the time during which a contract carrier has necessarily been engaged performing the contract of carriage between the point of commencement and the point of completion, such time not to include time lost because of breakdowns, accidents, meal breaks or any other interruption, or time spent in performing other contracts of carriage.

"Courier or Taxi Truck Vehicle" means any mechanically propelled vehicle not exceeding 4.5 tonnes carry capacity used by a contract carrier in the course of performing courier or taxi truck work under a contract of carriage pursuant to this Determination.

"Courier Work" means the transportation by means of a courier or taxi truck vehicle of goods of up to a maximum of 250 kilograms of weight from one place to another by a contract carrier for reward at the behest of a principal contractor pursuant to a contract of carriage and where it is intended by the parties that the time to be taken is either:

- (a) within a standard time requested of the contract carrier by the principal contractor and advertised as such (to be known for the purposes of this determination "standard service"), or
- (b) within a time required of the contract carrier by the principal contractor which is the shortest possible time or within a time which is less than the standard time as in (a) above and advertised as such (to be known for the purposes of this determination as "Express/Priority/V.I.P. Service) and where it is intended that in any event completion is to be effected on the same day as commencement or by the earliest reasonable time on the following normal working day.

[NOTE: For the purposes Schedule III, where there is a dispute concerning whether a contract of carriage is "standard service" or "Express/Priority/VIP Service", the dispute shall be determined in accordance with Clause 9. Disputes Procedure.]

"Excess Time" means for the purposes Schedule III, in relation to a contract of carriage, any time, during which a contract carrier has been engaged performing a pick-up or delivery, in excess of the time allowed, according to the class of contract of carriage, for pick-ups and deliveries for the purposes of determining a rate of remuneration for such classes of contracts of carriage.

"Exclusive Hire" means contracts of carriage which on any day are performed by a contract carrier only on bank runs (as defined) or for only one client of a principal contractor which preclude performance of any contracts of carriage by that contract carrier for other clients of the principal contractor on that day. For this purpose a client of the principal contractor shall not include another principal contractor or a related company or enterprise of the principal contractor.

"Express Road/Air Freight Work" means the transportation of goods from places within, to places outside, the county of Cumberland, and vice versa, generally, but not exclusively, on an overnight basis and using a transportation system commonly known in the transport industry as "Freight Consolidation" and by means of interstate and/or intrastate road and air freight services.

"Flagfall" means for the purposes Schedule III, in relation to a class of contract of carriage, the fee payable to a contract carrier for pick-up, delivery and weight for a contract of carriage within that class.

"Goods" means materials and substances of all descriptions that includes documents, packages and parcels, multiple parcels, and movable property of any kind or description whatsoever being the subject of any contract of carriage performed pursuant to this contract determination.

"GST" means the Goods and Services Tax introduced by the commencement of *A New Tax System (Goods & Services) Act 1999*.

"Motor Vehicle or Bicycle" has the meaning given to that expression by the Act.

"Normal Working Day" means any day upon which a principal contractor normally or habitually enters into any contract of carriage.

"Paper Work" means documents required to be in the possession of the contract carrier to enable performance of contracts of carriage.

"Parcel Work" means the transportation of individual items or goods by a contract carrier participating in a system of distribution of goods from one place to another for reward at the behest of a principal contractor pursuant to a contract or contracts of carriage by means of a motor vehicle which system of distribution usually involves:

- (a) transportation to a depot;
- (b) unloading and sorting into groups, each group comprising items to be delivered to places within a logical geographical zone;
- (c) reloading onto vehicles; and
- (d) transportation to such other place(s) either on the same day or on the following normal working day.

"Permanent Runs" means, for the purposes Schedule III, work done on a regular basis involving multiple pick-ups and/or deliveries.

"Point of Commencement of a Contract of Carriage" means, for the purposes of Schedule III, the point at which a contract carrier delivers goods which have been carried pursuant to a contract of carriage, or any

paperwork relating thereto, whichever last occurs.

"Point of Completion of a Contract of Carriage" means, for the purposes of Schedule III, the point at which a contract carrier delivers goods which have been carried pursuant to a contract of carriage, or any paperwork relating thereto, whichever last occurs.

"Principal Contractor" has the meaning given to that expression by the Act, and also includes a person who enters into a contract of carriage with a contract carrier.

"Superannuation Determination" means the Transport Industry - Courier and Taxi Truck (Superannuation) Contract Determination published 20 April 2000 (315 I.G. 1), as varied from time to time, or any determination rescinding, replacing or succeeding that determination.

"Taxi Truck Work" means the transportation by means of a courier or taxi truck vehicle of goods of above 250 kilograms and up to a maximum of 4500 kilograms of weight from one place to another by contract carrier for reward at the behest of a principal contractor pursuant to a contract of carriage and where it is intended by the parties that the time to be taken is of the shortest possible time or within the time requested by the principal contractor and it is further intended that in any event completion is to be effected on the same day as commencement or by the earliest reasonable possible time on the following working day.

"Union" means the Transport Workers' Union of Australia, New South Wales Branch (registered under the Act as an Association of contract carriers).

"Work" means the performance of a contract of carriage by a contract carrier pursuant to this determination.

Words importing the singular numbers shall include the plural number and vice versa.

Words importing the masculine gender shall include the female gender and words importing persons shall include corporations.

2. CLASS OF CONTRACT OF CARRIAGE, LOCALITY, AREA, INCIDENCE AND DURATION

2.1 Subject to subclause (2) of this clause, this Contract Determination shall operate in respect of all contracts of carriage performed in relation to couriers and taxi truck work by the use of a bicycle or any type of motor vehicle up to 4.5 tonnes carrying capacity:

- (a) from one place to another within the County of Cumberland; or
- (b) from one place to another, both of which are within the state of New South Wales excluding the County of Yancowinna and are within the area of a circle of radius 50 kilometres, the centre of which is the point of commencement of a contract of carriage being performed by a contract carrier.

2.2 This contract determination shall not operate in relation to:

- (a) contracts of carriage to which the Transport Industry - General Carriers Contract Determination published 19 December 1984 (235 I.G.1611) as varied, applies; PROVIDED THAT where a principal contractor enters into contracts of carriage in the course of operating what may be called a taxi truck service and with the vehicle used by the contract carrier to execute such contracts of carriage does not exceed 4.5 tonnes carrying capacity, the principal contractor shall apply the said Transport Industry - General Carriers Contract Determination to the exclusion of this Determination only if such contracts of carriage are, by their nature, principally general carrier and "not" courier work or "taxi truck work" as defined in clause 1, Definitions, of this Determination;
- (b) contracts of carriage to which any other transport industry contract determination or any determination replacing those determinations, apply;
- (c) contracts of carriage which are registered pursuant to an agreement made between the union and

a principal contractor or an association of principal contractors in accordance with Section 322 of the *Industrial Relations Act* 1996, while such agreement, or any agreement made and registered in substitution thereof, is in force;

- (d) contracts of carriage performed by the contract carriers involved principally in express road/air freight work as defined in clause 1, Definitions, hereof; or
 - (e) contracts of carriage performed by contract carriers involved principally in parcel work as defined in clause 1, Definitions, hereof.
- 2.3 Subject to subclause 2 of this clause, this Determination shall apply to all contracts of carriage of the class and locality referred to in subclause 1 of this clause and shall bind all principal contractors and contract carriers engaged in or in connection with such work.
- 2.4 This contract determination rescinds and replaces the Transport Industry - Courier and Taxi Truck Contract Determination published 23 April 1999 (309 IG 81), as varied.
- 2.5
- (a) Subject to sub-clauses (b), (c) and (d) this contract determination shall operate on and from 1 November 2000 and have a nominal term of three years.
 - (b) Schedule VI shall operate on and from 1 January 2001 and its nominal term will expire on 9 April 2001.
 - (c) Clauses 5.10 and 16 shall operate on and from 10 April 2001.
 - (d) Clauses 5.24 and 6.11 shall operate on and from 4 June 2001.

3. AVAILABILITY OF CONTRACT CARRIERS TO UNDERTAKE CONTRACTS OF CARRIAGE

- 3.1
- (a) A contract carrier shall be entitled to negotiate with the principal contractor in respect of periods of time during which the contract carrier shall not be available to undertake contracts of carriage.
 - (b) A principal contractor may not require a contract carrier to be available for the performance of contract of carriage for more than 222 days in any year. In this context, a "year" begins when a contract carrier commences to perform contracts of carriage with a principal contractor (whether the contract carrier commenced to perform such contracts before or after the making of this determination).
- 3.2 At such times as a contract carrier and a principal contractor agree (the latter not unreasonably to withhold consent), a contract carrier shall be entitled to suspend the performance of contracts of carriage for any reasonable period for the purpose of obtaining sustenance except during such times as the principal contractor reasonably requires the performance of contracts of carriage to continue. (In this context a break of a minimum of 30 minutes after a maximum of five hours continual engagement shall be considered reasonable).

4. UNIFORMS

- 4.1 If the contract carrier is requested by a principal contractor to wear a special uniform when undertaking work with that principal contractor, the uniform shall be supplied by the principal contractor at no cost to the contract carrier.
- 4.2 Any such uniform shall remain the property of the principal contractor and any item forming part of the uniform shall be replaced by the principal contractor when required by fair wear and tear upon presentation of the item to be replaced, provided that, should loss and damage to an item forming part of a uniform occur due to gross negligence on the part of the contract carrier, the item shall be repaired or replaced by the contract carrier at the contract carriers cost.
- 4.3 Where a uniform is so supplied to a contract carrier, the contract carrier shall wear it in accordance with

the instructions of the principal contractor whilst undertaking work with the principal contractor and only at such other times as agreed to by the principal contractor.

- 4.4 Where a uniform is so supplied to a contractor carrier, the contract carrier shall maintain and launder it at the contract carrier's expense.

5. RESPONSIBILITIES OF THE CONTRACT CARRIER

- 5.1 The contract carrier shall undertake to observe all applicable obligations contained in this Determination and specifically:

- (a) Subject to agreement between a principal contractor and the contract carrier where it is the normal practice of contract carriers performing work with the principal contractor, to undertake work as directed by the principal contractor and to carry such goods as the principal contractor shall from time to time specify and between such places as the principal contractor may reasonably require; or
- (b) Otherwise to be available at all reasonable times to perform contracts of carriage on behalf of, or at the request of, the principal contractor, to observe all reasonable and lawful requests made by the principal contractor, and to be of neat and clean appearance.

- 5.2 To pay all statutory costs and fees payable in respect of the vehicle used by the contract carrier in the performance of contracts of carriage, and to keep the vehicle in a mechanically sound, road-worthy and clean condition.

- 5.3 To keep the said vehicle adequately equipped for the safe conduct of contracts of carriage of the kind normally undertaken by the contract carrier on behalf of the principal contractor.

- 5.4 To be at all times the holder of a current driver's licence appropriately endorsed or issued in respect of the vehicle used by the contract carrier in the performance of contracts of carriage, to produce the licence for inspection by the principal contractor upon request and to notify the principal contractor immediately if the licence is suspended or cancelled.

- 5.5 (a) Not to engage or use the services of a driver for his vehicle, other than the approved driver, without the approval of the principal contractor. Such approval may be withdrawn by the principal contractor if the driver commits misconduct or fails to comply with a provision of this determination appropriate to be complied with by a driver of the vehicle of the contract carrier.
- (b) Not to engage or allow any person to drive his vehicle other than the approved driver when he is working with the principal contractor. PROVIDED THAT, in circumstances where the approved driver is unable to work for a reason other than agreed periods in accordance with paragraph (a) of subclause (1) of clause 3 of this Determination, and where the contract carrier elects not to cease work with the principal contractor, it will be the responsibility of the contract carrier to arrange wherever reasonably practical for the services of a substitute driver to operate his vehicle for a period not to exceed 3 months from the date of the approved driver becoming unable to work. Beyond such 3 months' period, the principal contractor may terminate any agreement with the contract carrier for the performance of any contract(s) of carriage.

- 5.6 In relation to any substitute driver:

- (a) to comply fully with the award;
- (b) to ensure, to the extent it is reasonably practical, such substitute driver complies with appropriate provisions of this Determination, is of neat and clean appearance, and does not commit misconduct; and
- (c) to advise such substitute driver of all things necessary to facilitate the performance of all contracts of carriage previously agreed by the contract carrier to be undertaken.

- 5.7 To advise the principal contractor of his inability to perform any contract of carriage previously agreed

to be performed by him, as early as possible and in any event at least one hour before his scheduled time of commencement of the contract of carriage; in circumstances where the contract carrier anticipates he will not be available to undertake any contracts of carriage on a normal working day, he shall advise the principal contractor thereof at the earliest reasonably possible opportunity.

- 5.8 Not to cease performing contract(s) of carriage on any day without first notifying the principal contractor, or his radio operator, of his intention so to do, and to co-operate with the principal contractor in arranging for the completion of any contract(s) of carriage already commenced by the contract carrier, but not completed, or the reallocation of any contract(s) of carriage, previously agreed by the contract carrier to be undertaken but not yet commenced.
- 5.9 Whilst undertaking or being available to undertake contracts of carriage, to maintain contact with the principal contractor by radio, which is installed in the vehicle, to keep it in the listening position (unless transmitting) while the base station is open and to inform the principal contractor as soon as possible when a radio unit installed in the vehicle requires servicing or repair.
- 5.10 Within a reasonable period (not exceeding 3 working days from the completion of any contract of carriage), to have delivered to the principal contractor all paperwork, freight notes and worksheets and any other document reasonably requested by the principal contractor, all correctly completed pertaining to all work performed by the contract carrier for the principal contractor. Unless excused by the principal contractor, every endeavour shall be made to obtain any required signature on the relevant documentation when goods are picked up and/or delivered, any damage or shortages to be noted. Contract carriers who fail, other than because of circumstances beyond their control, to comply with these undertakings shall not be entitled to any remuneration, including for safety net purposes, until such documentation is provided to the principal contractor.
 - 5.10.1 Where a client requests proof of delivery paperwork from a principal contractor, the contract carrier shall be required to provide that paperwork to the principal contractor within a reasonable time specified by the principal contractor. Failure to comply with this requirement shall not affect any entitlement of the contract carrier in relation to safety net or other remuneration.
 - 5.10.2 Continued failure to comply with this subclause may constitute grounds for termination of the engagement of the contract carrier by the principal contractor.
- 5.11 As soon as possible to report to the principal contractor any serious accident, or any accident which affects the performance by the contract carrier or any contract of carriage then being performed, or which the contract carrier has previously agreed to perform.
- 5.12 To advise the principal contractor of his intention to make any alterations to the equipment contained in or on his vehicle and not to make alterations to the equipment of the principal contractor without the prior consent of the principal contractor.
- 5.13 To carry out any reasonable and lawful requests of the principal contractor made in order to observe the requirements of customers as to the order in which contracts of carriage are performed.
- 5.14 To inform the principal contractor immediately, or at the earliest possible opportunity, if he is unable to effect pick-up or delivery of goods to be carried pursuant to a contract of carriage agreed to be performed by him.
- 5.15 To exercise all reasonable care and diligence in the carriage and safe keeping of goods in his charge. A contract carrier shall not have any lien over the goods carried by him and shall take every precaution to avoid any lien over such goods being exercised by a third party.
- 5.16 To observe the necessity for civility to customers.
- 5.17 Upon ceasing to perform contracts of carriage with a principal contractor, promptly to return to the principal contractor all uniforms and removable equipment and signs supplied by the principal contractor.

- 5.18 Where it is apparent to the contract carrier that goods to be carried pursuant to a contract of carriage are of a dangerous or hazardous nature, to notify the principal contractor of the nature of such goods and to comply with all relevant requirements of the Transport of Dangerous Goods Act and its related codes of practice.
- 5.19 Where it is apparent to the contract carrier that goods to be carried pursuant to a contract of carriage are not packed or wrapped in a proper and secure manner for carriage and/or are in a damaged or unsafe condition, to notify the principal contractor of the nature of such goods in all circumstances prior to continuation of the contract of carriage.
- 5.20 To comply with all Acts, Ordinances, Regulations and By-laws relating to the registration, third party insurance and general operation of the vehicle within New South Wales.
- 5.21 To account for any cheques or monies received on behalf of the principal contractor by the close of the next working day or as agreed between the contract carrier and the principal contractor. The contract carrier shall not be held responsible for fraudulent cheques collected by the contract carrier in good faith on behalf of the principal contractor.
- 5.22 To invoice and/or collect cash from customers and receive payment for the carriage of goods, unless the principal contractor has previously agreed to extend credit in respect thereof and has accordingly notified the contract carrier. In the event of any payment being refused, the contract carrier shall obtain further instructions from the principal contractor prior to effecting the pick-up(s) and/or delivery(s) of any goods for which payment is refused. The contract carrier's entitlement to any remuneration pursuant to this Determination for any work in respect of which he has failed to comply with this subclause shall be deferred until the matter has been resolved pursuant to clause 9 of this Determination.
- 5.23 To maintain proper accounts and records. A principal contractor may at all reasonable times inspect such accounts and records as relate directly to work performed by the contract carrier for the principal contractor.
- 5.24 Bicycle couriers shall, at all times that they are available to perform contracts of carriage, affix the identification numbers provided by the principal contractor in accordance with 6.11 on their back and on the frame of their bicycle in a manner that such numbers are clearly visible. Photographic identification provided by the principal contractor in accordance with 6.11 shall be worn or carried at all times by the bicycle courier.

Note: Any bag which covers in part or in whole any of the above mentioned numbers will have affixed to it an identification number.

6. RESPONSIBILITIES OF THE PRINCIPAL CONTRACTOR

The principal contractor shall undertake to observe all applicable obligations contained in this Determination and specifically:

- 6.1 If requested by the contract carrier, arrange, whenever practicable, for a representative of the principal contractor to attend accidents involving injury to person or property.
- 6.2 Advise contract carriers, prior to engagement for a contract of carriage, of urgent or special delivery instructions arranged for such contract of carriage, or as early as possible, if such instructions were not known at time of engagement.
- 6.3 Where goods of a dangerous or hazardous nature are to be carried, notify the contract carrier of the nature of such goods and both comply with and provide all reasonable assistance to the contract carrier to enable him to comply with, all relevant requirements of the *Transport of Dangerous Goods Act* and its related codes of practice.
- 6.4 At his option, supply and fit to the vehicle of a contract carrier a mobile radio at the principal contractor's expense, in which case:

- (a) maintenance and repairs to the radio shall be the responsibility of the principal contractor, except where repairs arise as the result of attributable negligence of the contract carrier, or caused by water leaking into the vehicle, in which event the reasonable cost of repair shall be paid by the contract carrier to the principal contractor;
 - (b) where the contract carrier changes his vehicle prior to the completion of twelve months regular undertaking of work with the principal contractor and using that vehicle, the cost of transferring the radio shall be paid by the contract carrier to the principal contractor; and
 - (c) nothing herein shall prevent a contract carrier from installing his own mobile radio in his vehicle, in which event the cost of installation and all maintenance and repairs thereof shall be the sole responsibility of the contract carrier and mobile radio crystals (or equivalent device) supplied by the principal contractor shall remain the property of the principal contractor.
- 6.5 At his option, and subject to agreement between the principal contractor and the contract carrier, paint and/or signwrite the contract carrier's vehicle in the principal contractor's colours at the principal contractor's expense.
- 6.6 Subject to subclause (5) above, at his option affix signs to and/or repaint the contract carrier's vehicle at the principal contractor's expense; the work shall be carried out by the principal contractor's workshop, or by, other personnel nominated by the principal contractor or agreed between the principal contractor and the contract carrier.
- 6.7 Subject to subclause (22) of clause 5 and subclause (3) of clause 12 hereof, pay the contract carrier during normal business hours the remuneration due to him not later than sixteen business days (that is, Monday to Friday, excluding public holidays) after the beginning of the accounting period observed by the principal contractor, which period shall not exceed two weeks in duration. The contract carrier shall be issued a statement of payments made that sets out the details prescribed in Clause 10 - Remuneration Records. Further, at the completion of each relevant 'top up' or probationary period, the principal contractor shall pay within fourteen (14) days any 'top up' payments as part of the complying with the safety net requirements, pursuant to subclause 12.2. (b).
- 6.8 Bear the cost of removing all equipment and signs supplied by the principal contractor (as contemplated by subclauses (5) and (6) above), and make good the affected areas of the vehicle in the case of a contract carrier ceasing to undertake contracts of carriage with the principal contractor, provided the contract carrier has first returned to the principal contractor all other equipment supplied by the principal contractor and makes his vehicle available for such changes within three working days (or such other agreed period) of ceasing to undertake contracts of carriage with the principal contractor, and provided further this clause shall not apply where the contract carrier has ceased to undertake contracts of carriage with the principal contractor either by reason of misconduct or at his own volition before completing a period of two consecutive years during which he has undertaken the performance of contracts of carriage with the principal contractor.
- 6.9 Advise the contract carrier, prior to engagement for any contract of carriage where credit has not been extended, that the contract carrier is to be responsible to collect cash payment, and shall specify the amount(s) to be collected on pick-up(s) and/or delivery(s).
- 6.10 Maintain proper accounts and records in accordance with Clause 10 - Remuneration Records.
- 6.11 In relation to bicycle couriers:
- Keep a legible register of all couriers engaged. The register shall contain the name, address, contact phone number and date of birth of each bicycle courier together with a courier identification number.
 - Provide each bicycle courier with a minimum of four copies of their identification number. Two copies of the identification numbers shall be in a form capable of being affixed/secured to the chest and back of their outer garment. One copy shall be in a form capable of being affixed to the frame of a bicycle. The remaining copy shall be in the form of a photo ID which will be worn/carried at all times

and which shall contain all of the information relating to the courier kept by the principal contractor in its register of bicycle couriers engaged, together with a recent photograph of the bicycle courier to whom the information relates. All identification numbers shall be made of durable weatherproof material, shall be clearly visible, and shall show the trading name of the principal contractor. The identification numbers to be worn on the courier's apparel and bicycle will be a minimum of fifteen (15) centimetres in both height and width.

- Failure to comply with 5.24 and/or 6.11 may constitute grounds for termination of the engagement of the bicycle courier by the principal contractor.

7. INSURANCES

7.1 The contract carrier shall, either by himself/herself, or, where agreed in writing, in co-operation with the principal contractor, obtain and maintain a policy of insurance acceptable to the principal contractor (whose consent shall not be unreasonably withheld) against:

- (a) all legal liability in respect of loss and/or damage arising through the act, neglect or default of the contract carrier, or his/her servants or agents, and shall otherwise indemnify the principal contractor against all such liability incurred by the principal contractor where the principal contractor is acting as agent for the contract carrier; and
- (b) any such liability incurred by the principal contractor in the event of goods in charge of the contract carrier (or any substitute driver or other persons engaged by him/her for whose actions he is responsible) being lost or damaged.

Where any of the above insurance policy(s) have been obtained and maintained by the contract carrier, such insurance policy(s) must, where required, include on annual renewal an attached schedule listing the full name and address of each and every contract carrier. Each contract carrier shall be given satisfactory proof that he/she has been insured for the required policies at the cost of the deductions made.

7.2 The contract carrier shall, either by himself/herself or, where agreed, in co-operation with the principal contractor, obtain and maintain:

- (a) a Public Liability Insurance Policy in the sum of \$5,000,000;
- (b) a Motor Vehicle Comprehensive Insurance Policy including Third Party Property Damage Cover in the sum of \$5,000,000;
- (c) a Workers' Compensation Insurance Policy to cover any persons who may from time to time be employed by the contract carrier.

7.3 Where the contract carrier is not, or is not deemed to be, for the purposes of the *Workers' Compensation Act* (NSW) a worker, the contract carrier shall, either by himself or (where agreed in writing signed by both the principal contractor and contract carrier) in co-operation with the principal contractor, obtain and maintain a Personal Accident and Sickness, or Earnings Protection, Insurance Policy. Such policy shall as a minimum be for the value of the labour component.

7.4 In respect of insurances of the kind referred to in subclause 7.1, 7.2, and 7.3 hereof obtained other than in co-operation with the principal contractor, the contract carrier shall ensure each such policy includes an indemnity of the principal contractor for any action of the contract carrier to which the policy applies and the appropriate extensions in respect of the carriage of dangerous goods.

7.5 Where the contract carrier is, or is deemed to be, for the purpose of the *Workers' Compensation Act* (N.S.W.), a worker, the principal contractor shall take out and maintain a Workers' Compensation Insurance Policy in respect of the contract carrier.

7.6 Each of the principal contractor and the contract carrier shall have an obligation to produce for inspection by the other, upon reasonable request, a copy of all insurance policies required hereby or otherwise agreed, to be effected and receipts for premiums in respect of the insurance period(s) then

current.

8. INSPECTIONS, BREACHES AND ENFORCEMENT

- 8.1 In the event of any suspected breach of this contract determination, any person holding an Authority relating to the class of work covered by this contract determination issued by the NSW Industrial Registry pursuant to the *Industrial Relations Act* 1996, as amended, may from time to time inspect any and all of the records required to be maintained by the principal contractor under Clause 6 and Clause 10 of this determination. Such inspection shall only take place within ordinary business hours.
- 8.2 Notwithstanding anything contained in this contract determination, no person shall be able to sight, inspect or copy any of the principal contractor's invoices and/or statements to clients.
- 8.3 Where a principal contractor does not keep remuneration records that comply with the requirements of Clause 10, Remuneration Records, then for the purpose of subclause 12(2)(b) (the safety net), the calculation for each contract carrier for whom remuneration records do not comply should be based upon the contract carrier having been engaged for a minimum of ten (10) hours engagement for each day worked during the period for which the remuneration records do not comply. Nothing in this subclause shall limit the legal rights of the contract carrier to seek recovery for any hours performed in excess of ten (10) hours on any day.

9. DISPUTES PROCEDURE

In the event of a question, dispute or difficulty arising between a contract carrier and a principal contractor:

- 9.1 The contract carrier or his Union Delegate or a representative of an Association of Contract Carriers acting with his authority, shall negotiate with the principal contractor or his nominated representative.
- 9.2 If the question, dispute or difficulty is not resolved, either party may refer the matter to an Organiser, or other Official, of the Union, or an Executive Officer for the time being of an Association referred to in the Definitions set out in clause 1 of this Determination, who may, either personally or by his nominated representative, endeavour to negotiate a settlement on the question, dispute or difficulty.
- 9.3 If negotiations contemplated in subclauses 9.1 and 9.2 above are unsuccessful, the parties may notify the dispute in accordance with the Act, or take the matter to such other person or body as may be agreed by the parties concerned to act as arbitrator.
- 9.4 At all times, whilst the steps referred to in subclauses 9.1 9.2 or 9.3 hereof are being pursued in good faith each of the principal contractor and the contract carrier concerned shall continue to abide by the terms of this Determination, and every endeavour shall be made by each to facilitate the undertaking of contracts of carriage in the normal manner.

10. REMUNERATION RECORDS

- 10.1 A principal contractor shall maintain, in the form of either Table (i) or Table (ii) set out at Clause A in Schedule V of this determination, remuneration records for each day of engagement within the pay period with respect to each contract carrier engaged by the principal contractor that as applicable will include the following records in columns within the table:
- (a) the date of each engagement;
 - (b) the name and fleet number of the contract carrier;
 - (c) the vehicle details (type, model, carrying capacity, registration number) used by the contract carrier;
 - (d) the records required to calculate the daily safety net hours in accordance with sub-clause 12.2 or exclusive hire hours in accordance with clause 15.

- (e) the job number or code allocated to the contract carrier by the principal contractor for each contract of carriage undertaken by the contract carrier;
 - (f) the type of service undertaken by the contract carrier for each contract of carriage (eg. standard, VIP, express etc.);
 - (g) where applicable, the suburbs of pick up and delivery and the kilometres of separation between each pick up point and point of delivery. Unless varied in accordance with subclause 12.1 such kilometres shall be as published by Transit Distribution System;
 - (h) all additional details pertaining to the contract of carriage which are necessary to calculate the remuneration owing to the contract carrier for each contract of carriage performed pursuant to subclause 12.1 (eg. where applied by a principal contractor flag fall, additional call, follow on, percentage, excess time, waiting time, weight, the number of items carried, hourly hire, zone rate, pallet rate, futile call, after hours rate, weekend rate etc.);
 - (i) the fee due to the contract carrier in relation to the performance of each contract of carriage.
- 10.2 For each pay period records shall be kept by the principal contractor, in the form of the table set out at Clause B in Schedule V of this determination, which show:
- (a) details of any deductions including tax;
 - (b) gross remuneration for the pay period; and
 - (c) cumulative earnings (including exclusive hire) and safety net hours up to the end of that pay period for the relevant safety net or probationary period pursuant to clause 12.2.
- 10.3 At the conclusion of each pay period the contract carrier shall be issued with a pay record, in the form of the tables set out at Clauses A and B of Schedule V of this determination, specifying those components of pay records in 10.1 and 10.2 which are applicable.
- 10.4 For each Safety Net/Probationary Period in accordance with clause 12.2 the principal contractor shall maintain all records used to calculate Safety Net Hours, including records generated by the contract carrier pursuant to subclause 5.10. The principal contractor shall provide the contract carrier with a copy of a summary sheet no later than 14 days after the completion of each Safety Net/Probationary Period that will set out:
- (a) The Period Covered;
 - (b) Daily Safety Net Hours (including the total time between allocation of the first contract of carriage and the completion of the last contract of carriage on each day, less any break);
 - (c) Total Time on exclusive hire;
 - (d) Total safety net/probationary hours;
 - (e) Gross remuneration paid;
 - (f) Calculated Minimum Safety Net (Total Safety Net Hours Multiplied by specified Schedule I rate); and
 - (g) Total Top-Up Payment Owing.
- 10.5 A contract carrier may at all reasonable times inspect those records that relate directly to
- work performed by the carrier; or
 - payments due or made to the carrier.

- 10.6 The principal contractor shall maintain (and a contract carrier may inspect) a copy of all service codes (eg. standard, VIP, express, hourly hire, etc.) utilised by the principal contractor, which relate to the full range of contracts of carriage performed by the contract carrier, together with a written explanation of these codes.

11. SENIORITY, INDUSTRIAL REPRESENTATIVE AND NO GUARANTEES

- 11.1 An engagement between a Principal Contractor and a Contract Carrier in relation to the performance of a contract of carriage, does not commit either the Principal Contractor or the Contract Carrier to enter into further contracts of carriage or guarantee any minimum remuneration other than provided for in Clause 12 - Remuneration.
- 11.2 Principal contractors shall, in the offering of runs to contract carriers, take into account:
- (a) the principles of seniority;
 - (b) vehicle type and capacity;
 - (c) where relevant, reliability and physical ability;
 - (d) compatibility with existing runs; and
 - (e) any agreed local rules, instructions and conditions.
- 11.3 The application of the principle of seniority (known in the transport industry as "last on -first off") shall apply when or where economic conditions or reduction in available contract work (for specific vehicle type or capacity), dictate.
- 11.4 Where a number of contract carriers with the same principal contractor are members of the Union, those contract carriers may elect one of them as a Union Delegate who shall, upon notification thereof to the principal contractor by an Official of the Union be recognised as the accredited on site representative of the aforesaid contract carriers who are Union members.
- 11.5 Where a number of contract carriers with the same principal contractor are members of an Association of contract carriers those contract carriers may elect one of them as their Nominated Representative who shall, upon notification thereof to the principal contractor and the Association be recognised as the Nominated Representative for the aforesaid contract carriers who are Association members.
- 11.6 Where a principal contractor intends to engage non-regular contract carriers to undertake contracts of carriage, he/she may do so after advising the Union Delegate and/or the Association Nominated Representative, as applicable, having due regard as to the likely effect of such engagements on the remuneration of the regular contract carriers with the principal contractor.

12. REMUNERATION

NOTE:

- All persons, partnerships, and companies engaged under this determination as contract carriers are independent contractors.
- This remuneration clause is structured to provide incentives to the contract carrier together with access to a range of income earning opportunities. It also provides the Principal Contractor with flexibility to meet customer needs and the ability to enhance efficiency within the industry as a whole.
- Rates of remuneration payable to carriers pursuant to clauses 12. Remuneration and 15. Exclusive Hire of Part A of this determination together with the rates prescribed in schedules I, II and III of Part B shall be exclusive of GST. A separate amount equal to 10% of the value of the remuneration payable shall be paid by the principal contractor to the carrier if GST applies to the contracts of

carriage [the GST amount]. The GST amount shall not be construed as an increase in the rates of remuneration. The total fee payable to the contract carrier by the principal contractor pursuant to contracts of carriage shall be the sum of the remuneration payable and the GST Amount.

12.1 Incentive Systems

The principal contractor may on any assignment engage contract carriers under incentive systems of remuneration as follows:

12.1.1 by an incentive scheme specified by the principal contractor and advised to the contract carrier at the time of engagement. Incentive schemes determined under this sub-clause shall:

- 12.1.1.1 clearly state the specific payment for the types of transport services required of the contract carrier, including pickup and delivery time standards where such times affect payment;
- 12.1.1.2 where multiple hiring occurs, namely any partial or complete coincidental performance of two or more contracts of carriage, precise payment terms must be separately specified if these services are paid differently to the payment for a single service;
- 12.1.1.3 details of the incentive schemes utilised under this sub-clause must be included in the pay records of any contract carrier remunerated in this manner.

12.1.2 The minimum rates of remuneration set out in Schedule III may be specified by the principal contractor as the incentive scheme and if specified to be the incentive scheme must be paid for each and every contract of carriage in accordance with the following:

- 12.1.2.1 A higher than minimum rate of remuneration paid for any contract of carriage shall not be used as a set-off to allow a lower than minimum rate of remuneration to be paid on any other contract of carriage; the practice known in the courier and taxi-truck industry as "overs and unders" is hereby expressly prohibited.
- 12.1.2.2 A principal contractor who elects to pay remuneration pursuant to Schedule III shall pay to the contract carrier for each contract of carriage for courier and taxi truck work the minimum rate of remuneration calculated by multiplying the unit rate shown in Schedule III by the number of units in Schedule III applicable to the class of contract of carriage for each of the factors, as and where applicable.
- 12.1.2.3 Nothing in this clause shall be taken as providing that it is mandatory that a principal contractor shall adopt Schedule III or detract from the rights of a principal contractor to adopts an incentive scheme pursuant to subclause 12.1.1 of this clause.

12.1.3 The incentive scheme specified by a principal contractor shall be:

- 12.1.3.1 Provided in writing to affected contract carriers; and
- 12.1.3.2 Clearly state the specific payment for the types of contracts of carriage to be performed by the contract carrier. Further, details of the incentive schemes utilised under this clause must be included in the pay records of any contract carrier remunerated in this manner.

12.1.4 A principal contractor may only vary the specified incentive scheme method of payment by further written notice of 7 days.

12.1.5 Any payment to contract carriers in accordance with subclause 12.1.1 or 12.1.2 shall be subject to the Safety Net provided for in sub-clause 12.2.

12.2 Safety Net

12.2.1 The minimum payment due to a contract carrier over the period of 2 months as specified in subclause 12.2.8 shall be calculated by adding the Daily Safety Net entitlement as determined in accordance with 12.2.1.1 together with the minimum remuneration earned pursuant to Clause 15, Exclusive Hire (for all hours engaged on such work) over that two month period.

12.2.1.1 Calculation of Daily Safety Net Hours

12.2.1.1.1 Subject to sub-clause 12.2.1.1.2 the relevant hourly rate set out in Schedule I for each hour or part thereof as determined by the period of time on any working day after the first job has been allocated and the contract carrier commences to travel in order to pick-up the first job of the day until the time of delivery of the final completed contract of carriage on that same day.

12.2.1.1.2 Should a working day commence with a contract carrier completing a delivery held over night by the contract carrier, the calculation of the safety net hours on that working day shall commence from the earlier of either:

- the time the contract carrier commences to travel in order to effect the delivery held over night; or
- the time the contract carrier commences to travel to effect that working day's first contract of carriage (being a contract of carriage allocated prior to the contract carrier commencing to travel to effect the delivery held over night).

12.2.2 Any disputes in relation to the time of allocation of the first contract of carriage, the completion of the last contract of carriage, the completion of the last contract of carriage or any breaks taken by a contract carrier on any working day shall be determined in accordance with clause 9 - Dispute Procedure.

In the event of such dispute particular regard shall be had to the contract carriers daily run sheet (or other such records within the carriers possession) and information that may be ascertained from the establishment of first pickup or last delivery.

Provided that the deliberate falsification of the records that a contract carrier is required to make and provide to the principal contractor pursuant to subclause 5.10 shall be grounds for immediate termination of the contract carrier.

12.2.3 The Safety Net shall exclude periods of mechanical breakdown and/or any other period when the contract carrier is not available to perform contracts of carriage on any day including any meal or sustenance break taken by the contract carrier or any other reason at the initiation of the contract carrier.

12.2.4 On any day where a contract carrier is paid only under Clause 15 - Exclusive Hire the safety net calculation provided for in 12.2.1.1 shall have no application.

12.2.5 When a contract carrier is first engaged with a principal contractor the safety net payable in accordance with this Clause shall, during the first 6 weeks of service with that principal contractor, be limited to a maximum of 7 hours on any day at the probationary rates set out in Schedule II. This sub-clause does not preclude a new contract carrier working more than 7 hours on any day. Provided that this probationary provision shall have no application to a contract carrier providing a vehicle of greater than 3 tonnes carrying capacity.

12.2.6 Subject to sub-clause 12.2.5, the Safety Net shall only be paid where, over the relevant two month period, the total earnings of the contract carrier are less than the payment arising under the

Safety Net.

12.2.7 Where, during a relevant 2 month period or a probationary period a contract carrier is consistently failing to generate remuneration at the level of Safety Net the principal contractor may counsel the contract carrier in relation to the contract carrier's performance.

12.2.8 In each year the two month periods shall be:

- (A) from 1 January up to but not including 1 March;
- (B) from 1 March up to but not including 1 May;
- (C) from 1 May up to but not including 1 July;
- (D) from 1 July up to but not including 1 September;
- (E) from 1 September up to but not including 1 November;
- (F) from 1 November up to but not including 1 January.

Provided that a principal contractor may determine the two months period to commence at beginning of first accounting period observed by the principal contractor that commences on or after the beginning of each two month period referred to in this sub-clause and conclude at the end of the last accounting period to commence prior to the end of each two month period referred to in this sub-clause.

12.2.9 For the purpose of determining safety net entitlements of a contract carrier a principal contractor shall include all associated courier and taxi truck businesses or companies of the principal contractor.

12.3 The principal contractor shall be entitled to deduct and retain from any remuneration the contract carrier is entitled to receive:

12.3.1 any amounts payable to the principal contractor by the contract carrier pursuant to this contract determination, provided that the contract carrier has first given written authority to the principal contractor specifying the nature and the amounts which may be so deducted; and/or

12.3.2 a maximum of the sum of five hundred dollars in the event of the contract carrier ceasing to perform further contracts of carriage with the principal contractor. Such sum may be withheld for the minimum period reasonably necessary to enable a final adjustment of the amount to which the contract carrier is then entitled, pursuant to this contract determination, and in any event for a maximum of six (6) weeks from the date of completion of the last contract of carriage performed by the contract carrier.

12.4 The following deductions are not permitted, whether by agreement or otherwise:

- Radio or radio accessory fees or charges.
- Fees or charges for on-board computers or display screens or mobile data units or similar equipment, or for computer consumables.
- Administration fees.
- Contributions towards bonus schemes.

13. GENERAL

13.1 Before replacing any vehicle normally used by him in undertaking contracts of carriage with a principal contractor, a contract carrier shall, not less than 1 month prior to such intended replacement, notify the principal contractor of his intention to so replace the vehicle, and discuss with the principal contractor the type of replacement vehicle proposed to be obtained.

13.2 If at any time a principal contractor reasonably considers the vehicle normally used by a contract carrier in the performance of contracts of carriage with the principal contractor is unsuitable for such work, the

principal contractor may so advise the contract carrier, and may request the contract carrier to obtain a replacement vehicle within such time as is agreed between the contract carrier and the principal contractor, in default of agreement, within such period as the principal contractor reasonably requires, being not less than 6 weeks hence. In the event of the contract carrier believing himself to be unreasonably disadvantaged by such request, the matter shall be dealt with in accordance with clause 9 - Disputes Procedure, hereof.

- 13.3 All contracts of carriage performed by a contract carrier with a principal contractor shall be treated as individual contracts of carriage, irrespective of whether they are performed concurrently or consecutively. The contract carrier shall be entitled to remuneration for each contract of carriage performed.
- 13.4 Notwithstanding anything contained in this contract determination the relationship between a contract carrier and a principal contractor shall be that of independent contractors and not master and servant.
- 13.5 No contract carrier shall be engaged to perform work who does not supply a vehicle approved by the principal contractor or who, personally, is not approved by the principal contractor.
- 13.6 When a contract carrier is not a natural person, then for the purposes of this Determination, any act, default or misconduct by any person performing work on behalf of the contract carrier under a contract of carriage to which the contract carrier is a party, shall be deemed to be the act, default or misconduct of the contract carrier.

14. ADDITIONAL PROVISIONS

The following subclauses (1) to (11) inclusive, shall apply as conditions to be observed by contract carriers and principal contractors where the alternative set out in paragraph (a) of subclause (1) of clause 5 hereof is adopted:

- 14.1 The principal contractor in conjunction with the Union Delegate may investigate an excessive claims record of a contract carrier in respect of loss of or, damage to goods. A contract carrier whose claims record is excessive may be terminated by the principal contractor subject to prior discussion having taken place between the principal contractor and the union.
- 14.2 Where a contract carrier commits misconduct, the principal contractor may elect to discontinue immediately to offer further contracts of carriage to the contract carrier. An inquiry, if requested, will be held thereafter within one normal working day by the principal contractor, union delegate and, if available, a representative of the union.
- 14.3 Unless otherwise agreed between the principal contractor and the contract carrier, the contract carrier shall provide the principal contractor with seven days' notice of his intention to discontinue contracts of carriage with the principal contractor. During this period the principal contractor shall have the right to travel a learner (who shall be an employee of, or a contract carrier with, the principal contractor) with the contract carrier for the purposes of familiarisation.
- 14.4 Subject to the provisions contained in subclauses (6) to (11) inclusive hereof, the principal contractor has the right to specify the class of vehicle which he requires to be used by the contract carrier in undertaking work for the principal contractor.
- 14.5 Provided that the contract carrier has not without the approval of the principal contractor replaced the vehicle which he has been using to undertake work for the principal contractor during a period of two years prior to this Determination coming into operation or during such lesser period for which the contract carrier has been undertaking work for the principal contractor, then the vehicle being used by the contract carrier in undertaking work for the principal contractor at the date when this Determination comes into operation shall be deemed to be of the class specified by the principal contractor. In the event that the contract carrier has during the period specified in this subclause changed the vehicle without the approval of the principal contractor, the principal contractor has the right to specify the class of the vehicle, which he requires.

- 14.6 The contract carrier shall not replace the vehicle he is using to undertake work for the principal contractor without obtaining the prior consent of the principal contractor. Where it is agreed between the principal contractor and the contract carrier that a vehicle in use by the contract carrier needs to be replaced then the principal contractor shall have the right to specify the class of the vehicle he requires to be used by the contract carrier in undertaking work for the principal contractor.
- 14.7 In the case of contracts of carriage entered into for the first time subsequent to this Determination coming into operation the principal contractor shall have the right to specify the class of the vehicle, which he requires to be used by the contract carrier in undertaking work for the principal contractor.
- 14.8 The principal contractor has the right to specify more than one class of vehicle to be used in undertaking work for the principal contractor by different contract carriers engaged in the same yard. Where several contract carriers undertake work for the principal contractor, and such work is identical in nature the principal contractor shall specify one class for the vehicles of the contract carriers undertaking work for the principal contractor.
- 14.9 If the principal contractor at any time considers that the vehicle of the contract carrier being used to undertake work for the principal contractor is not acceptable for undertaking further work he may give to the contract carrier six weeks' notice that the vehicle is to be replaced.
- 14.10 A principal contractor shall not be obliged to enter into contracts of carriage with a contract carrier who proposes to use a vehicle, which is not in accordance with the specification of the principal contractor as to class of vehicle.
- 14.11 Where there arises any question, dispute or difficulty between the principal contractor and the contract carrier with regard to the provisions contained in this clause, the provisions of clause 9 - Disputes Procedure, shall apply.

15. EXCLUSIVE HIRE

- 15.1 Where the contract carrier is performing work on exclusive hire, the contract carrier shall be paid as a minimum the hourly rate provided for in Schedule I, plus 4.5% for the relevant class of vehicle. Subject to subclauses 15.2 and 15.3 the relevant rate shall be paid as a minimum for all time between the commencement of work on exclusive hire until the completion of such work, whether or not during that period the contract carrier is actually carrying goods on the vehicle (i.e. "continuous hire"). For the purposes of this clause, time shall be calculated to the next quarter of an hour.
- 15.2 Wherever a contract carrier is performing work under exclusive hire, the contract carrier shall be paid for at least one hour's work, irrespective of whether this time was actually worked.
- 15.3 The application of the safety net to contract carriers engaged on exclusive hire is subject to clause 12.2.4.

16. INDUCTION TRAINING

- 16.1 Prior to, or at any stage up to 14 days after the date that the contract carrier first performs work for the principal contractor within clause 2 of this determination, the principal contractor shall train the contract carrier in:
- 16.1.1 occupational health and safety;
- 16.1.2 vocational skills;
- 16.1.3 other professional training; and
- 16.1.4 industrial rights.

Provided that a contract carrier who has previously undertaken an approved course pursuant to subclause 16.2 or 16.3 shall not be required to undertake a further induction course.

- 16.2 Subject to subclause 16.3 such course shall be the Certificate I in Transport and Distribution (Road Transport) and shall be conducted by DECA or other equivalent training provider. The training in industrial rights shall include, but not be limited to viewing the training video, which is entitled "Industrial Rights of NSW Couriers and Principal Contractors". The principal contractor shall pay for the expense of the course with respect to sub-clauses 16.1.1 to 16.1.3, provided that the contract carrier is responsible for paying the training provider for any additional expense with respect to their training in industrial rights pursuant to sub-clause 16.1.4, up to a maximum amount of \$30.00.
- 16.3 A principal contractor may elect to use an enterprise specific induction training course and in such case shall be exempted from all the provisions in Clause 16 provided that:
- 16.3.1 the course covers all matters contained in subclause 16.1. Further, the conditions of the proposed induction course shall, in all aspects, be no less than the induction-training course provided for in subclause 16.2;
- 16.3.2 the principal contractor shall forward by certified mail a copy of the proposed induction course to the union; and
- 16.3.3 the principal contractor shall be exempted from clause 16.2 twenty one (21) days after complying with clause 16.3.1;
- 16.3.4 within the 21 day period referred to in clause 16.3.3 the union may notify the principal contractor of any aspect of the training course that it considers does not meet the requirements of clause 16.1. Where such notification is given, the union and the principal contractor shall confer in an effort to resolve their different views.
- 16.4 Disagreements about the operation of this clause may be referred to the Transport Industry - Courier and Taxi Truck Industrial Committee or progressed in accordance with Clause 9 - Disputes Procedure of this Determination.
- 16.5 For the purposes of this clause the following definitions apply, in addition to Clause 1:

"DECA" means the Driver Education Centre of Australia.

"The training video" refers to the multi-media production entitled "Industrial Rights of NSW Couriers and Principal Contractors" (as varied from time to time) the intellectual property rights of which are owned by the Union and developed by Summerhill Media on behalf of the Union.

17. LEAVE RESERVED

- 17.1 Leave is reserved to any party to apply in relation to a costing model and a formula to vary the rates of remuneration.
- 17.2 Leave is reserved to the Transport Workers Union to make application in relation to the following assumptions pertaining to the rates of remuneration:
- The application of a 38 hour week divisor to the safety net;
 - Hours worked and kilometres travelled each day;
 - The minimum rates of remuneration for exclusive hire and the method for adjustment of those rates;
 - Administrative Overhead Costs borne by the contract carrier.
- 17.3 Leave is reserved to Principal Contractors to make application in relation to:
- private usage of motor vehicles;
 - fleet discounting.

18. SAVINGS CLAUSE

Nothing in this Determination shall be construed so as to require the reduction, or alteration, of more advantageous rates or methods of remuneration, or conditions of engagement, to which a contract carrier may be entitled under an existing agreement with a principal contractor. Nothing in this clause, of itself, shall continue in operation any previous rates of methods of remuneration, or conditions of engagement.

PART B

Notes

1. In this part:
 - "Rate A", where it appears refers to the rate of pay payable effective from the beginning of the first accounting period observed by the principal contractor to commence on or 1 November 2000;
 - "Rate B", where it appears refers to the rate of pay payable effective from the beginning of the first accounting period observed by the principal contractor to commence on or after 1 September 2001; and
 - "Rate C", where it appears refers to the rate of pay payable effective from the beginning of the first accounting period observed by the principal contractor to commence on or after 1 November 2002.
2. Rates of remuneration payable to carriers pursuant to clauses 12. Remuneration and 15. Exclusive Hire of Part A of this determination together with the rates prescribed in schedules I, II and III of Part B shall be exclusive of GST. A separate amount equal to 10% of the value of the remuneration payable shall be paid by the principal contractor to the carrier if GST applies to the contracts of carriage [the GST amount]. The GST amount shall not be construed as an increase in the rates of remuneration. The total fee payable to the contract carrier by the principal contractor pursuant to contracts of carriage shall be the sum of the remuneration payable and the GST Amount.

Schedule I

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

<i>Class of Vehicle</i>	<i>Minimum Safety Net Payment Rate Per Hour</i>		
	Rate A	Rate B	Rate C
Bicycles	\$14.50	\$15.25	\$16.00
Motor Cycles	\$18.25	\$19.15	\$20.00
Passenger Motor Vehicles (Hatchbacks, Station Wagons and Sedans) up to 750 kg carrying capacity	\$20.50	\$21.45	\$22.45
Motor cars, vans, utilities, trucks and other rigid vehicles at - <i>Carrying capacity:</i>			
Up to 1.5 tonne	\$21.00	\$22.00	\$23.00
Over 1.5 and up to 3 tonnes	\$22.05	\$23.10	\$24.15
Over 3 and up to 4.5 tonnes	\$25.20	\$26.40	\$27.60

Schedule II

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

<i>Class of Vehicle</i>	<i>Minimum Safety Net Payment Rate Per Hour</i>
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	Rate A	Rate B	Rate C
Bicycles	13.50	14.25	15.00
Motor Cycles	18.00	18.50	19.00
All other vehicles up to and including 3 tonnes carrying capacity	20.20	20.75	21.50

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

Class of Contract of Carriage	Flag Fall	Per Additional Call	Excess Time per 5 mins	Km Rate per km
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Adopted Unit Rate "Rate A" = 22.0 cents "Rate B" = 22.5 cents "Rate C" = 23.5 cents	Number of Units
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1. Standard Service			After 10 mins	Min 2 kms = 4 units
(a) Documents up to 2 kgs carried by				
Bicycle	13	13	5	1
Motorcycle		14	7	2
City of Sydney	14			
Other suburbs	12			
(b) Other documents & small parcels		14	7	2
Up to 25kgs-				
City of Sydney	16			
Other suburbs	14	14	7	2
Above 25kgs-				
26 - 50kgs	20			
51 - 75kgs	24			
76 - 100kgs	28			
101 - 125kgs	32			
126 - 250 kgs	36			
(c) Taxi Trucks (1)-		14	7	2
251 - 500kgs	65			
501 - 1000kgs	70			
1001 - 1500kg	80			
1501 - 2000kg	90			

(d) Taxi Trucks (2)-		14	7	3
2001 - 4000kg	140			
4001 - 4500kg	190			
2. Express /Priority /VIP Service			After 10 mins	Min 2 kms = 8 units
(a) Documents up to 2kgs carried by				
bicycle	26	13	5	2
motorcycle -		14	7	4
Other suburbs	24			
(b) Other documents & small parcels				
Up to 25kgs				
City of Sydney	32	14	7	4
Other suburbs	28	14	7	4
Above 25kgs				
26 - 50 kgs	34			
51 - 75 kgs	38			
76 - 100 kgs	42			
101 - 125 kgs	46			
126 - 250 kgs	50			

B HOURLY AND/OR RUN HIRE

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

Dollar Conversion of the Schedule III

RATE "A" (On and from 1 November 2000)

Class of Contract of	Flag Fall	Per Additional	Excess Time per	Km Rate per km
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Carriage		Call	5 Minutes	
Adopted Unit Rate	Dollar Conversion			
Rate "A" = 22.0 cents				
1. Standard Service	\$	\$	After 10 Minutes \$	Min 2 kms = 4 units.
(a) Documents up to 2 kgs carried by				
Bicycle	2.86	2.86	1.10	0.22
Motorcycle		3.08	1.54	0.44
City of Sydney	3.08			
Other suburbs	2.64			
(b) Other documents & small parcels				
Up to 25kgs- City of Sydney	3.52	3.08	1.54	0.44
Other suburbs	3.08			
Above 25kgs- 26 - 50kgs	4.40	3.08	1.54	0.44
51 - 75kgs	5.28			
76 - 100kgs	6.16			
101 - 125kgs	7.04			
126 - 250 kgs	7.92			
(c) Taxi Trucks (1)-		3.08	After 30 Minutes 1.54	0.44
251 - 500kgs	14.30			
501 - 1000kgs	15.40			
1001 - 1500kg	17.60			
1501 - 2000kg	19.80			
(d) Taxi Trucks (2)-		3.08	1.54	0.66
2001 - 4000kg	30.80			
4001 - 4500kg	41.80			
2. Express /Priority /VIP Service			After 10 Minutes	Min 2 kms = 8 units
(a) Documents up to 2kgs carried by				
bicycle	5.72	2.86	1.10	0.44
motorcycle -		3.08	1.54	0.88
City of Sydney	6.16			

Other suburbs	5.28			
(b) Other documents & small parcels				
Up to 25kgs		3.08	1.54	0.88
City of Sydney	7.04			
Other suburbs	6.16			
Above 25kgs		3.08	1.54	0.88
26 - 50 kgs	7.48			
51 - 75 kgs	8.36			
76 - 100 kgs	9.24			
101 - 125 kgs	10.12			
126 - 250 kgs	11.00			

Rate "B"
(on and from 1 September 2001)

Class of Contract of	Flag Fall	Per Additional Call	Excess Time per	Km Rate
Carriage			5 Minutes	per km

Adopted Unit Rate	
"Rate B" = 22.5 cents	Dollar Conversion

1. Standard Service			After 10 Minutes	Min 2 kms = 4
	\$	\$	\$	units.
(a) Documents up to 2 kgs carried by				
Bicycle	2.93	2.93	1.13	0.23
Motorcycle		3.15	1.58	0.45
City of Sydney	3.15			
Other suburbs	2.70			
(b) Other documents & small parcels				
Up to 25kgs-		3.15	1.58	0.45
City of Sydney	3.60			
Other suburbs	3.15			
Above 25kgs-		3.15	1.58	0.45
26 - 50kgs	4.50			
51 - 75kgs	5.40			
76 - 100kgs	6.30			
101 - 125kgs	7.20			
126 - 250 kgs	8.10			
(c) Taxi Trucks (1)-		3.15	After 30 Minutes 1.58	0.45

251 - 500kgs	14.63			
501 - 1000kgs	15.75			
1001 - 1500kg	18.00			
1501 - 2000kg	20.25			
(d) Taxi Trucks (2)-		3.15	1.58	0.68
2001 - 4000kg	31.50			
4001 - 4500kg	42.75			
2. <i>Express /Priority /VIP Service</i>			After 10 Minutes	Min 2 kms = 8 units
(a) Documents up to 2kgs carried by				
bicycle	5.85	2.93	1.13	0.45
motorcycle - City of Sydney	6.30	3.15	1.58	0.90
Other suburbs	5.40			
(b) Other documents & small parcels				
Up to 25kgs City of Sydney	7.20	3.15	1.58	0.90
Other suburbs	6.30			
Above 25kgs		3.15	1.58	0.90
26 - 50 kgs	7.65			
51 - 75 kgs	8.55			
76 - 100 kgs	9.45			
101 - 125 kgs	10.35			
126 - 250 kgs	11.25			

Rate C
(on and from 1 November 2002)

Class of Contract of Carriage	Flag Fall	Per Additional Call	Excess Time per 5 Minutes	Km Rate per km
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Adopted Unit Rate "Rate C" = 23.5 cents	Dollar Conversion
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1. Standard Service	\$	\$	After 10 Minutes \$	Min 2 kms = 4 units.
(a) Documents up to 2 kgs carried by				
Bicycle	3.06	3.06	1.18	0.235
Motorcycle		3.29	1.65	0.47
City of Sydney	3.29			

Other suburbs	2.82			
(b) Other documents & small parcels				
Up to 25kgs- City of Sydney Other suburbs	3.76 3.29	3.29	1.65	0.47
Above 25kgs- 26 - 50kgs 51 - 75kgs 76 - 100kgs 101 - 125kgs 126 - 250 kgs	4.70 5.64 6.58 7.52 8.46	3.29	1.65	0.47
(c) Taxi Trucks (1)-		3.29	After 30 Minutes 1.65	0.47
251 - 500kgs 501 - 1000kgs 1001 - 1500kg 1501 - 2000kg	15.28 16.45 18.80 21.15			
(d) Taxi Trucks (2)-		3.29	1.65	0.71
2001 - 4000kg 4001 - 4500kg	32.90 44.65			
2. Express /Priority /VIP			After 10 Minutes	Min 2 kms = 8
Service				units
(a) Documents up to 2kgs carried by				
Bicycle	6.11	3.06	1.18	0.47
Motorcycle -		3.29	1.65	0.94
City of Sydney Other suburbs	6.58 5.64			
(b) Other documents & small parcels				
Up to 25kgs City of Sydney Other suburbs	7.52 6.58	3.29	1.65	0.94
Above 25kgs 26 - 50 kgs 51 - 75 kgs 76 - 100 kgs 101 - 125 kgs 126 - 250 kgs	7.99 8.93 9.87 10.81 11.75	3.29	1.65	0.94

Schedule IV

Procedure and Time for Adjustment of Rates and Amounts

[Note: Leave is reserved to insert a Procedure and time for Adjustment of Rates and Amounts]

Schedule V

The principal contractor shall maintain the records required by clause 10 in the following forms:

A. Contract Carrier Details and Daily RecordsTable (i)

Date:	Personal Name : Business Name :	Fleet No.:
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Vehicle Type :	Model :	Registration No. :	Carrying Capacity :
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Job No. or Code	Service Code	From	To	Km	Additional Contract Details (cl. 10(i)(h))	Fee \$

Safety Net/Probationary Hours

Safety Net Hours Start Time =	Safety Net Hours Finish Time =	Total Safety Net Hours =
Starting time of break =	Finishing time of break =	Total Time Spent on Breaks =

Exclusive Hire Hours

Start Time =	Finish time =	Total time engagements =	between	Total Exclusive Hire Hours =
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Personal Name : Business Name :	Fleet No. :
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[illegible]

B. Pay Period (Weekly/Fortnightly) Records

Contract Carrier (Name):	Pay Period:
Total Gross Remuneration	
Fuel Surcharge Amount	
Tax Deducted	
Other Deductions (Specify)	
Cumulative Safety Net Hours	
Cumulative Safety Net Remuneration	
Cumulative Exclusive Hire Remuneration	

Schedule VI**Fuel Levy**

1. In addition to all other remuneration received by the contract carrier the principal contractor shall pay the carrier an additional amount as a fuel levy. The fuel levy amount shall be equal to 2.0% of the carrier's gross remuneration for each pay period observed by the principal contractor.
2. The principal contractor shall not offset the fuel surcharge amount against any remuneration payable to the carrier or use the fuel surcharge amount in the calculation of the carrier's safety net entitlements.
3. The fuel levy amount shall be paid to the carrier at the same time that the principal contractor pays the carrier remuneration for the pay period observed by the principal contractor. The principal contractor shall specify the fuel levy amount paid to the carrier on the pay record issued to the carrier pursuant to clause B of Schedule V to this determination.
4. On and from 9 April leave is reserved to the parties to make application for the abolition, reduction or increase to the fuel levy if the Caltex Metro Card Price for unleaded petrol exceeds \$1.00 per litre (excluding GST) or is less than \$0.82 (excluding GST) per litre for five consecutive days.
5. This variation shall operate on and from 1 January 2001 until 9 April 2001

P. J. Connor, Commissioner

Printed by the authority of the Industrial Registrar.

REAL ESTATE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1231 of 2001)

Before Commissioner Patterson

18 June 2001

REVIEWED AWARD**PART A****COMMON PROVISIONS**

CLAUSE NUMBER	SUBJECT MATTER
1.	SCOPE OF PART A
2.	ANTI-DISCRIMINATION
3.	DEFINITIONS
4.	TERMS OF EMPLOYMENT
5.	STRUCTURAL EFFICIENCY
6.	DUTIES OF EMPLOYEES
7.	EXPENSES
8.	MEAL BREAK
9.	MOBILE TELEPHONES
10.	UNIFORMS
11.	EMPLOYMENT AGREEMENTS
12.	SALESPERSONS COMMISSION
13.	ANNUAL HOLIDAYS
14.	LONG SERVICE LEAVE
15.	SUPERANNUATION
16.	SICK LEAVE
16A.	PERSONAL/CARERS LEAVE
17.	REDUNDANCY
18.	GRIEVANCE PROCEDURE
19.	AREA, INCIDENCE AND DURATION

PART B**SALESPERSONS (WHOLLY OR PARTLY SALARIED), PROPERTY MANAGERS, PROPERTY OFFICERS AND LICENSEES-IN-CHARGE**

CLAUSE NUMBER	SUBJECT MATTER
20.	SCOPE OF PART B
21.	REMUNERATION - GENERAL
22.	REMUNERATION - SALESPERSONS
23.	REMUNERATION - PROPERTY MANAGERS
24.	REMUNERATION - PROPERTY OFFICERS
25.	REMUNERATION - LICENSEES-IN-CHARGE
26.	REMUNERATION-PROBATIONARY SALESPERSONS
27.	PART-TIME EMPLOYEES
28.	CASUAL EMPLOYEES
29.	ROSTERED DAYS OFF - SALESPERSONS AND

	LICENSEES-IN-CHARGE
30.	ROSTERED DAYS OFF - PROPERTY MANAGERS AND PROPERTY OFFICERS
31.	LOCOMOTION
32.	TELEPHONE
33.	ANNUAL LEAVE LOADING
34.	PUBLIC HOLIDAYS
35.	JURY SERVICE
36.	COMPASSIONATE LEAVE
37.	EXEMPTIONS

PART C**COMMISSION ONLY SALESPERSONS**

CLAUSE NUMBER	SUBJECT MATTER
38.	SCOPE OF PART C
39.	EXCLUSION
40.	ALTERNATIVE FORM OF EMPLOYMENT
41.	EMPLOYEE
42.	APPLICATION OF CERTAIN BENEFITS
43.	REMUNERATION
44.	ROSTERED DAYS OFF

PART D**SCHEDULES**

1.	EMPLOYMENT AGREEMENT
2.	CERTIFICATE OF EXEMPTION
3.	EMPLOYEE'S TRAVEL SCHEDULE

PART E**RATES OF PAY**

TABLE 1 - RATES OF PAY

TABLE 2 - OTHER RATES AND ALLOWANCES

PART A**COMMON PROVISIONS****1. SCOPE OF PART A**

This PART shall apply generally in this award. Where a provision in this Part is in conflict with a provision of Parts B or C the provision in Parts B or C shall prevail.

2. 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 legislation referred to in this clause.

NOTES:

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

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

3. DEFINITIONS

Unless the context of the award otherwise requires:

- (a) "Builder" shall mean any person or company licensed by the Building Services Corporation of New South Wales.
- (b) "Casual employee" shall mean an employee engaged and paid as such.
- (c) "Employee" shall include all salespersons however employed, property managers, property officers, licensees-in-charge and apprentices.
- (d) "Employer" shall mean real estate agent, stock and station agent, business agent, strata managing agent, builder, property developer, auctioneer or any other person employing salespersons.
- (e) "Licensee-in-Charge" shall mean an employee who is a holder of a licence under the *Property Stock and Business Agents Act 1941* (NSW) who is employed as the person in charge of a place of business as required by Sections 20 and 21 of the said Act.
- (f) "Part-time Employee" shall mean a salesperson, property manager or property officer who, in the case of a part-time salesperson regularly works fewer than five days a week, or, in the case of a part-time property manager or property officer, is engaged for a minimum of 3 hours for each start.
- (g) "Probationary Salesperson" shall mean any person employed as a salesperson and who has been so employed for a period of not more than six months as a salesperson in the real estate industry.
- (h) "Property Management Functions" shall include:

- (i) selection of tenants
collection of rents
payment of outgoings
accounting to the owner
care and maintenance of the structure and its equipment
preparation of management agency agreement
negotiation of lease terms and conditions
preparation of Residential Tenancy Agreement
liaison with owners of property
taking inventory prior to occupancy
inspecting property prior to termination of tenancy
inspecting property prior to occupancy
preparation of Rental Bond Board documents
checking and collection of arrears of rent
preparation and execution of termination notice
preparation and registration of lease agreement
reporting regularly to owners on conditions of property
reporting to owners on market conditions e.g. rental levels
appraising properties for rental
liaison with tradesmen
arranging and checking repairs
checking invoices
arranging connection of power
inspecting properties to determine repairs needed
preparing budget for Owners Corporation
attending meetings of the Executive Committee of the Owners Corporation or the Owners Corporation
collecting contributions of maintenance and sinking funds for the Owners Corporation
preparation of an application for an order from the Residential Tenancies Tribunal
appearing before the Residential Tenancy Tribunal
- (ii) the management for and on behalf of any employer of any commercial property including but not limited to, multi- storey buildings, shopping centres, shopping arcades, shops, office space, car parking space, hotels, motels, showrooms, car yards, service stations and boarding houses, irrespective of the form of title, whether built or to be built and or vacant land used for commercial purposes;
- (iii) the management for and on behalf of any employer of any industrial property including but not limited to, factories, warehouses and storage facilities, irrespective of the form of title, whether built or to be built and or vacant land used for industrial purposes;
- (iv) the management for and on behalf of any employer of any residential property including, but not limited to, free standing houses, semi- detached houses, town houses, villas, home units and residential flats or flatettes, irrespective of the form of title, and time- sharing of property or portion of property irrespective of whether built or to be built;
- (v) the management for and on behalf of any employer of any company title home unit, strata title home unit, strata title town house, strata title villa, strata title commercial building, strata title industrial building, company title unit building and strata title home unit building;
- (vi) the management for and on behalf of any employer of any rural property including, but not limited to dairy farms, sheep and wheat stations, mixed produce farms, fruit or nut plantations, market gardens and mini- farms, with or without improvements whether built or to be built.
- (i) "Property Manager" shall mean an employee appointed by the employer to manage the property management functions of any agency.
- (j) "Property Officer" shall mean an employee who assists a property manager in the property management functions of an agency.

- (k) "Salesperson" shall mean any person employed as a salesperson
- (i) in connection with the sale or leasing of land either improved or unimproved; or
 - (ii) in connection with the sale or leasing of buildings whether built or to be built including home units (irrespective of the form of title); or
 - (iii) in connection with the sale or leasing of homes including project or volume homes and packages of land and home whether built or to be built; or
 - (iv) in connection with the arranging for or on behalf of any employer for the selling of and for the erection of buildings for and on behalf of any other person or company; or
 - (v) in connection with the sale leasing or brokerage of businesses of any kind; or
 - (vi) in connection with the arranging for and on behalf of any employer, the selling or assigning of time sharing of property or portion of property for and on behalf of any other person or company; or
 - (vii) in connection with the arranging for and on behalf of any employer, the selling or assigning of retirement villas or units, or portion of property for related purposes, for and on behalf of any other person or company; or
 - (viii) by an auctioneer or stock and station agent; or
 - (ix) Salesperson shall not include any person employed for the major or substantial part of his or her time in the sale of livestock; any person employed for the major or substantial part of his or her time as a property manager, property officer and/or in the collection of rents; any person employed for the major or substantial part of his or her time in any clerical capacity; licensee-in-charge.
- (l) "Salesperson's or employee's commission" shall be any payment made to an employee in accordance with his or her contract of employment and evidenced in an Employment Agreement.
- (m) "Settled Sale" shall mean a sale in respect of which an employer has received commission.
- (n) "Time Sharing" of property shall mean an arrangement by which one party sells or assigns to another party the right to occupy a property or portion of a property for a fixed or floating period each year and to use and have the benefit of certain facilities on such property or portion thereof.
- (o) "Weekly Employee" shall mean an employee other than a casual employee.
- (p) "Probationer Apprentice" shall mean a person who has attained the age of 18 years, employed in the State of New South Wales, excluding the County of Yancowinna, with a view to ascertaining his suitability for engagement as an indentured apprentice Real Estate Operative and for whom application has been made.
- (q) "Indentured Apprentice" shall mean an apprentice Real Estate Operative in the real estate industry in the State of New South Wales, excluding the County of Yancowinna, who has an educational standard at least equal to the school certificate, has attained the age of 18 years and is serving a period of training under an indenture for the purpose of rendering him/her fit to be a qualified worker in the trade.
- (r) The terms "apprentice and/or apprentices" used in the context of this award shall include indentured apprentices and probationer apprentice.

4. TERMS OF EMPLOYMENT

- (a) Except in respect of casual employees, employment shall be on a full-time or part-time basis.

- (b) An employee must give one week's notice in writing to the employer of the intention to terminate his/her services. In the event that notice is not so given the employee shall forfeit one week's salary.
- (c) The employer may terminate the employment of the employee by giving the employee the notice (or payment of salary in lieu of notice) referred to in the following table:

Employee's Period of Continuous Service	Minimum Period of Notice
Not more than 1 year	1 week
more than 1 year but less than 3 years	2 weeks
more than 3 years but less than 5 years	3 weeks
more than 5 years	4 weeks

If the employee is 45 years of age or older and has been employed by the employer for at least 2 years, the employee shall be entitled to an additional one week's notice (or payment of salary in lieu of notice).

- (d) Notwithstanding the provisions of sub clause (c) herein the employer may dismiss an employee for misconduct of a kind described in Clause 7.4 of the Employment Agreement, Schedule 1 to this award, in which case the employee shall be paid up to the time of dismissal only.
- (e) All salary, locomotion allowance, telephone allowance, expenses, payment under the *Annual Holidays Act 1944* (NSW), payment of annual holidays loading and payment under the *Long Service Leave Act 1955* (NSW), which are due and payable shall be paid to the employee within three working days of termination of employment.
- (f) An employee shall apply himself/herself to the work directed to be done by the employer and the employee shall personally attend at such place and at such times as the employer may reasonably require. If the employee is unable to attend work and it is possible for him/her to notify the employer he/she shall forthwith do so. The employee shall give such evidence for his/her inability to attend as the employer may reasonably require.
- (g) All listings, documents and records used in the employer's business shall remain the property of the employer.
- (h) Except in the proper course of his/her duties, an employee shall not, during the term of employment or after its termination, disclose or use any confidential information of or about the employer, its clients or suppliers to any other person, business or company except for the purposes of obtaining professional advice from a legal representative or the Real Estate Association of NSW or to comply with the requirements of law.
 - (i) For the purpose of this clause "confidential information" shall include, but is not limited to, any of the following information of the employer whether described or contained in a written, tangible, electronic or oral form -
 - (ii) past or current customer or client lists; or
 - (iii) lists of properties managed by the employer on behalf of owners; or
 - (iv) inventions, designs, methodologies, structures, discoveries, ideas, concepts, charge out rates, lists of suppliers.
- (i) For the purposes of this clause, "salary" shall mean
 - (i) for employees employed under PART B - the salary and allowances paid to such an employee.
 - (ii) for salespersons employed under PART C - the average salesperson's commission earned by the employee calculated by dividing total commission received to the end of the last completed week of employment by the number of complete weeks for which the salesperson has been employed. However, if the employment has exceeded one year the average shall be calculated over the last year of employment preceding the last full week of employment.

5. STRUCTURAL EFFICIENCY

Enterprises may establish a consultative mechanism and procedures appropriate to the size structure and needs for consultation and negotiation on matters affecting efficiency and productivity.

6. DUTIES OF EMPLOYEES

An employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training.

7. EXPENSES

An employee who incurs expenses at the request of the employer shall be reimbursed by the employer. Where reasonably practicable expenses shall be paid in advance.

8. MEAL BREAK

No employee shall be required to work more than five hours without a meal break of not less than 20 minutes duration.

9. MOBILE TELEPHONES

- (a) If an employer directs an employee in writing to supply and use a mobile telephone the employer shall meet the cost of the supply and use of the telephone.
- (b) The basis on which the cost shall be met shall be agreed between the employer and the employee and be evidenced in the Employment Agreement prepared and registered in accordance with Clause 11 of this award.
- (c) When the employer provides the telephone it shall remain the property of the employer.

10. UNIFORMS

- (a) If an employer requires an employee to wear a uniform the employer shall provide it.
- (b) The basis on which a uniform is provided, including what constitutes the uniform, shall be agreed between the employer and employee.
- (c) The uniform shall remain the property of the employer.

11. EMPLOYMENT AGREEMENTS

- (a) Where employment of the employee is regulated by the provisions of this award and employment commenced after the operative date of this award, the employer shall prepare an Employment Agreement on behalf of the employee, in the form contained in Schedule 1 of Part D to this award.
- (b) It is a condition of employment that the employee shall sign the Employment Agreement on or before the day employment commences.
- (c) The employer and the employee shall sign the Employment Agreement and each shall receive a copy. Within 14 days of the Employment Agreement being signed, the employer shall send two copies of it to either:

The Real Estate Employers' Federation of NSW
Level 16, 44 Market Street, SYDNEY NSW 2000: or

The Auctioneers & Agents Guild
Level 3, 1 James Place, NORTH SYDNEY NSW 2060,

together with:

- (i) The employer's registration fee as set out in Item 1 of Table 2 - Other Rates and Allowances of Part E, Monetary Rates made payable to either: The Real Estate Employers Federation of NSW or The Auctioneers & Agents Guild, and
 - (ii) The employee's registration fee as set out in Item 1 of Table 2 - Other Rates and Allowances of Part E, Monetary Rates made payable to the Real Estate Association of NSW.
- (d) It is a condition of employment that the employee shall, if required by the employer, either pay to the employer the amount as set out in Item 1 of Table 2 - Other Rates and Allowances of Part E, Monetary Rates being the registration fee payable by the employer on behalf of the employee to The Real Estate Association of NSW, or sign an authority authorising the employer to deduct the registration fee as set out in Item 1 of Table 2 - Other Rates and Allowances of Part E, Monetary Rates from his or her salary within such period as may be agreed.
 - (e) Subject to the provisions of this award, where the employer and the employee agree to the deletion of any of the terms contained in the Employment Agreement, such terms shall be crossed out and initialled by both the employer and the employee.
 - (f) Subject to the provisions of this award, where the employer and the employee agree to the insertion of additional terms of employment which are not contained in the Employment Agreement, such terms will be inserted in Paragraph 11, Other Provisions, of the Employment Agreement, and initialled by both the employee and the employer.
 - (g) Any variation in respect of the Employment Agreement shall not, unless agreed in writing between the employer and the employee, have the effect of terminating the Employment Agreement prepared in accordance with this Clause and the creation of a new Employment Agreement, but shall amount to a variation of the agreement which shall remain in force and effect varied only to the extent of the change. Within 14 days of such variation being signed, the employer shall send two copies of it to either The Real Estate Employers' Federation of NSW or The Auctioneers & Agents Guild, provided that the operative date of such variation shall be the date upon which the variation is signed by the employee.

12. SALESPERSON'S COMMISSION

- (a) Where it has been agreed that an employee is entitled to receive salesperson's commission in addition to entitlements under this award the method of calculating the salesperson's commission shall be evidenced in an Employment Agreement prepared in accordance with Clause 11 of this award.
- (b) The method of calculating Salesperson's commission shall in no case be inconsistent with any of the provisions of this award.
- (c) The employer shall account to the salesperson in written form on the entitlement to commission as it becomes due and payable in accordance with the terms of the Employment Agreement.
- (d) Where a salesperson or licensee-in-charge during employment was partly or wholly remunerated by salesperson's commission he/she shall after termination of employment, be entitled to salesperson's commission only for sales exchanged before termination and settled thereafter and as specified in the said Employment Agreement.

13. ANNUAL HOLIDAYS

See *Annual Holidays Act 1944* (NSW).

14. LONG SERVICE LEAVE

See *Long Service Leave Act 1955* (NSW).

15. SUPERANNUATION

See Real Estate Industry (State) Superannuation Award and relevant Occupational Superannuation legislation.

16. SICK LEAVE

- (a) Each employee, other than a casual employee, who has completed three months continuous service, and who is absent from work on account of personal injury or illness, shall be entitled to leave of absence with pay subject to the following conditions and limitations:
 - (i) he or she shall not be entitled to paid leave of absence for any period in respect of which he or she is entitled to receive weekly workers' compensation payments;
 - (ii) he or she shall, where practicable, within twenty-four 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 illness or injury and the estimated duration of the absence;
 - (iii) he or she shall furnish such evidence as the employer may reasonably require that he or she was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed; and
 - (iv) subject to subclause (c) of this clause, he or she shall not be entitled to sick pay for more than five days during his or her first year of service and eight days during his or her second and subsequent years of service.
- (b) For the purposes of this clause "pay" shall mean:
 - (i) for employees employed under PART B - the salary paid to such an employee and, where the employee receives locomotion allowance in accordance with Clause 31 of this award, the standing charge portion of such allowance.
 - (ii) for salespersons employed under PART C - the average salesperson's commission earned by him or her calculated by dividing total commission received to the end of the last completed week of employment by the number of complete weeks for which the salesperson has been employed. However, if the employment has exceeded one year the average shall be calculated over the last year of employment preceding the last full week of employment.
- (c) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) of this clause, which has in one year not been allowed to any 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 the employer in any subsequent year without diminution of the sick leave prescribed in respect of that year, provided that sick leave shall accumulate in accordance with this subclause only whilst the employee remains in the service of the same employer. Provided further that an employer shall not be bound to credit to an employee sick leave, which accrued more than 10 years before the end of the last completed year of service.
- (d) Service prior to the commencement of this award shall be deemed to be service for the purpose of this clause.

16A. STATE PERSONAL - CARERS LEAVE CASE - AUGUST 1996

- (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 16, 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

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 (c)(ii) 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 to 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.

(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.
- (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 during ordinary hours, and works those hours at a 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 during 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 a party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of rostered days off flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

17. REDUNDANCY

- (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.

(2) Introduction of Change

(a) Employer's duty to notify

- (i) Where an employer has made a definite decision to introduce 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 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

- (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 paragraph 2(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.
- (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 paragraph (a) of this sub-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 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.

(3) Redundancy

(a) Discussion before terminations

- (i) 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 sub-paragraph (i) of paragraph (a) of sub-clause (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.
- (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 sub-paragraph (i) of this sub-clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (iii) 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 disclose of which would adversely affect the employer.

(4) Termination of Employment

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

This sub-clause 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 subclause (2)(a)(i) above.

- (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 subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subclause (2)(a)(i) above:

- (i) In order to terminate the employment of an employee the employer shall give to the employee 3 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* (NSW), the *Annual Holidays Act 1944* (NSW) 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 purposes of seeking other employment.
- (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purposes 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) 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.

(g) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (i) of subclause (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.

(5) Severance Pay

(a) Where an employee is to be terminated pursuant to subclause (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:

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

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

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

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

(iii) "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 5(a)(i) or (ii) 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.

18. GRIEVANCE PROCEDURE

- (a) Where an employer and employee are in dispute in regard to matters contained in this award, the following procedure shall govern the settlement of such dispute or claims and shall be open to an employer or employee.
- (b) Upon a dispute arising the employer or the employee shall raise that matter with the other party or his/her nominated representative as soon as practicable, and the party with whom the dispute has been raised shall fully investigate the matter and shall reply to the other party within two working days of such dispute being raised.
- (c) In the event of the employee not being satisfied with the employer's reply the employee may advise The Real Estate Association of New South Wales who may raise the matter with the employer.
- (d) If the matter remains unresolved the parties shall convene a conference between The Real Estate Association and the Industrial Union of Employers of which the employer is a member who shall attempt to resolve the dispute.
- (e) A matter, which is not resolved in conference, will be notified to the Industrial Relations Commission of NSW.
- (f) The parties shall at all times confer in good faith and without undue delay.
- (g) While the above procedure is being followed work shall continue in accordance with this award.
- (h) No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this award.
- (i) In the event of a party failing to observe these procedures, the other party may take such steps as are open to it to resolve the matter or proceed to the next step or steps under this procedure.

19. AREA, INCIDENCE AND DURATION

- (a) This award rescinds and replaces the Real Estate Industry (State) Award 1999 published 28 January 2000 (313 I.G. 150) and all variations thereto but no right or entitlement accrued under that award shall be affected by the coming into operation of this award.

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 June 2001.

- (b) This award shall apply to all employees defined herein in the State of New South Wales excluding the County of Yancowinna.

- (c) The award published 28 January 2000 took effect from the first pay period to commence on or after 1 January 1999 and shall remain in force for a period of three years with leave reserved for the Real Estate Association of NSW to re-open the award after a period of 18 months to seek a variation in rates of pay.
- (d) Notwithstanding any other provisions this award shall not apply to employees whose service ceased, for any reason, prior to the date on which this award was made.

PART B

SALESPERSONS (WHOLLY OR PARTLY SALARIED), PROPERTY MANAGERS, PROPERTY OFFICERS AND LICENSEES-IN-CHARGE

20. SCOPE OF PART B

This PART shall apply only to salespersons who are paid wholly or in part by salary, to property managers, property officers, and licensees-in-charge.

Note:- This PART does not apply to employees under PART C of this award.

21. REMUNERATION - GENERAL

- (a) No employee shall be remunerated solely by any form of commission.
- (b) In no case shall the salary be paid less frequently than monthly.
- (c) The rates of pay as set out in Table 1 - Rates of Pay of Part E, Monetary Rates, include the First, Second and Third Arbitrated Safety Net Adjustments payable under the State Wage Case - December 1994 decision. The First, Second and Third Arbitrated Safety Net Adjustments may be offset to the extent of any wage increase received at the enterprise level since 29 May 1991. Increases made under previous State Wage Case principles or under the current principles, excepting those resulting at the enterprise level, are not to be used to offset arbitrated safety net adjustments.
- (d) The rates of pay in this award include the adjustments payable under the State Wage Case of August 1997 and June 1998. 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.

22. REMUNERATION - SALESPERSON

The minimum salary of a salesperson employed as a full-time employee shall be as set out in Table 1, Rates of Pay, of Part E, Monetary Rates.

23. REMUNERATION - PROPERTY MANAGER

The minimum salary of a property manager employed as a full-time employee shall be as set out in Table 1, Rates of Pay, of Part E, Monetary Rates.

24. REMUNERATION - PROPERTY OFFICER

- (a) (i) The minimum salary of a property officer employed as a full-time employee shall be as set out in Table 1, Rates of Pay, of Part E, Monetary Rates, subject to the following;

At 20 years of age, 80% of the rate for a GRADE 2 property officer; or
At 19 years of age, 70% of the rate for a GRADE 2 property officer; or

At 18 years of age, or less 60% of the rate for a GRADE 2 property officer

- (ii) Provided that once the employee attains 21 years of age and he/she has completed a minimum of one year's employment as a Property Officer, he/she shall be classified as a Grade 2 Property Officer.
- (b) A Grade 1 Property Officer is a property officer with a minimum of three years' full-time adult employment in property management who works under limited supervision. He or she may supervise and train other staff.
- (c) A Grade 2 Property Officer is a property officer with a minimum of one year's full-time adult employment in property management who works under general supervision.
- (d) A Grade 3 Property Officer is a property officer with less than one year's full-time adult employment in property management who works under direct supervision.
- (e) Direct Supervision shall mean that a person:
 - (i) receives detailed instructions on the work to be performed;
 - (ii) performs tasks which are part of an overall work routine; and
 - (iii) is subject to regular personal progress checks on the work being performed.
- (f) General Supervision shall mean that a person:
 - (i) receives instructions on what is required on unusual or difficult features of the work and on the method of approach when new procedures are involved;
 - (ii) is normally subject to progress checks which are usually confined to unusual or difficult aspects of the task; and
 - (iii) has the knowledge and experience required to perform the duties usually without specific instruction but has assignments reviewed on completion.
- (g) Limited Supervision shall mean that a person:
 - (i) may be subject to progress checks which will be principally confined to establishing that satisfactory progress is being made; and
 - (ii) may have his/her assignments reviewed on completion.

25. REMUNERATION -LICENSEE-IN-CHARGE

- (a) The minimum salary of a licensee-in-charge shall be as set out in Table 1, Rates of Pay, of Part E, Monetary Rates.

26. REMUNERATION - PROBATIONARY SALESPERSONS

- (a) The proportion of probationary salespersons to salespersons employed as full-time employees shall not exceed, in the case of any individual employer or place of business, one probationary salesperson to two salespersons employed as full-time employees or part thereof, provided that where an employer had not previously employed salespersons he or she may as the first employee employ a probationary salesperson but employment of further probationary salespersons shall thereafter be in the proportion stated in this clause.
- (b) The minimum salary of a probationary salesperson employed as a full-time employee shall be 80 per cent of the salary prescribed in Table 1, Rates of Pay, of Part E, Monetary Rates for salespersons.
- (c) A probationary salesperson shall not be employed as such by an employer or employers for a period of

more than six months in the real estate industry.

- (d) Except where the context of this award otherwise requires, all provisions of this award shall apply to probationary salespersons.

27. PART-TIME EMPLOYEES

- (a) A part-time employee shall be paid:
- (i) in the case of a part-time salesperson - for each day of work, one-fifth of the salary prescribed in Table 1, Rates of Pay of Part E, Monetary Rates for Salespersons, or
 - (ii) in the case of a part-time Property Manager or Property Officer - for each hour of work, one-thirty-eighth of the salary prescribed for the employee's classification in Table 1, Rates of Pay of Part E, Monetary Rates with a minimum engagement of 3 hours for each start.
- (b) Where a part-time employee is entitled to be paid a locomotion allowance, his or her entitlement shall be calculated on the basis of one-fifth for each day worked.
- (c) Except where the context of this award otherwise requires, the provisions of this award shall apply to part-time employees on the basis of one-fifth entitlement for each day worked.

28. CASUAL EMPLOYEES

A casual employee shall be paid the following:

- (a) In the case of a casual salesperson - 1/5 of the full-time rate provided in Table 1, Rates of Pay of Part E, Monetary Rates for a SALESPERSON - plus 20% for each day worked.
- (b) In the case of a casual property manager or property officer - 1/38th of the full-time rate provided in Table 1, Rates of Pay of Part E, Monetary Rates for a PROPERTY MANAGER or PROPERTY OFFICER plus 20% for each hour worked. Provided that the minimum engagement for a casual Property Manager or Property Officer shall be 3 hours.
- (c) Where a casual employee is entitled to be paid a locomotion allowance his or her entitlement shall be calculated on the basis of one-fifth for each day worked.
- (d) The remuneration prescribed for casual employees in subclauses (1) and (2) herein includes any payment due pursuant to the *Annual Holidays Act 1944* (NSW).

29. ROSTERED DAYS OFF - SALESPERSONS & LICENSEES-IN-CHARGE

- (a) Subject to subclauses (b) and (c), a salesperson, other than a casual salesperson, and a licensee-in-charge, shall be allowed a minimum of two days rostered free of duty in each week. Such rostered days off shall be given and taken in one consecutive period or two periods each of one day.
- (b) However, a salesperson or licensee-in-charge and his or her employer may agree in writing that days off be deferred and taken later.
- (c) If having elected to take time as leave in accordance with paragraph (b) of this clause, the leave is not taken for whatever reason, payment for time accrued at the rate prescribed in sub-clause (e) below, shall be made at the end of the 12 month period or on termination.
- (d) An employer shall maintain a roster, which shows duty days and days free of duty.
- (e) A salesperson or licensee-in-charge who is specifically directed to work on any rostered day off, shall be paid for such work at the rate of two days pay for each day worked. Where a salesperson or licensee-in-charge works on a rostered day off at his or her own initiative (i.e. without any specific direction from the employer to do so) he or she shall not be entitled to payment in accordance with this clause.

30. ROSTERED DAYS OFF - PROPERTY MANAGER AND PROPERTY OFFICER

- (a) Subject to subclause (d), the employer shall allow a property manager or property officer, other than a casual, either one and a half or two days rostered free of duty each week.
- (b) When two rostered days off are granted in any week they shall be given and taken either in one consecutive period, in two periods each of one day, or, when the property manager or property officer works on a Saturday morning, three periods comprising one day and two half days.
- (c) When one and a half rostered days are granted in any week:
 - (i) they shall be given and taken either in one consecutive period, or in two periods of one day and one half day, and
 - (ii) the property manager or property officer shall be paid in respect of the additional half-day's work an additional 1/10th of his/her salary.
- (d) Notwithstanding any other provision in this clause, a property manager or property officer and employer may agree that half-days off be deferred so that two half days off may be taken as a whole day each two weeks.
- (e) An employer shall maintain a roster, which shows duty days (or half days), and days (or half days) free of duty.
- (f) A property manager or property officer who is directed to work on any rostered day or half day off shall be paid additional salary at the rate of one day's pay for each half day worked.
- (g) For the purposes of this clause a half-day means a period of time ending at or before 1 p.m. or starting after 1 p.m.

31. LOCOMOTION**A. WEEKLY USE**

- (a) Where an employer provides a vehicle for the use by an employee in the course of the employee performing his or her duties under this award, the expenses arising out of the provision, maintenance and lawful operation of such vehicle, shall be met by the employer.
- (b)
 - (i) Where an employee is required by the employer to make his or her own vehicle available for use in performing his or her duties under this award, the employee shall be paid a locomotion allowance as prescribed in either sub-clause (ii) or (iii) herein.
 - (ii) Employees whose vehicle is up to and including 5 years of age shall be paid a standing charge allowance plus the amount per kilometre for the distance travelled by his/her vehicle in performing his/her duties under this award, as set out in Item 2 of Table 2 - Other Rates and Allowances of Part E - Monetary Rates, calculated by reference to the engine size of the vehicle. Provided that where the employer and expressly agree, a lump sum payment as set out in Item 2 of Table 2 - Other Rates and Allowances of Part E - Monetary Rates, calculated by reference to the engine size of the vehicle, may be applied in place of the standing charge and per kilometre rate.
 - (iii) Employees whose vehicle is 6 years of age or older shall be paid a standing charge allowance plus the amount per kilometre for the distance travelled by his/her vehicle in performing his/her duties under this award, as set out in Item 3 of Table 2 - Other Rates and Allowances of Part E - Monetary Rates, calculated by reference to the engine size of the vehicle. Provided that where the employer and employee expressly agree, a lump sum payment as set out in Item 3 of Table 2 - Other Rates and Allowances of Part E - Monetary Rates, calculated by reference to the engine size of the vehicle, may be applied in place of the standing charge and per kilometre rate.

- (iv) For the purpose of sub-clauses (b)(ii) and (iii), the age of the vehicle shall be determined by reference to the date stamp on the compliance plate of the vehicle.
- (c) For the purpose of sub-clauses (b)(ii) and (iii), distance travelled to and from the place where the vehicle is customarily garaged shall be regarded as travel for the purpose of performing duties under this award.
- (d) Where an employee is entitled to a locomotion allowance under either sub-clause (b)(ii) or (iii) of this clause, the standing charge allowance only shall be paid to the employee during periods of annual leave and long service leave. Provided that this clause shall not entitle the employee to payment of the standing charge allowance, in the calculation of any accrued or pro-rata annual leave or long service leave upon termination of employment.
- (e) The payments under sub-clause (b)(ii) or (iii) of this clause shall not be payable when the
 - (i) employee is absent from duty without the consent of the employer; or
 - (ii) vehicle is unavailable due to accident or mechanical defect, provided that payments under sub-clause (b)(ii) and (iii) herein shall be paid for any day on which the employee provides an alternate vehicle for the purposes of performing his/her duties under this award; or
 - (iii) employee is on any unpaid leave.
- (f) Except in circumstances where the employee is paid a lump sum in accordance with the agreement reached in (b)(ii) or (iii) above, the employee shall maintain an accurate record of distances travelled for work performed under this award in the form of or similar to that contained in Schedule 3 of Part D of this award.
- (g) To receive a payment for kilometres travelled in accordance with either sub-clause (b)(ii) or (iii) of this clause, the employee shall present to the employer the record of distances travelled for work performed under this award, by no later than 7 working days of the end of the pay period in which the travel occurred.
- (h) Payment for kilometres travelled by the employee in performing his/her duties under this award, shall be made in the pay period next following that in which the travel schedule was lodged with the employer.
- (i) Notwithstanding anything contained in this clause, an employer and an employee may agree to locomotion provisions different from those prescribed in this clause provided that such provisions shall not result in payment less than the employee would have received in accordance with sub-clauses (b)(ii) or (iii) herein.
- (j) Any employee who, immediately preceding the commencement of this award, received a locomotion allowance under a Letter of Appointment registered in accordance with the Real Estate Industry (State) Award published in the Industrial Gazette Volume 274 dated 7 May 1993 and all variations thereto, will not by the operation of this award suffer any net reduction in the amount of that locomotion allowance while he/she remains employed by the employer named in the Letter of Employment or any successor or assignee of that employer.

B. OTHER THAN WEEKLY USE - PROPERTY MANAGERS OR PROPERTY OFFICERS

Should a full-time property manager or property officer agree to make his or her own vehicle available for use in the course of his or her employment, the following shall apply:

- (a) The Employment Agreement shall specify which days of the week the vehicle is required to be made available for use, and the employee shall be recompensed at the rate of one-fifth of the weekly lump sum for each such day;
- (b) The days of the week upon which the vehicle is required to be made available may be varied by agreement where circumstances arise making it mutually convenient to do so;

- (c) Notwithstanding the provisions of this clause, where the vehicle is required to be made available on more than two days in the week, the weekly lump sum allowance shall be paid for that week.

32. TELEPHONE

- (a) Where an employee uses a telephone at his or her place of residence in the course of his/her duties performed under this award, he/she shall be reimbursed by the employer the annual rental as set out in Item 4 of Table 2 of Part E, Monetary Rates at a weekly rate as set out in Item 4 of Table 2 of Part E, Monetary Rates and the cost of local, STD and/or trunk calls required to be made by the employer.
- (b) In respect of a part-time employee or a casual employee, one-fifth of the weekly rental shall be paid in respect of each day worked in addition to the cost of each call required to be made by the employer. Payment for the cost of calls shall be made in the pay period next following that in which the calls were made.
- (c) By agreement an employer may pay the lump sum as set out in Item 4 of Table 2 of Part E, Monetary Rates per week to cover the cost of all local, STD and ISD calls and rental.

33. ANNUAL HOLIDAYS LOADING

- (a) In this clause the *Annual Holidays Act*, 1944, is referred to as "The Act".
- (b) Before an employee is given and takes an annual holiday, or where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before such separate periods the employer shall pay the employee a loading determined in accordance with this clause. (Note: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see sub-clause (f).)
- (c) The loading is payable in addition to the pay for the period of holiday pay given and due to the employee under the Act and this award.
- (d) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or had become entitled since 1 September 1974, under the Act, and this award (but excluding days added to compensate for public or special holidays falling on an employee's rostered day off not worked) and which commences on or after 1 December 1974, or where such a holiday is given and taken in separate periods, then in relation to each such separate period.
- (e) The loading is the amount payable for the period or the separate period as the case may be, stated in subclause (d) at the rate per week of 17 1/2 per cent of the appropriate minimum salary prescribed by this award for the classification in which the employee was employed immediately before commencing his or her annual holiday, but shall not include other allowances or payments prescribed by this award.
- (f) No loading is payable to an employee who takes an annual holiday wholly or partly in advance provided that, if the employment of such employee continues until the day when he/she would normally have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (e) of this clause applying the award minimum salary payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance after 1 September 1974, and the entitlement to the holiday arises after that date.
- (g) Where, in accordance with the Act and after 1 September 1974, the employer's establishment or part of it is temporarily closed down for the purpose of giving annual holiday or leave without pay to the employees concerned: -
 - (i) an employee who is entitled under the Act to an annual holiday and who is given and takes such holiday shall be paid the loading calculated in accordance with subclause (c) of this clause;
 - (ii) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him or her under the Act

such proportion of the loading that would have been payable to him or her under this clause if he or she had become entitled to an annual holiday prior to the closedown as his or her qualifying period of employment in completed weeks bears to fifty-two.

- (h) (i) When the employment of an employee is terminated by his or her employer on or after 1 December 1974, for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of an annual holiday to which he or she became entitled after 1 September 1974, he or she shall be paid a loading calculated in accordance with subclause (e) for the period not taken.
- (ii) Except as provided by paragraph (i) of this subclause, no loading is payable on the termination of an employee's employment.

34. PUBLIC HOLIDAYS

- (a) The following days shall be observed as holidays, namely, New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Sunday, Easter Monday, Queen's Birthday, Six Hour Day, Christmas Day, Boxing Day, and any other holiday which may, from time to time, be proclaimed for the State New South Wales, or any locality therein (in respect only to employees in that locality), in addition to or in lieu of such day or days. However, an employee may decline at his or her discretion to work on Good Friday, 25 April and 25 December.
- (b) An employee who works at the specific direction of the employer on one of the days specified in subclause (a) of this clause shall be allowed by the employer two consecutive days holidays in lieu of the day worked within one week of the day so worked or an employee who works on any of the days specified in subclause (a) of this clause and who has not been allowed two days off in lieu of the day worked within one week of the day so worked shall be paid for such day at the rate of two days pay for each day worked.
- (c) A casual employee employed to work on any holiday specified herein shall be paid double time and one half with a minimum payment, in the case of a Property Manager or Property Officer, for 3 hours work.

35. JURY SERVICE

- (a) An employee, other than a casual employee, required to attend for jury service on a day on which he or she would otherwise have been at work shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and:
 - (i) his or her minimum weekly salary pursuant to this award in respect of his or her period of jury service; and
 - (ii) in respect of an employee entitled to a motor vehicle standing charge allowance prescribed by this award, that allowance in respect of his or her period of 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 his or her attendance, the duration of such attendance and the amount received in respect of jury service.

36. COMPASSIONATE LEAVE

- (i) An employee, other than a casual employee, shall be entitled to two days compassionate leave 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 prescribed by the said subclause (iii) occurs outside Australia, the employee shall be entitled to two days compassionate leave. The employee shall be paid for such leave:
 - (a) his or her minimum weekly salary pursuant to this award, in respect of the period of such leave; and
 - (b) in respect of an employee entitled to a motor vehicle standing charge allowance prescribed by

this award, that allowance in respect of the period of that leave.

- (ii) The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will provide to the satisfaction of the employer proof of death.
- (iii) Compassionate 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 (ii) of paragraph (c) of subclause (1) of clause 16A, State Personal/Carer's Leave Case - August 1996, provided that, for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An Employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Compassionate leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said clause 16A. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

37. EXEMPTIONS

- (a) Except As To The Provisions Of Sub-Clauses (B), (C) And (D) Of Clause 12 Salesperson's Commission, Clause 13 Annual Holidays, Clause 14 Long Service Leave, Clause 15 Superannuation, Clause 16 Sick Leave, Clause 16A Personal/Carers Leave, Clause 31 Locomotion, Clause 32 Telephone, Clause 33 Annual Leave Loading And Clause 34 Public Holidays, This Award Shall Not Apply To;
 - (i) a Salesperson:
 - (1) who is required to work on 6 days of the week and who is in receipt of a salary at least equal to the salary prescribed by Table 1, Rates of Pay of Part E, Monetary Rates for a SALESPERSON plus 30 per cent of that amount, and
 - (2) in respect of whom a Certificate of Exemption has been registered by the employer; or
 - (ii) a Salesperson:
 - (1) who is required to work on 7 days of the week and who is in receipt of a salary at least equal to the salary prescribed by Table 1, Rates of Pay of Part E, Monetary Rates for a SALESPERSON plus 45 per cent of that amount, and
 - (2) in respect of whom a Certificate of Exemption has been registered by the employer; or
 - (iii) a Property Manager:
 - (1) who is required to work on 6 days of the week and who is in receipt of a salary of at least equal to the salary prescribed by Table 1, Rates of Pay of Part E, Monetary Rates for a PROPERTY MANAGER plus 30 per cent of that amount; and
 - (2) in respect of whom a Certificate of Exemption has been registered by the employer; or
 - (iv) a Property Manager:
 - (1) who is required to work on 7 days of the week and who is in receipt of a salary of at least equal to the salary prescribed by Table 1, Rates of Pay of Part E, Monetary Rates for a PROPERTY MANAGER plus 45 per cent of that amount; and
 - (2) in respect of whom a Certificate of Exemption has been registered by the employer.
- (b) Certificates of Exemption shall be prepared by the employer in the form contained in Schedule 2 of Part

D of this award.

- (c) It is a condition of employment that the employee shall sign the Certificate of Exemption on or before the day employment commences.
- (d) The employer and the employee shall sign the Certificate of Exemption and each shall receive a copy. Within 14 days of the Certificate of Exemption being signed, the employer shall send two copies of it to either:

The Real Estate Employers Federation of NSW
Level 16, 44 Market Street, SYDNEYNSW2000:

or

The Auctioneers & Agents Guild
Level 3, 1 James Place, NORTH SYDNEYNSW2060,
together with:

- (i) The employer's registration fee as set out in Item 5 of Table 2 - Other Rates and Allowances of Part E, Monetary Rates made payable to either: The Real Estate Employers Federation of NSW or The Auctioneers & Agents Guild; and
 - (ii) The employee's registration fee as set out in Item 5 of Table 2 - Other Rates and Allowances of Part E, Monetary Rates made payable to the Real Estate Association of NSW.
- (e) It is a condition of employment that the employee shall, if required by the employer, either pay to the employer the amount as set out in Item 5 of Table 2 - Other Rates and Allowances of Part E, Monetary Rates being the registration fee payable by the employer on behalf of the employee or sign an authority authorising the employer to deduct the registration fee as set out in Item 5 of Table 2 - Other Rates and Allowances of Part E, Monetary Rates from the employee's salary within such period as may be agreed.
- (f) Any variation in respect of the Certificate of Exemption shall not, unless agreed in writing between the employer and the salesperson, have the effect of terminating the Certificate of Exemption prepared in accordance with this clause and the creation of a new Certificate of Exemption, but shall amount to a variation of the Certificate of Exemption which shall remain in force and effect varied only to the extent of the change. Within 14 days of such variation being signed, the employer shall send two copies of it to either The Real Estate Employers' Federation of NSW or The Auctioneers & Agents Guild, provided that the operative date of such variation shall be the date upon which the variation is signed by the employee. Provided that the requirement to forward copies of the variation to either The Real Estate Employers' Federation of NSW or The Auctioneers & Agents Guild shall not apply to a variation which only affects commission arrangements between the employer and the employee.

PART C

COMMISSION ONLY SALESPERSONS

38. SCOPE OF PART C

This PART shall apply only to a salesperson who is licensed pursuant to Division 1, Part III of the *Property Stock & Business Agents Act* 1941 (NSW), as stock and station agents, real estate agents or business agents and who together with his/her employer have prepared an Employment Agreement in accordance with Clause 11 of this award.

Note: This PART does not apply to employees under PART B of this award.

39. EXCLUSION

This PART shall not apply to a Licensee-in-Charge, Property Manager, Probationary Salesperson, Part-Time Salesperson or Casual Salesperson.

40. ALTERNATIVE FORM OF EMPLOYMENT

Subject to clause 37 of this PART a salesperson may by a agreement with his or her employer be employed pursuant to this PART as an alternative to employment under PART B.

41. EMPLOYEE

A salesperson employed pursuant to this PART shall be an employee for all purposes.

42. APPLICATION OF CERTAIN BENEFITS

In addition to the entitlements conferred by this PART a salesperson employed hereunder shall be covered by:

- (a) the *Annual Holidays Act* 1944 (NSW);
- (b) the *Long Service Leave Act* 1955 (NSW); and
- (c) PART A of this award.
- (d) Occupational Superannuation legislation.

43. REMUNERATION

- (a) Salesperson's commission shall be calculated in accordance with the method agreed between employer and employee and evidenced in an Employment Agreement as required by Clause 11 of this award.
- (b) Where a sale is effected by two or more salesperson the selling commission shall be divided between the salesperson in such proportion as they agree.

44. ROSTERED DAYS OFF

- (a) A salesperson employed pursuant to this Part shall be allowed a minimum of two days free of duty in each week. Such rostered days off shall be given and taken in one consecutive period or two periods each of one day.
- (b) However, a salesperson and his or her employer may agree in writing that days off be deferred and taken later. Leave not taken for whatever reason shall be paid at the end of the 12 month period or upon termination and calculated in accordance with the provisions of Clause 16 (b)(ii).
- (c) The taking of deferred rostered days off in any week or weeks shall in no way affect the taking of days off required by subclause (a).

PART D - SCHEDULE 1

EMPLOYMENT AGREEMENT

AGREEMENT: dated..... 199...

BETWEEN:ACN No.
(Company name if applicable)

trading as
(‘the Employer’)

AND:

of (insert address).....

.....
(‘the Employee’)

RECITALS

- (A) The Employer is licensed under the *Property Stock & Business Agents Act* 1941 ('the Act') and carries on business as a real estate agent at (insert address)
- (B) The Employee is registered, or is to be registered, as a "Salesperson" under the Act, and holds, or will apply to hold, a current Certificate of Registration or holds a Real Estate Agents Licence.
- (C) The Parties acknowledge that this Agreement:
- (1) complies with the requirements of Part 'A' of the Real Estate Industry (State) Award ('the Award');
 - (2) will be lodged for approval in accordance with Part 'A' of the Award and;
 - (3) records the terms and conditions of the Employee's ongoing employment.

AGREEMENT

1. EMPLOYMENT

1.1 For the purposes of the Award, the Employee will be classified as a: (please tick)

1.2 Salesperson (Salaried) - Full-time ☐ Part-time ☐ Casual ☐

Salesperson (Probationary) - ☐

Salesperson (Commission Only) - ☐

Licensee-in-Charge - ☐

Property Manager - Full-time ☐ Part-time ☐ Casual ☐

Property Officer - Full-time ☐ Part-time ☐ Casual ☐

1.2 Subject to clause 1.3 the Employer will employ the Employee on a permanent or casual basis until this agreement is terminated by either party in accordance with clause 7 of this Agreement.

1.3 (Delete either (a) or (b), whichever is not applicable)

(a) The employment is subject to the satisfactory completion by the Employee of a three month trial period. At any time during this period, either party may terminate the employment by providing one week's notice to the other party. On or before the end of the trial period the Employee's performance/conduct will be reviewed. If satisfactory, employment will be confirmed; or

(b) The employment is not subject to a trial period.

2. EMPLOYEE'S DUTIES AND RESPONSIBILITIES

2.1 The Employee will, during the period of employment: -

- (a) comply with the Employer's policies and procedures as varied from time to time (which shall not be inconsistent with the Award);
- (b) perform all such lawful duties, which are directed by the employer;
- (c) promote the business, goodwill and reputation of the Employer's business;
- (d) if the Employee is a Salesperson actively seek property listings on behalf of and in the

name of the Employer and notify the Employer of all properties available for listing. The Employee will not withhold any listing from the Employer and will not offer any property to any prospective buyer, which is not listed by or through the Employer. When the Employee obtains a property listing, the Employer will ensure that an Agency Agreement authority is executed by the prospective seller; and

(e) comply with the Act's requirements.

2.2 The Employee will not be engaged, concerned or interested in any business, which competes, with the Employer's business without the prior written consent of the Employer.

2.3 The Employee will not accept any payment or any other benefit in money or in kind from any person as an inducement or reward for any act or forbearance or in connection with any matter or business transacted by or on behalf of the Employer without the knowledge and authorisation of the Employer.

3. THE EMPLOYEE'S UNDERTAKINGS

3.1 The Employee undertakes:-

(a) to provide at the place of work and maintain at his/her own expense a registered and insured motor vehicle in good mechanical condition where a motor vehicle is not supplied by the Employer, provided that in such circumstances the Employee will be entitled to the locomotion allowance prescribed by the award. The motor vehicle must be comprehensively insured to cover all risks associated with the Employee's use of the motor vehicle in the course of his/her employment. The Employee must hold a current drivers licence. The Employer reserves the right to sight the Employee's driver's licence and motor vehicle insurance policy from time to time;

(b) to report to the Employer as soon as possible any complaints made by any client or customer of the Employer of which the Employee becomes aware;

(c) to notify the Employer promptly of any accident, illness or injury (and anticipated recovery period) preventing the Employee, temporarily or permanently, from performing his/her duties under this Agreement;

(d) to attend such training seminars, programmes or conferences relevant to his/her vocational development as the Employer may direct at the Employer's expense;

(e) not to incur expenses on the Employer's behalf or pledge the credit of the Employer without the prior approval of the Employer;

(f) not to enter into or sign any agreement or contract on behalf of the Employer or make any promise or representation on behalf of the Employer without the prior approval of the Employer;

(g) to properly receipt money received by the Employee in the course of his/her employment and deal with it in accordance with the Employer's policy/procedures manual, or normal procedures or as directed from time to time by the Employer;

(h) perform the duties assigned to him or her conscientiously and diligently and refrain from doing anything, which may adversely affect or reflect upon the Employer or the Employer's business;

(i) to keep his/her registration under the Act current at all times, unless unable to do so for a reason beyond the Employee's control in which case the Employee shall promptly inform the Employer of that fact; and

(j) comply with the employer's office policies and procedures.

4. EMPLOYERS' UNDERTAKINGS

4.1 The Employer undertakes to:-

- (a) disclose to the Employee such of the Employer's current property listings, as the Employer considers appropriate;
- (b) provide the Employee with sufficient office space, furniture, office telephone facilities, maps, plans, stationery, manuals, diary, forms of contracts, forms of leasing agreements and all other forms and agreements as are necessary to enable the Employee to fully perform his/her duties and responsibilities under this Agreement;
- (c) allow the Employee to use all names, trademarks, logo or symbols owned by or used by the Employer in the conduct of the Employer's business;
- (d) bring to the Employee's attention any relevant policy or procedure which is required to be observed by the Employee, where practicable, by providing copies of such policies to the Employee and by updating any such policy in a timely fashion;
- (e) provide the Employee with any instruction and training deemed necessary by the Employer; and
- (f) consult with the Employee regarding any significant changes in working arrangements and/or policies proposed to be introduced by the Employer.

5. EXPENSES

The Employee will be reimbursed for any expenses, which are incurred at the request of the Employer. Where reasonably practicable, expenses will be paid in advance.

6. REMUNERATION AND ALLOWANCES

6.1A SALARY ONLY

The Employer will pay the Employee a base salary of \$..... per week.

6.1B SALARY PLUS COMMISSION/BONUS

The Employer will pay the Employee a base salary of \$..... per week. The Employee will be further entitled to sales commission/bonus calculated in accordance with the provisions contained in the annexure to this Agreement. Where there is an entitlement to the payment of commission/bonus to the Employee, the Employer will pay the commission/bonus by the 14th day of the month following the period in which the commission is received by the Employer.

6.1C COMMISSION ONLY- (Only Salespersons who are licensed pursuant to Division 1, Part 3 of the Property Stock and Business Agents Act 1941 can be employed as a Commission Only Salesperson)

The Employer and the Employee agree that sales commission will be calculated in accordance with the provisions contained in the annexure to this agreement. The Employer will pay the commission to the Employee no later than 10 working days after the employer has received the commission for the sale of the property.

6.1D LOCOMOTION ALLOWANCE (Delete (A) OR (B), whichever is not applicable)

A. WEEKLY USE (delete (i) or (ii) whichever is not applicable)

- (i) The employer is to provide a motor vehicle for use by the employee in the course of the

employee's employment; or

- (ii) The employee is required to provide a motor vehicle and will receive an allowance by way of either:- (tick the appropriate box)

☐ a standing charge and per kilometre supplement; or

☐ a lump sum.

The amount of allowance paid will be calculated in accordance with either Item 2 or 3 of Table 2, Other Rates and Allowances, of Part E Monetary Rates of the Award, and will depend upon the age and engine capacity of vehicle used by the employee from time to time during the period of employment.

B. OTHER THAN WEEKLY USE (FULL-TIME PROPERTY MANAGERS/OFFICERS ONLY)

The employee is only required to provide a motor vehicle on the following specified days each week to a maximum of two days:

- (i) _____ (ii) _____

These days may be varied by agreement where circumstances make it mutually convenient to do so. For each day specified above the employee will be paid one fifth of the lump sum prescribed in either Item 2 or 3 of Table 2, Other Rates and Allowances, of Part E Monetary Rates of the Award, depending upon the age and engine capacity of vehicle used by the employee from time to time during the period of employment.

6.1DA The following details relate to the vehicle provided by the employee upon commencement of employment under this Employment Agreement:

Engine Capacity:cc's

Date stamp as per compliance plate of vehicle:mthyear

6.1E PHONE ALLOWANCES *(Delete either (a) or (b), whichever is not applicable)*

- (a) The employee is not required to use a telephone at his or her place of residence in the course of his or her employment; or
- (b) The employee is required to use a telephone at his or her place of residence in the course of employment. The employee will receive reimbursement for such use in accordance with Item 4 of Table 2, Other Rates and Allowances of Part E Monetary Rates of the Award, by way of either:- (tick the appropriate box)

☐ a weekly allowance plus cost of calls; or

☐ a lump sum.

6.1EA Where the Employee is directed by the Employer to use or supply a mobile phone the Employer will meet the cost of the use or supply of the phone. The basis on which the cost shall be met shall be agreed between the Employee and the Employer and evidenced in Clause 11 of this Employment Agreement.

6.2 The payment of wages and allowances will be made [wkly, frtngtly, mthly] by way of [cash, chq, EFT]

6.3 The Employee's commission will become due and owing to the Employee only if commission in respect of the completed transaction has been received by the Employer.

6.4 Any action, claim or demand ('claim') for commission will be maintained by the Employer in the Employer's name and any decision on whether to pursue that course will be in the sole discretion of the Employer. If a claim for commission is made by the Employer, the Employee will only be paid commission if the claim is successful, and the commission recovered. The Employer may at his/her sole

discretion settle a claim for commission. In such case, the Employee will only be entitled to a proportion of the commission calculated in accordance with the percentages referred to in the annexure to this Employment Agreement.

6.5 In accordance with the provisions of the Act, the Employee must disclose to the Employer any intention to:

- (a) purchase any property listed by or through the Employer or any intention to become beneficially interested in the purchase of any property listed by or through the Employer; or
- (b) sell any property or list for sale with the Employer any property that the Employee owns or is in any way beneficially interested.

7. TERMINATION OF EMPLOYMENT

7.1 If the Employee wishes to voluntarily terminate his/her employment (and this Agreement), the Employee must give one week's notice in writing to the Employer. In the event that notice is not so given the Employee shall forfeit the equivalent salary.

7.2 The Employer may terminate this Agreement by giving the Employee the notice (or payment of salary in lieu of notice) referred to in paragraph 7.3 depending on the continuous duration of the Employee's employment.

7.3

The Employee's Period of Continuous Service	Minimum Period of Notice
Not more than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

If the Employee is 45 years of age or older and has been employed by the Employer for at least two years, the Employee is entitled to an additional one weeks' notice (or payment of salary in lieu of notice).

7.4 Notwithstanding the provisions of Clause 7.2 herein, the Employer may dismiss the Employee without notice if the Employee is guilty of Misconduct of a type that would make it unreasonable to require the Employee to continue his/her employment. Misconduct includes dishonesty, gross neglect of duty (eg through drunkenness or intoxication), wilful misrepresentation of qualifications or employment history, conviction of a criminal offence which in the opinion of the Employer affects the Employee's suitability as an employee, gross misbehaviour which may injure the Employers reputation or wilful disobedience of the Employer's lawful directions.

7.5 On termination of his/her employment (for any reason), the Employee will immediately deliver up to the Employer all property and information belonging to the Employer, including, but without being limited to, past, current or prospective customer or client lists, property listings, files, business stationery, diary, manuals, unused business cards, legal documents, keys, books, plans, maps, tape recordings, two-way radios, mobile telephones, clothing and uniforms, credit cards, signs or marks in relation to any property or transaction completed or in the process of completion, or listed with the Employer at the date of termination of employment, and all other goods supplied to the Employee by the Employer.

7.6 Termination of the Employee's employment will not limit the Employer's right against the Employee in respect of any breach of this Agreement by the Employee or any claim for loss or damage arising in favour of the Employer or any corresponding right which the Employee may have against the Employer for a breach of this agreement.

8. DUTY OF CONFIDENTIALITY

- 8.1 The Employee shall at all times treat as and keep confidential all information that is the property of the Employer that has not lawfully entered the public domain, which includes but is not limited to the names and other information contained within the Employer's Database (as defined in clause 8.3), which the Employee may become aware of during the course of his/her employment;
- 8.2 The Employee shall not use or divulge any of the information referred to in clause 8.1 either during the period of employment or after employment ceases, other than:
- (a) in the ordinary course of his/her employment;
 - (b) with the Employer's prior written consent;
 - (c) for the purpose of obtaining legal advice as to confidentiality; or
 - (d) by compulsion of law.
- 8.3 In this clause 'Database' includes but is not limited to:
- (a) names, addresses and phone numbers of sellers, buyers and prospective sellers and buyers or the names addresses and phone numbers of any property owner on whose behalf a property is managed by the Employer;
 - (b) financial information;
 - (c) budgets; and
 - (d) Employer's contract information

9. VARIATION OF TERMS

Any variation to this Employment Agreement shall not cause termination of this Agreement unless specifically agreed to by the parties. Upon any variation this agreement shall remain in full force and effect, varied only to the extent of the change. Any such variation agreed to by the parties, shall be registered in accordance with the provisions of the award.

10. STATUTORY/AWARD ENTITLEMENTS

The parties note that the minimum conditions of employment are contained in the Award and other conditions under state and federal law (e.g. Annual Leave, Long Service Leave and Occupational Superannuation).

11. OTHER PROVISIONS (insert as agreed)

.....

12. REGISTRATION OF THIS EMPLOYMENT AGREEMENT

The Employee acknowledges that the execution of this Employment Agreement and payment of the Employee's registration fee is a condition of employment with the Employer. The payment of the employee's registration fee does not extend membership of the Real Estate Association of NSW to the employee.

SIGNED by.....
Name of Employee

SIGNED for and on behalf of
Name of Organisation

Signature of Employee Signature of Employer
in the presence of : in the presence of :

.....

Signature of Witness Signature of Witness

.....

Name of Witness (Print)	Name of Witness (Print)
-------------------------	-------------------------

13. AUTHORITY TO DEDUCT

I hereby authorise the Employer to deduct \$50.00 from salary payments owing to me. This amount is my registration fee for this Employment Agreement and is payable to the Real Estate Association of NSW. This authority is given pursuant to Section 118(2) of Part 10 of Chapter 2 of the *Industrial Relations Act 1996*.

Signed..... This.....day of..... 19.....

OFFICE USE ONLY

Receipt No: Registration No:

ERA.App:..... Registration Date:

PART D - SCHEDULE 2

CERTIFICATE OF EXEMPTION

AGREEMENT: dated..... 199...

BETWEEN:ACN No.

(Company name if applicable)

trading as

('the Employer')

AND:

of (insert address).....

('the Employee')

RECITALS

(A) The Employer is licensed under the *Property Stock & Business Agents Act 1941* ('the Act') and carries on business as a real estate agent
at (insert address)

(B) The Employee is registered, or is to be registered, as a "Salesperson" under the Act, and holds, or will apply to hold, a current Certificate of Registration or holds a Real Estate Agents Licence.

(C) The Parties acknowledge that this Agreement:

(1) complies with the requirements of Part 'A' of the Real Estate Industry (State) Award ('the Award'); and

(2) will be lodged for approval in accordance with Part 'A' of the Award; and

(3) records the terms and conditions of the Employee's ongoing employment.

AGREEMENT

1. EMPLOYMENT

1.1 For the purposes of the Award, the Employee will be classified as a: (*please tick*)

- ☐ Salesperson
☐ Property Manager

1.2 (Delete either (a) or (b), whichever is not applicable)

(a) The employment is subject to the satisfactory completion by the Employee of a three

month trial period. At any time during this period, either party may terminate the employment by providing one week's notice to the other party. On or before the end of the trial period the Employee's performance/conduct will be reviewed. If satisfactory, employment will be confirmed; or

- (b) The employment is not subject to a trial period.

2. EMPLOYEE'S DUTIES AND RESPONSIBILITIES

2.1 The Employee will during the period of employment:-

- (a) comply with the Employer's policies and procedures as varied from time to time (which shall not be inconsistent with the Award);
- (b) perform all such lawful duties, which are directed by the employer;
- (c) promote the business, goodwill and reputation of the Employer's business;
- (d) if the Employee is a Salesperson actively seek property listings on behalf of and in the name of the Employer and notify the Employer of all properties available for listing. The Employee will not withhold any listing from the Employer and will not offer any property to any prospective buyer, which is not listed by or through the Employer. When the Employee obtains a property listing, the Employer will ensure that an Agency Agreement authority is executed by the prospective seller; and
- (e) comply with the Act's requirements.

2.2 The Employee will not be engaged, concerned or interested in any business, which competes, with the Employer's business without the prior written consent of the Employer.

2.3 The Employee will not accept any payment or any other benefit in money or in kind from any person as an inducement or reward for any act or forbearance or in connection with any matter or business transacted by or on behalf of the Employer without the knowledge and authorisation of the Employer.

3. THE EMPLOYEE'S UNDERTAKINGS

3.1 The Employee undertakes:-

- (a) to provide at the place of work and maintain at his/her own expense a registered and insured motor vehicle in good mechanical condition where a motor vehicle is not supplied by the Employer, provided that in such circumstances the Employee will be entitled to the locomotion allowance prescribed by the award. The motor vehicle must be comprehensively insured to cover all risks associated with the Employee's use of the motor vehicle in the course of his/her employment. The Employee must hold a current drivers licence. The Employer reserves the right to sight the Employee's driver's licence and motor vehicle insurance policy from time to time;
- (b) to report to the Employer as soon as possible any complaints made by any client or customer of the Employer of which the Employee becomes aware;
- (c) to notify the Employer promptly of any accident, illness or injury (and anticipated recovery period) preventing the Employee, temporarily or permanently, from performing his/her duties under this Agreement;
- (d) to attend such training seminars, programmes or conferences relevant to his/her vocational development as the Employer may direct at the Employer's expense;
- (e) not to incur expenses on the Employer's behalf or pledge the credit of the Employer

without the prior approval of the Employer;

- (f) not to enter into or sign any agreement or contract on behalf of the Employer or make any promise or representation on behalf of the Employer without the prior approval of the Employer;
- (g) to properly receipt money received by the Employee in the course of his/her employment and deal with it in accordance with the Employer's policy/procedures manual, or normal procedures or as directed from time to time by the Employer;
- (h) perform the duties assigned to him or her conscientiously and diligently and refrain from doing anything which may adversely affect or reflect upon the Employer or the Employer's business; and
- (i) to keep his/her registration under the Act current at all times, unless unable to do so for a reason beyond the Employee's control in which case the Employee shall promptly inform the Employer of that fact; and
- (j) comply with the employer's office policies and procedures.

4. EMPLOYERS' UNDERTAKINGS

The Employer undertakes to:-

- (a) disclose to the Employee such of the Employer's current property listings, as the Employer considers appropriate;
- (b) provide the Employee with sufficient office space, furniture, office telephone facilities, maps, plans, stationery, manuals, diary, forms of contracts, forms of leasing agreements and all other forms and agreements as are necessary to enable the Employee to fully perform his/her duties and responsibilities under this Agreement;
- (c) allow the Employee to use all names, trademarks, logo or symbols owned by or used by the Employer in the conduct of the Employer's business;
- (d) bring to the Employee's attention any relevant policy or procedure which is required to be observed by the Employee, where practicable, by providing copies of such policies to the Employee and by updating any such policy in a timely fashion;
- (e) provide the Employee with any instruction and training deemed necessary by the Employer; and
- (f) consult with the Employee regarding any significant changes in working arrangements and/or policies proposed to be introduced by the Employer.

5. EXPENSES

The Employee will be reimbursed for any expenses, which are incurred at the request of the Employer. Where reasonably practicable, expenses will be paid in advance.

6. REMUNERATION AND ALLOWANCES

6.1A SALARY ONLY

The Employer will pay the Employee a base salary of \$..... per week.

6.1B SALARY PLUS COMMISSION/BONUS

The Employer will pay the Employee a base salary of \$..... per week. The Employee will be further entitled to sales commission/bonus calculated in accordance with the provisions agreed to between the Employer and the Employee and as contained in a separate document, a copy of

which is to be kept by each of them.

6.1C LOCOMOTION ALLOWANCE (delete (A) OR (B), whichever is not applicable)

A. WEEKLY USE (delete (i) or (ii) whichever is not applicable)

- (i) The employer is to provide a motor vehicle for use by the employee in the course of the employee's employment; or
- (ii) The employee is required to provide a motor vehicle and will receive an allowance by way of either:- (tick the appropriate box)
 - ☐ a standing charge and per kilometre supplement; or
 - ☐ a lump sum.

The amount of allowance paid will be calculated in accordance with either Item 2 or 3 of Table 2, Other Rates and Allowances, of Part E Monetary Rates of the Award, and will depend upon the age and engine capacity of vehicle used by the employee from time to time during the period of employment.

B. OTHER THAN WEEKLY USE (FULL-TIME PROPERTY MANAGERS/OFFICERS ONLY)

The employee is only required to provide a motor vehicle on the following specified days each week to a maximum of two days:

- (i) _____
- (ii) _____

These days may be varied by agreement where circumstances make it mutually convenient to do so.

For each day specified above the employee will be paid one fifth of the lump sum prescribed in either Item 2 or 3 of Table 2, Other Rates and Allowances, of Part E Monetary Rates of the Award, depending upon the age and engine capacity of vehicle used by the employee from time to time during the period of employment.

6.1CA The following details relate to the vehicle provided by the employee upon commencement of employment under this Employment Agreement:

Engine Capacity:cc's

Date stamp as per compliance plate of vehicle:mthyear

6.1D PHONE ALLOWANCES (Delete either (a) or (b), whichever is not applicable)

- (a) The employee is not required to use a telephone at his or her place of residence in the course of his or her employment; or
- (b) The employee is required to use a telephone at his or her place of residence in the course of employment. The employee will receive reimbursement for such use in accordance with Item 4 of Table 2, Other Rates and Allowances of Part E Monetary Rates of the Award, by way of either: - (tick the appropriate box)
 - ☐ a weekly allowance plus cost of calls; or
 - ☐ a lump sum.

6.1DA Where the Employee is directed by the Employer to use or supply a mobile phone the Employer will meet the cost of the use or supply of the phone. The basis on which the cost shall be met shall be agreed between the Employee and the Employer and evidenced in Clause 11 of this Employment Agreement.

- 6.2 The payment of wages and allowances will be made [wkly, frtngly, mthly] by way of [cash, chq, EFT]
- 6.3 The Employee's commission will become due and owing to the Employee only if commission in respect of the completed transaction has been received by the Employer.
- 6.4 Any action, claim or demand ('claim') for commission will be maintained by the Employer in the Employer's name and any decision on whether to pursue that course will be in the sole discretion of the Employer. If a claim for commission is made by the Employer, the Employee will only be paid commission if the claim is successful, and the commission recovered. The Employer may at his/her sole discretion settle a claim for commission. In such case, the Employee will only be entitled to a proportion of the commission calculated in accordance with the percentages referred to in the annexure to this Employment Agreement.
- 6.5 In accordance with the provisions of the Act, the Employee must disclose to the Employer any intention to:
- (a) purchase any property listed by or through the Employer or any intention to become beneficially interested in the purchase of any property listed by or through the Employer; or
 - (b) sell any property or list for sale with the Employer any property that the Employee owns or is in any way beneficially interested.

7. TERMINATION OF EMPLOYMENT

- 7.1 If the Employee wishes to voluntarily terminate his/her employment (and this Agreement), the Employee must give one week's notice in writing to the Employer. In the event that notice is not so given the Employee shall forfeit the equivalent salary.
- 7.2 The Employer may terminate this Agreement by giving the Employee the notice (or payment of salary in lieu of notice) referred to in paragraph 7.3 depending on the continuous duration of the Employee's employment.

7.3

The Employee's Period of Continuous Service	Minimum Period of Notice
Not more than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

If the Employee is 45 years of age or older and has been employed by the Employer for at least two years, the Employee is entitled to an additional one weeks' notice (or payment of salary in lieu of notice).

- 7.4 Notwithstanding the provisions of Clause 7.2 herein, the Employer may dismiss the Employee without notice if the Employee is guilty of Misconduct of a type that would make it unreasonable to require the Employee to continue his/her employment. Misconduct includes dishonesty, gross neglect of duty (eg through drunkenness or intoxication), wilful misrepresentation of qualifications or employment history, conviction of a criminal offence which in the opinion of the Employer affects the Employee's suitability as an employee, gross misbehaviour which may injure the Employer's reputation or wilful disobedience of the Employer's lawful directions.
- 7.5 On termination of his/her employment (for any reason), the Employee will immediately deliver up to the Employer all property and information belonging to the Employer, including, but without being limited to, past, current or prospective customer or client lists, property listings, files, business stationery, diary, manuals, unused business cards, legal documents, keys, books, plans, maps, tape recordings, two-way radios, mobile telephones, clothing and uniforms, credit cards, signs or marks in relation to any property or transaction completed or in the process of completion, or listed with the Employer at the date of termination of employment, and all other

goods supplied to the Employee by the Employer.

- 7.6 Termination of the Employee's employment will not limit the Employer's right against the Employee in respect of any breach of this Agreement by the Employee or any claim for loss or damage arising in favour of the Employer or any corresponding right which the Employee may have against the Employer for a breach of this agreement.

8. DUTY OF CONFIDENTIALITY

- 8.1 The Employee shall at all times treat as and keep confidential all information that is the property of the Employer that has not lawfully entered the public domain, which includes but is not limited to the names and other information contained within the Employer's Database (as defined in clause 8.3), which the Employee may become aware of during the course of his/her employment;

- 8.2 The Employee shall not use or divulge any of the information referred to in clause 8.1 either during the period of employment or after employment ceases, other than:

- (a) in the ordinary course of his/her employment;
- (b) with the Employer's prior written consent;
- (c) for the purpose of obtaining legal advice as to confidentiality; or
- (d) by compulsion of law.

- 8.3 In this clause 'Database' includes but is not limited to:

- (a) names, addresses and phone numbers of sellers, buyers and prospective sellers and buyers or the names addresses and phone numbers of any property owner on whose behalf a property is managed by the Employer;
- (b) financial information;
- (c) budgets; and
- (d) Employer's contract information

9. VARIATION OF TERMS

Any variation to this Certificate of Exemption shall not cause termination of it unless specifically agreed to by the parties. Any such variation shall remain in full force and effect, varied only to the extent of the change. Any such variation agreed to by the parties, shall be registered in accordance with the provisions of the award.

10. STATUTORY/AWARD ENTITLEMENTS

The parties note that the minimum conditions of employment are contained in the Award and other conditions under state and federal law (e.g. Annual Leave, Long Service Leave and Occupational Superannuation).

11. OTHER PROVISIONS (insert as agreed)

.....

12. REGISTRATION OF THIS CERTIFICATE OF EXEMPTION

The Employee acknowledges that the execution of this Certificate of Exemption and payment of the Employee's registration fee, is a condition of employment with the Employer. The payment of the employee's registration fee does not extend membership of the Real Estate Association of NSW to the employee.

SIGNED by.....

Name of Employee

SIGNED for and on behalf of

Name of Organisation

.....
 Signature of Employee Signature of Employer
 in the presence of : in the presence of :

 Signature of Witness Signature of Witness

 Name of Witness (Print) Name of Witness (Print)

13. AUTHORITY TO DEDUCT

I hereby authorise the Employer to deduct \$50.00 from salary payments owing to me. This amount is my registration fee for this Certificate of Exemption and is payable to the Real Estate Association of NSW. This authority is given pursuant to Section 118(2) of Part 10 of Chapter 2 of the *Industrial Relations Act 1996*.

Signed..... This.....day of..... 19.....

OFFICE USE ONLY :

Receipt No: Registration No:

ERA.App: Registration Date:

PART D - SCHEDULE 3

EMPLOYEE'S TRAVEL SCHEDULE

To be completed by the employee in order to be reimbursed in accordance with Clause 31 of the Real Estate Industry (State) Award, for each kilometre travelled in the course of employment.

Employer: (insert trading name)
 Employee: (insert name)
 Pay period ending: (insert date)
 Car Odometer Reading Start:
 Car Odometer Reading Finish:
 Car: Make & Model:

DATE	START LOCATION	DESTINATION	PURPOSE	TOTAL KMS TRAVELLED	SIGNATURE
TOTAL					

THE EMPLOYEE SHALL PRESENT A COPY OF THIS SCHEDULE TO THE EMPLOYER AT THE END OF THE NOMINATED PAY PERIOD.

Employer's signature:

Date Received:

PART E - MONETARY RATES

Basic Wage for Adult Males: \$121.40 per week

Table 1 - Rates of Pay

Full-time Employees	Former Wage Rate Per Week (\$)	June 2000 SWC Adjustment (\$)	New Wage Rate Per Week (ffpp 1/1/2001) (\$)
Salesperson	420.10	15.00	435.10
Property Manager	459.50	15.00	474.50
Property Officer:			
Grade 1	443.00	15.00	458.00
Grade 2	425.00	15.00	440.00
Grade 3	409.10	15.00	424.10
Licensee-in-Charge	509.00	15.00	524.00
Apprentices			
- 1st year	208.60	6.45	215.05
- 2nd year	265.30	8.25	273.55
- 3rd year	303.30	9.40	312.70

Table 2 - Other Rates and Allowances

Item No.	Clause	Brief Description	Amount (\$)
1.	11(c)(i) & (ii) & 10(d)	Employment Agreement - employer and employee registration fee	55.00 each, which amount includes GST.
2.	31(b)(ii)	Use of own vehicle where vehicle is new to five years of age: engine capacity up to and including 1600cc - standing charge - kilometre rate - lump sum by agreement engine capacity 1601cc up to and including 2600cc - standing charge - kilometre rate - lump sum by agreement engine capacity over 2600cc - standing charge - kilometre rate - lump sum by agreement	76.25 per week 0.12 per km 140.00 per week 104.50 per week 0.14 per km 180.00 per week 108.75 per week 0.16 per km 195.00 per week
3.	31(b)(iii)	Use of own vehicle where vehicle is six years of age or older: engine capacity up to and including 1600cc - standing charge - kilometre rate - lump sum by agreement engine capacity 1601cc up to and including 2600cc - standing charge - kilometre rate - lump sum by agreement engine capacity over 2600cc - standing charge - kilometre rate - lump sum by agreement	38.75 per week 0.12 per km 105.00 per week 58.00 per week 0.14 per km 135.00 per week 63.25 per week 0.18 per km 160.00 per week

4.	32	Telephone reimbursements - annual rental - weekly allowance - lump sum	170.00 3.26 8.50
5.	37	Certificate of Exemption - employer & employee registration fee	55.00 each, which amount includes GST.

R. J. PATTERSON, Commissioner.

Printed by the authority of the Industrial Registrar.

(924)

SERIAL C0504

REAL ESTATE INDUSTRY (STATE) TRAINING WAGE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1233 of 2001)

Before Commissioner Patterson

28 June 2001

REVIEWED AWARD

1. ARRANGEMENT

This award is arranged in the following manner:

PART A

Clause No	Subject Matter
1.	Title
2.	Application
3.	Objective
4.	Definitions
5.	Training Conditions
6.	Employment Conditions
7.	Hours of Work
8.	Locomotion Allowance
9.	Wages
10.	Grievance Procedure
11.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1A & 1B - Weekly Rates - Industry/Skill Level A
Table 2 - School Based Traineeships
Table 3 - Hourly Rates for Trainees Who Have Left School
Table 4 - Hourly Rates for School-Based Traineeships
Table 5 - Other Rates and Allowances
Appendix A - Industry Skill Levels

PART A**1. TITLE**

This award shall be known as the Real Estate Industry (State) Training Wage Award.

2. APPLICATION

- (a) Subject to subclause (c) of this clause, this award shall apply to persons who are undertaking a Traineeship (as defined) and is to be read in conjunction with the awards contained in clause 11, Area, Incidence and Duration, or any legally registered award or any former industrial agreement of the Industrial Relations Commission of New South Wales which covers the terms and conditions of employment of persons performing work covered by the listed awards in the said clause 11.
- (b) Notwithstanding (a), this award shall apply provisionally for an interim period:
- (i) Starting upon the commencement date as recorded on a valid "Application to Establish a Traineeship" signed by both the employer and the Trainee, which has been lodged with the Relevant NSW Training Authority; and
 - (ii) Ending upon the expiry of one calendar month period immediately following the employer's receipt of the Indenture Papers from the Relevant Training Authority.
- In any case, the duration for which this award may provisionally apply shall be no longer than two calendar months, or such longer period as may be required to accommodate a delay in processing the "Application to Establish a Traineeship" which is beyond the control of the employer.
- (c) The terms and conditions of the awards in clause 11 or any former industrial agreement of the Industrial Relations Commission of New South Wales shall apply, except where inconsistent with this award.
- (d) Notwithstanding the foregoing, this award shall not apply to employees who were employed by an employer under an award referred to in subclause (a) of this clause prior to the date of approval of a Traineeship relevant to the employer, except where agreed upon between the employer and the relevant union(s).
- (e) This award does not apply to the apprenticeship system or any training program, which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 27 April 1998 or in an award that binds the employer.
- (f) At the conclusion of the Traineeship, this Award shall cease to apply to the employment of the Trainee and the Parent Award shall apply to the former Trainee.

3. OBJECTIVE

The objective of this award 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 shall be displaced from employment by Trainees. Nothing in this award shall be taken to replace the

prescription of training requirements in the Parent Award.

4. DEFINITIONS

Structured Training means that training which is specified in the Training Plan, which is part of the Training Agreement registered with the relevant NSW Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a Traineeship approved by the relevant NSW Training Authority and leads to a qualification set out in clause 5(f).

Parent Award means an award that applies to a Trainee, or that would have applied, but for the operation of this award.

Relevant Union means a union party to the making of the Parent Award and which is entitled to enrol the Trainee as a member.

Trainee is an individual who is a signatory to a training agreement registered with the relevant NSW Training Authority and is involved in paid work and structured training, which may be on or off the job. A Trainee can be full-time, part-time or school-based.

Traineeship means a system of training which has been approved by the relevant NSW Training Authority, and includes full time Traineeships and part time Traineeships including school-based Traineeships.

Training Agreement means an instrument which establishes a Traineeship under the *Industrial and Commercial Act 1989*. (Note: Under the Industrial and Commercial Training Act a training agreement is also referred to as an indenture).

Training Plan means a programme of training which forms part of a Training Agreement registered with the Relevant NSW Training Authority.

School-Based Trainee is a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a Traineeship which forms a recognised component of their HSC curriculum, and is endorsed by the relevant NSW Training Authority and the NSW Board of Studies as such.

Relevant NSW Training Authority means the Department of Education and Training, or successor organisation.

Year 10 For the purposes of this award any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

5. TRAINING CONDITIONS

- (a) The Trainee shall attend an approved training course or training program prescribed in the Training Agreement or as notified to the Trainee by the Relevant NSW Training Authority in an accredited and relevant Traineeship.
- (b) A Traineeship shall not commence until the relevant Training Agreement, has been signed the employer and the Trainee and lodged for registration with the Relevant NSW Training Authority.
- (c) The employer shall ensure that the Trainee is permitted to attend the training course or program provided for in the Training Agreement and shall ensure that the Trainee receives the appropriate on-the-job training.
- (d) The employer shall provide a level of supervision in accordance with the Training Agreement during the Traineeship period.
- (e) The employer agrees that the overall training program will be monitored by officers of the Relevant NSW Training Authority and that training records or work books may be utilised as part of this monitoring process.

- (f) Training shall be directed at:
- (i) the achievement of key competencies required for successful participation in the workplace (eg. literacy, numeracy, problem solving, teamwork, using technology) and an Australian Qualification Framework Certificate Level 1.
- This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or
- (ii) the achievement of key competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies) as are proposed to be included in an Australian Qualification Framework certificate Level 11 or above.

6. EMPLOYMENT CONDITIONS

- (a) A Trainee shall be engaged as a full-time employee for a maximum of one year's duration or a part-time Trainee for a period no greater than the equivalent of one year full-time employment.

For example, a part-time Trainee working 2 1/2 days per week (including the time spent in approved training) works (and trains) half the hours of a full-time Trainee and therefore their Traineeship could extend for a maximum of two years.

In any event, unless the Relevant NSW Training Authority directs, the maximum duration for a Traineeship shall be thirty-six months.

By agreement in writing, and with the consent of the relevant NSW 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.

- (b) 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.
- (c) Where the Trainee completes the qualification in the Training Agreement, earlier than the time specified in the Training Agreement then the Traineeship may be concluded by mutual agreement.
- (d) A Traineeship shall not be terminated before its conclusion, except in accordance with the *Industrial and Commercial Training Act 1989*, or by mutual agreement.

An employer who chooses not to continue the employment of a Trainee upon completion of the Traineeship shall notify, in writing, the relevant NSW Training Authority of their decision.

- (e) The Trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the Structured Training in accordance with the Training Agreement.
- (f) 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 any Parent Award or any other legislative entitlements.
- (g)
 - (i) 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.
 - (ii) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of the Parent Award.
 - (iii) No Trainee shall work shift work unless the relevant parties to this Award agree that such shift work makes satisfactory provision for Structured 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.

- (iv) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the Parent Award.
- (h) All other terms and conditions of the Parent Award(s) that are applicable to the Trainee or would be applicable to the Trainee but for this Award shall apply unless specifically varied by this Award. It is a specified condition of this award that clauses 10, 11, 28, 29 and 30, of the Parent Award shall not apply to the employment of a Trainee.
- (i) 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 payment.

The following employment conditions apply specifically to part-time and school-based Trainees.

- (j) A part-time Trainee shall receive, on a pro rata basis, all employment conditions applicable to a full-time Trainee. All provisions of this award shall apply to part-time Trainees except as specified in this clause.
- (k) A part-time Trainee may, by arrangement, transfer from a part-time to a full-time Traineeship position should one become available.
- (l) The minimum daily engagement periods, applying to part-time employees, specified in the Parent Award(s) shall also be applicable to part-time Trainees.

Where there is no provision for a minimum daily engagement period in the Parent Award(s) or other industrial instrument(s), applying to part-time employees, then the minimum start per occasion shall be 3 continuous hours, except in cases where it is agreed that there shall be a start of 2 continuous hours, on 2 or more days per week, provided that:

- (i) a 2 hour start is sought by the employee to accommodate the employee's personal circumstances, or
- (ii) the place of work is within a distance of 5 km from the employee's place of residence.
- (m) School-based Trainees shall not be required to attend work during the interval starting four weeks prior to commencement of the final year Higher School Certificate Examination period and ending upon the completion of the individual's last HSC examination paper.
- (n) For the purposes of this award, a school-based Trainee shall become an ordinary Trainee as at January 1 of the year following the year in which they ceased to be a school student.

7. HOURS OF WORK

- (1) The ordinary hours of work for full-time Trainees shall be an average of 40 per week, worked in accordance with the following provisions:
 - (a) 160 hours in any four-week cycle. A Trainee shall be entitled to a minimum of eight rostered days off per four-week cycle.
 - (b) Notwithstanding the provisions of subclause (a) of this clause, a Trainee shall not be required to work more than ten hours on any given day.
 - (c) A Trainee who works in excess of 160 hours over a four week cycle, or 10 hours on any given day, shall be paid overtime at the rate of time and one-half for each hour worked.
 - (d) The development of an appropriate roster of hours and days on duty will be prepared by the employer, having regard to the conditions and requirements of the training agreement. Broken periods may be worked on days where the Trainee is required to attend courses or instruction

pursuant to the training agreement.

- (e) An employee roster may be altered by mutual consent at any time by a amendment of the roster by the employer on no less than seven days notice.

8. LOCOMOTION ALLOWANCE

- (a) Where an employer provides a motor vehicle for the use of a Trainee, all expenses arising out of the provision, maintenance and operation of such vehicle shall be at the expense of the employer.
- (b) Where a Trainee is required to use his or her own vehicle, by agreement, in the course of his or her employment, with the authorisation of the employer, he or she shall, in addition to any other entitlements under this award, be paid an allowance as set out in item 1 of table 5 - Other Rates and Allowances Part B, Monetary Rates, per kilometre so travelled, provided that the maximum locomotion allowance per week payable pursuant to his clause shall be as set out in item 2 of the said table.

9. WAGES

Wages - Full-time Trainees

- (a) The weekly wages payable to full-time Trainees shall be as follows:

Industry/Skill Level A	Table 1
School-based Trainees	Table 2

- (b) These wage rates will only apply to Trainees while they are undertaking an approved Traineeship, which includes Structured Training as defined in this Award.
- (c) The wage rates prescribe by this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.

The rates of pay in this award include the third \$8.00 per week arbitrated safety net adjustment under the State Wage Case - April 1996 decision. This arbitrated safety net adjustment may be offset to the extent of any wage increase received at the enterprise level since 29 May 1991. Increases made under the previous State Wage Case principles or under the current principles, excepting those resulting at the enterprise level, are not to be used to offset arbitrated safety net adjustments.

- (d) The rates of pay in this award include the adjustments payable under the State Wage Case of May 2000. These adjustments may be offset against:
- (i) any equivalent over award payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
- (e) Appendix A sets out the skill level of a Traineeship. The industry skill/levels contained in Appendix A are, illustrative of the appropriate levels but are not determinative of the actual skill levels (ie, skill levels A, B or C) that may be contained in a Traineeship. The determination of the appropriate skill level for the purpose of determining the appropriate wage rate shall be based on the following criteria:
- (i) any agreement of the parties, or submission by the parties;
 - (ii) the nature of the industry;
 - (iii) the total training plan;

- (iv) recognition that training can be undertaken in stages;
- (v) the exit skill level in the Parent 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.

- (f) For the purposes this provision, "out of school" shall refer only to periods out of school beyond Year 10, and shall be deemed to:
 - (i) include any period of schooling beyond Year 10 which was not part of, nor contributed to, a completed year of schooling;
 - (ii) include any period during which a Trainee repeats in whole or part a year of schooling beyond year 10;
 - (iii) not include any period during a calendar year in which a year of schooling is completed; and
 - (iv) have effect on an anniversary date, being January 1 each year.

Wages for Part-time and School-based Trainees

- (g) This clause shall apply to Trainees who undertake a Traineeship on a part time basis by working less than full-time ordinary hours and by undertaking the approved training at the same or lesser training time than a full-time Trainee.
- (h) Table 3 - Hourly Rates for Trainees who have left school and Table 4 - Hourly Rates for School-based Traineeships of Part B, Monetary Rates are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in approved training. These rates are derived from a 40-hour week.
- (i) The hours for which payment shall be made are determined as follows:
 - (i) Where the approved training for a Traineeship (including a school-based Traineeship) is provided off-the-job by registered training organisation, for example at school or at TAFE, these rates shall apply only to the total hours worked by the part-time Trainee on-the-job.
 - (ii) Where the approved training is undertaken on-the-job or in a combination of on-the-job and off-the-job, and the average proportion of time to spent in approved training is 20% (i.e. the same as for the equivalent full-time Traineeship):
 - (1) If the training is solely on-the-job, then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.
 - (2) If the training is partly on-the-job and partly off-the-job then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

Note: 20 per cent is the average proportion of time spent in approved training, which has been taken into account in setting the wage rates for most full-time Traineeships.

- (j) For Traineeships not covered by clause 9(b) above, the following formula for the calculation of wage rates shall apply:

The wage rate shall be pro rata the full time rates based on variation in the amount of training and/or the amount of work over the period of the Traineeship, which may also be varied on the basis of the following formula.

$$\text{Wage} = \frac{\text{Full-time wage rate} \times \text{Trainee hours-average weekly training time}}{32 *}$$

*Note: 32 in the above formula represent 40 ordinary full-time hours less the average training time for full-time Trainees (i.e. 20%).

- (i) "Full-time wage rate" means the appropriate rate as set out in Table 1 - Industry/Skill Level A, Table 2 - School Based Traineeships of Part B, Monetary Rates.
- (ii) "Trainee Hours" shall be the hours worked per week including the time spent in Structured Training. For the purposes of this definition the time spent in Structured Training may be taken as an average for that particular year of the Traineeship.
- (iii) "Average weekly training time" is based upon the length of the Traineeship specified in the Traineeship agreement or training agreement as follows:

$$\text{Average weekly training time} = \frac{8 \times 12}{\text{length of the Traineeship in months}}$$

Note 1: 8 in the above formula represents the average weekly training time for a full-time Trainee whose ordinary hours are per week.

Note 2: The parties note that the Traineeship agreement will require a Trainee to be employed for sufficient hours to complete all requirements of the Traineeship, including on the job work experience and demonstration of competencies. The parties also note that this would normally result in the equivalent of a full day's on the job work per week.

10. GRIEVANCE PROCEDURES

- (a) Procedures relating to grievances of individual Trainees:
 - (i) A Trainee shall notify the employer as to the substance of any grievance and request a meeting with the employer for bilateral discussions in order to settle the grievance.
 - (ii) If no remedy to the Trainee's grievance is found, then the Trainee shall seek further discussions and attempt to resolve the grievance at a higher level of authority, where appropriate.
 - (iii) Reasonable time limits must be allowed for discussions at each level of authority.
 - (iv) At the conclusion of the discussions, the employer must provide a response to the Trainee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy. At this stage an employer or a Trainee may involve an industrial organisation of employers or employees of which the Trainee is a member.
 - (v) If no resolution of the Trainee's grievance can be found, then:
 - (i) if the dispute relates to issues of training then the matter may be referred to the NSW Commissioner of Vocational Training in accordance with the *Industrial and Commercial Training Act 1998*; or
 - (ii) if the dispute relates to industrial issues then the matter may be referred to the Industrial Relations Commission of New South Wales by either the employer, an industrial organisation of employers or a union representing the Trainee.
 - (vi) While this grievance procedure is being followed, normal work shall continue.
- (b) Procedures relating to disputes, etc., between employers and their Trainees:
 - (i) A question, dispute or difficulty must initially be dealt with at the workplace level where the

problem has arisen. If the problem cannot be resolved at this level, the matter shall be referred to a higher level of authority.

- (ii) If no resolution can be found to the question, dispute or difficulty, the matter may be referred to the Industrial Relations Commission by any of the parties to the dispute.
- (iii) Reasonable time limits must be allowed for discussion at each level of authority.
- (iv) While a procedure is being followed, normal work must continue.
- (v) The employer may be represented by an industrial organisation of employers and the Trainees may be represented by an industrial organisation of employees for the purpose of each procedure.

11. AREA, INCIDENCE AND DURATION

This award shall apply to all classes of Trainees who would ordinarily be covered by the following awards:

Real Estate Industry (State) Award

excluding the County of Yancowinna

This award rescinds and replaces the Real Estate Industry (State) Training Wage Award published 8 March 1996 (291 I.G. 164) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19 (6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of the New South Wales on 18 December 1998 (308 IG 307) take effect on and from 28 June 2001.

This award shall take effect from the beginning of the first pay period to commence on or after 28 June 2001 and shall have a nominal term of twelve months.

PART B

MONETARY RATES

TABLE 1A - Weekly Rates - 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 Skill Level A

Highest Year of Schooling Completed			
School Leaver	Year 10 \$	Year 11 \$	Year 12 \$
	142.00 (50%) 165.00 (33%)	176.00 (33%) 198.00 (25%)	249.00
Plus 1 year out of School	198.00	241.00	281.00
Plus 2 years out of School	241.00	281.00	327.00
Plus 3 years out of School	281.00	327.00	374.00
Plus 4 years out of School	327.00	374.00	
Plus 5 years or more	374.00		

The above rates in Table 1A are payable from the first full pay period on and after the 28th June 2001, and include the adjustments payable under the State Wage cases of June 1998 and June 1999.

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

TABLE 1B - WEEKLY RATES - 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 Skill Level A.

Highest Year of Schooling Completed			
School Leaver	Year 10 \$	Year 11 \$	Year 12 \$
	187.00	205.00	249.00
Plus 1 year out of School	205.00	249.00	290.00
Plus 2 years out of School	249.00	290.00	337.00
Plus 3 years out of School	290.00	337.00	386.00
Plus 4 years out of School	337.00	386.00	386.00
Plus 5 years or more	386.00	386.00	386.00

The average proportion of time spent in Structured Training, which has to be taken into account in setting the above rates, is 20%.

The above rates in Table 1B are payable from 1 December 2001.

TABLE 2 - SCHOOL-BASED TRAINEESHIPS

Year of Schooling		
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A	187.00	205.00

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

TABLE 3 - HOURLY RATES FOR TRAINEES WHO HAVE LEFT SCHOOL

	Year 10	Year 11	Year 12
School leaver	5.84	6.40	7.78
1 year after leaving school	6.40	7.78	9.06
2 years +	7.78	9.06	10.53
3 years +	9.06	10.53	12.06
4 years +	10.53	12.06	
5 years +	12.06		

TABLE 4 - HOURLY RATES FOR SCHOOL BASED TRAINEESHIPS

Year of Schooling		
	Year 11 \$	Year 12 \$
Skills Levels A	5.84	6.40

TABLE 5 - OTHER RATES AND ALLOWANCES

Item No	Clause No.	Brief Description	Amount \$
1	8b	Locomotion allowance	0.53 per Kilometre so travelled
2	8b	Locomotion allowance - maximum	231.00 per week

APPENDIX A - 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

R. J. PATTERSON, Commissioner.

Printed by the authority of the Industrial Registrar.

(159)

SERIAL C0507**COMMERCIAL TRAVELLERS, &c., (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 957 of 2001)

Before Commissioner Patterson

28 June 2001

REVIEWED AWARD**ARRANGEMENT****PART A**

1. Title
2. Award Modernisation
3. Flexibility of Work
4. Enterprise Agreements
5. Training
6. Meaning and Interpretation
7. Division into Parts
8. Statement of Engagement

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9. Definitions
10. Remuneration
11. Expenses
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13. Definitions
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Appendix I

Annexure - Wholesale Merchandiser Employment

PART B**MONETARY RATES**

TABLE 1 - Remuneration
TABLE 2 - Other Rates and Allowances.

PART A**1. TITLE**

This Award shall be known as the Commercial Travellers, &c., (State) Award.

2. AWARD MODERNISATION

- (i) The parties are committed to examining this award to ensure it reflects the needs of modern business and to eliminate or amend provisions which restrict the ability of employers to adapt quickly and efficiently to changes affecting their business and the provision of service to the consumer/customer.
- (ii) The parties are committed to modernising the terms of the award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.
- (iii) The Union is prepared to discuss with employers all matters raised by the Union and the employers for increased flexibility. As such any discussion with the Union must be premised on the understanding that -
 - (a) changes will not be of a negative cost-cutting nature;
 - (b) the negotiations will include the union and employer associations;
 - (c) the Union will not unreasonably oppose agreement;
 - (d) if agreement cannot be reached to the Industrial Registrar pursuant to the *Industrial Relations Act*, 1996 for resolution.
- (iv) Should an agreement be reached between the parties pursuant to this clause at an enterprise and that agreement requires award variation for that enterprise, the parties will not oppose that award variation.
- (v) The parties agree that under this heading any award matter can be raised for discussion.

3. FLEXIBILITY OF WORK

- (i) Employees are to perform a wider range of duties, including work, which is incidental or peripheral to their main task or functions.
- (ii) Employees shall perform such work as is reasonable and lawfully required of them by the employer, including accepting instruction from authorised personnel.
- (iii) Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to the employee.
- (iv) Employees shall not impose any restrictions or limitations on a reasonable review of work methods or standard work times.
- (v) Discussion shall take place at the enterprise level with a view to reaching agreement for employees to perform a wider range of tasks, removal of demarcation barriers and participation of employees in additional training.
- (vi) For the purpose of increasing productivity, flexibility and efficiency in mixed enterprises, as well as enhancing opportunities for employees, broad banding may extend, by agreement between an employer and an employee, to allow the employee to perform any work in a mixed enterprise within the scope of their skills and competence. A mixed enterprise is defined as an establishment where the primary operation is not covered by this award.
- (vii) Subject to the provisions of sub-clause (v) of this clause, employees in a mixed enterprise shall not impose or continue to endorse demarcation barriers between the work of employees, provided that it is agreed that the work lies within the scope of the skill and competence of the employee concerned.

4. ENTERPRISE AGREEMENTS

- (1) (a) As part of the Structural Efficiency exercise and as an ongoing process for the achievement of improvements in productivity and efficiency, discussion should take place at an enterprise 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 and to encourage consultation mechanisms across the workplace to all employees in an enterprise and consideration of a single bargaining unit in all multi-union/union award workplaces. Union delegates at the place of work may be involved in such discussions.

- (b) The terms of any proposed genuine arrangement reached between an employer and employee(s) in any enterprise shall, after due processing, substitute for the provisions of this award to the extent that they are contrary, provided that:
 - (i) A majority of employees affected genuinely agree.
 - (ii) Such arrangement is consistent with the current State Wage Case principles.
- (c) (i) Before any arrangement requiring variation to the award is signed and processed in accordance with subclause (2), details of such arrangements shall be forwarded in writing to the union or unions with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member. A union or an employer association may, within 14 days thereof, notify the employer in writing of any objection to the proposed arrangements, including the reasons for such objection.
- (ii) When an objection is raised, the parties are to confer in an effort to resolve the issue.

PROCEDURES TO BE FOLLOWED -

- (2) Such enterprise arrangements shall be processed as follows:

- (a) All employees will be provided with the current prescriptions (e.g. award, industrial agreement or enterprise arrangement) that apply at the place of work.
- (b) (i) Where an arrangement is agreed between the employer and the employees or their authorised representative at an enterprise, such arrangement shall be committed to writing.

Where the arrangement is agreed between the employer and an absolute majority of permanent employees under this award at an enterprise, such arrangement shall be committed to writing.
- (ii) The authorised representative of employees at an enterprise may include a delegate, organiser or official of the relevant union if requested to be involved by the majority of employees at the establishment.
- (c) The arrangement shall be signed by the employer, or the employer's duly authorised representative, and the employees or their authorised representative with whom agreement was reached.
- (d) Where an arrangement is objected to in accordance with sub-clause (1) (c) (i) and the objection is not resolved, an employer may make application to the Industrial Relations Commission of New South Wales to vary the award to give effect to the arrangement.
- (e) The union and/or employer association shall not unreasonably withhold consent to the arrangements agreed upon by the parties.
- (f) If no party objects to the arrangement, then a consent application shall be made to the Industrial Relations Commission of New South Wales to have the arrangement approved.

Such applications are to be processed in accordance with the appropriate State Wage Case principles.

- (g) Where an arrangement is approved by the Industrial Relations Commission of New South Wales and the arrangement is contrary to any provisions of the award, then the name of the enterprise to which the arrangement applies, the date of operation of the arrangement, the award provisions from

which the said enterprise is exempt, and the alternative provisions which are to apply in lieu of such award provisions (or reference to such alternative provisions) shall be set out in a schedule to the award.

- (h) Such arrangement when approved shall be displayed on a notice board at each enterprise affected.
- (i) No existing employee shall suffer a reduction in entitlement to earnings, award or overaward, for working ordinary hours of work as the result of any award changes made as part of the implementation of the arrangement.

5. TRAINING

- (i) The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of the industry, a greater commitment to training is required. For this purpose a consultative mechanism and procedure appropriate to the size, structure and needs of the establishment or enterprise may be established in order to process any issues and/or matters that may arise in relation to training. Accordingly, the parties commit themselves to:
 - (a) Maintaining and developing an appropriately skilled and flexible workforce.
 - (b) Providing the opportunity for career development consistent with the needs of the individual company.
 - (c) Removing barriers to the utilisation of skills acquired.
- (ii) An employer may develop a training programme consistent with:
 - (a) The current and future training 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 through internal courses or courses conducted by accredited providers.

6. MEANING AND INTERPRETATION

- (i) Commercial Traveller, sales representative or employee shall include all persons within the jurisdiction of the Commercial Travellers (State) Industrial Committee whether remuneration is wholly or partly by commission or otherwise and whether employed wholly or partly on a commission basis or otherwise.
- (ii) Conciliation Committee shall mean the Commercial Travellers (State) Industrial Committee.
- (iii) Union shall mean the National Union of Workers, New South Wales Branch.
- (iv) Remuneration shall mean the weekly amount (exclusive of any amounts payable for locomotion allowance and/or commissions or bonuses or other incentive payments) payable to the employee pursuant to clause 10, Remuneration, of Part I - Local Employees, and clause 14, Remuneration - Country Traveller, of Part II - Country Employees, of this award.
- (v) Commission, for the purpose of this award, shall be deemed to include any financial incentive payment, financial bonus or financial reward directly related to the soliciting or obtaining of orders or business from a territory by an individual commercial traveller which is additional to remuneration payable to the employee pursuant to clause 10, Remuneration, of Part I - Local Employees, or clause 14, Remuneration - Country Traveller, of Part II - Country Employees, of this award.
- (vi) Wholesale Merchandiser shall mean a person employed to promote business of whatsoever kind, or conduct market research and enquiry, in retail stores, including the preparation of display units, gondola ends and other areas where the promotion of business is required and may include, as a minor feature of the work, the taking of orders, but excluding the stacking of shelves in a shop, except in an emergency,

other than persons employed by a bread manufacturer in a retail store.

7. DIVISION INTO PARTS

- (i) **PART I - LOCAL EMPLOYEES**, of this award shall apply to Local Employees and Local Wholesale Merchandisers as defined herein.
- (ii) **PART II - COUNTRY EMPLOYEES**, of this award shall apply to Country Employees and Country Wholesale Merchandisers as defined herein.
- (iii) **PART III - COMMISSION**, of this award, shall apply to all Commercial Travellers and Wholesale Merchandisers who are remunerated by commission in addition to the remuneration prescribed by clause 10, Remuneration - Country Traveller, of Part II - Country Employees, of this award.
- (iv) **PART IV - GENERAL**, of this award, shall apply to all Commercial Travellers and Wholesale Merchandisers.

8. STATEMENT OF ENGAGEMENT

In respect of every Sales Representative, Commercial Traveller or Wholesale Merchandiser, Probationary Sales Representative and Probationary Commercial Traveller, within 14 days from the commencement of the employment, the employer shall provide to each employee a written statement containing the information set out hereunder:

- (a) the remuneration payable;
- (b) the locomotion allowance payable;
- (c) the rate, or where there is more than one rate, the rates of commission payable;
- (d) the conditions, and terms on which commission or any part thereof is payable or is not payable;
- (e) deductions, if any, which are made or may be made from the commission payable; and
- (f) if the employee has a territory, the boundaries or limits of such territory.

PART I - LOCAL EMPLOYEES

9. DEFINITIONS

- (i) Local Employees shall mean a commercial traveller who is not required by his/her employer to remain away from his/her usual place of residence for more than fifty-four consecutive hours in any one week of seven days.
- (ii) Unless the context otherwise requires, local employees shall include a local probationary traveller.
- (iii) Statement of Engagement - In respect of every Sales Representative, Commercial Traveller, Probationary Sales Representative and Probationary Commercial Traveller, within 28 days from the operative date of this award or, where the employment commences after such date, within 14 days from the commencement of the employment, the employer shall provide to each employee a written statement containing the information set out hereunder: -
 - (a) the remuneration payable;
 - (b) the locomotion allowance payable;
 - (c) the rate or, where there is more than one rate, the rates of commission payable;
 - (d) the conditions and terms on which commission or any part thereof is payable or is not payable;
 - (e) deductions, if any, which are made or may be made from the commission payable; and
 - (f) if the employee has a territory, the boundaries or limits of such territory.
- (iv) Territory, for the purpose of this award, shall be deemed to include the geographic boundaries or any list of persons, or any combination thereof, from where or from whom the employee is required by his/her employer to solicit or obtain orders.
- (v) Local Wholesale Merchandiser means a Wholesale Merchandiser (as defined in clause 6, Meaning and

Interpretation) who is not required by his/her employer to remain away from his/her usual place of residence for more than fifty-four consecutive hours in any one week of seven days.

10. REMUNERATION

- (i) The minimum remuneration, exclusive of any commission, shall be as set out in Table 1, of Part B, for the classification of Local Employee and Local Wholesale Merchandiser.
- (ii) Employees shall be paid weekly or fortnightly at the employer's discretion or monthly by agreement between the employer and employee(s). Provided that in any case where at the date of operation of this award it was the practice in any establishment to pay monthly, such practice may be continued. Notwithstanding the foregoing, if the employer and the majority of employees agree, all employees may be paid their wages monthly.

If paid fortnightly, payment shall be made not later than the Friday in every second week. If paid monthly, payment shall be made not later than Friday in every fourth week and/or calendar month.

- (iii) Probationary Travellers: An employer may employ a probationary local traveller subject to the following conditions:
 - (a) Where the Secretary of the Union approves, for a period of not more than three months: provided that, during the said period of three months, an employer shall not enter nor offer to enter into any agreement pursuant to clause 12, Part B, sub-clause (i) proviso (a) of this award.
 - (b) Where the Industrial Committee approves, for a period not exceeding twelve months in the aggregate (including the period specified in (a) hereof).
 - (c) No employer shall employ more than one probationary local or country traveller for each three local or country travellers in his/her department.
 - (d) The probationary local traveller shall be employed at a minimum weekly rate of remuneration of 90 per cent of the minimum weekly rate of remuneration for a local traveller, prescribed in sub-clause (i) of this clause, such rate to be calculated to the nearest multiple of 10 cents, less than 5 cents to go to the lower multiple, 5 cents or more to go to the higher multiple. The minimum remuneration for a local probationary traveller shall be paid to such traveller in accordance with the provisions of sub-clause (ii) of this clause.
- (v) No commercial traveller, sales representative or traveller shall be remunerated solely by incentive payments, nor by any salary or retainer, which is lower than the said amount of minimum remuneration for a local traveller or country traveller, as the case may be.

NOTATION: It is recommended that in circumstances where the remuneration rates prescribed by this clause are increased by order of the Industrial Relations Commission of New South Wales pursuant to section 52 of the *Industrial Relations Act* 1996, as a result of a decision of a Full Bench of the Australian Conciliation and Arbitration Commission to reflect movements in the Consumer Price Index as a result of wage indexation cases, that employers bound by this award apply the indexation increase to an employee's actual rate of pay as defined hereunder.

"Actual rate of pay" in respect of this award, is defined as the total amount an employee would normally receive for performing his/her ordinary duties: Provided that such rate shall expressly exclude special duties allowance, fares, commission or other incentive payment and any other ancillary payment of a like nature: Provided further that this definition shall not include production bonuses and other methods of payment by results.

- (vi) At the employer's discretion, wages shall be paid by cash, cheque or electronic funds transfer into the employee's bank (or other recognised financial institution) account.

11. EXPENSES

- (i) In addition to all payments made to the employee in accordance with his/her contract of employment, a local employee shall be reimbursed for and paid for all reasonable expenses actually incurred in the discharge of the employee's duties. Such expenses shall be paid weekly or fortnightly and where reasonably ascertainable shall be paid in advance.
- (ii) Without limiting the generality of sub-clause (i), of this clause, the following shall be deemed to be reasonable expenses:
 - (a) Approved entertainment expenses.
 - (b) Vehicle parking fees actually incurred where the employee is required to bring his/her vehicle into an area where street parking is prohibited or restricted.
 - (c) Bridge and road tolls actually incurred.
 - (d) Expenses for first-class accommodation, an evening meal, breakfast and midday meal, when the employee is required to remain away from his/her usual place of residence on any night; provided further that when a local employee is specifically directed to work after 6.00pm on any day, he/she shall be reimbursed the reasonable expense actually incurred in obtaining an evening meal.
 - (e) In the event that a local employee suffers injury or incapacity, necessitating the return of the employee and/or his/her own vehicle to his/her usual place of residence, the expenses actually incurred in the return of the employee and/or his/her own vehicle. Provided that the method of return of the vehicle shall first be approved by the employer.
 - (f) All fares reasonably incurred by an employee whilst engaged in or in connection with the employee's duties.
 - (g) The annual cost of an employee's private telephone rental where such telephone has been required by the employer, and all telephone calls made in connection with the employer's business.
 - (h) Such expenses as the employer and the employee agree, either by the terms of the contract of employment or otherwise, to be reasonable expenses or to be expenses for which the employee should be reimbursed or paid.
- (iii) Any dispute concerning the payment of expenses or the amount thereof may be referred to the Industrial Committee.

12. LOCOMOTION

PART A

- (i) All means of locomotion required by an employer shall be provided and shall be fully maintained by the employer, but where a local employee by arrangement with his/her employer provides a motor vehicle he/she shall, in addition to all payments made to him/her in accordance with his/her contract of employment, be paid the following minimum allowance:
 - (a) For motor vehicles up to and including 2,000 cc a standing charge allowance as set out in Item 1, Table 2, Part B, plus a weekly amount calculated at the rate also set out in Item 1, Table 2 per kilometre for the actual distance travelled by his/her vehicle each week in connection with his/her employment.
 - (b) For motor vehicles over 2,000 cc a standing charge allowance as set out in Item 2, Table 2 per week plus a weekly amount calculated at the rate also set out in Item 2, Table 2 per kilometre for the actual distance travelled by his/her motor vehicle each week in connection with his/her employment.
- (ii) For the purpose of sub-clause (i), of this clause, distance travelled to and from the place where the vehicle customarily is housed shall be deemed to be actual kilometres travelled by the vehicle in connection with

the employee's employment.

- (iii) A local employee having, by arrangement with his/her employer, provided a vehicle for use in connection with his/her employment shall be given at least four weeks' written notice of his/her employer's intention to terminate or alter such arrangement or in lieu thereof shall be paid the appropriate standing charge allowance for a period of four weeks.
- (iv) The standing charge car allowance prescribed in sub-clause (i) of this clause shall be paid during each week of the calendar year except in respect of periods—
 - (a) when the employee is absent from duty otherwise than in accordance with the provisions of this award and without the consent of the employer; or
 - (b) in excess of three consecutive weeks when the vehicle is unavailable due to accident or mechanical defect; or
 - (c) in excess of a total of three complete weeks in any one year when the employee is unable to work on account of personal illness or incapacity; provided that any period of less than one complete week shall not be taken into account for the purpose of this paragraph.
- (v) When a local employee is being paid by more than one employer in accordance with clause 26, Engagement by More Than One Employer, of Part IV - General, of this award, the minimum allowance payable by each employer, under this clause, shall be in equal proportion but not less than one-fourth of the minimum allowance herein prescribed.
- (vi) Where a local employee resides outside the Counties of Cumberland and Northumberland and the City of Greater Wollongong and the major and substantial portion of his/her work is performed outside these areas he/she shall be paid a car allowance as provided by clause 16, Locomotion, of Part II - Country Employees, of this award.
- (vii) Where the employer terminates the employment of an employee, who has provided a motor vehicle for use in connection with his/her employment, by payment in lieu of notice, or in circumstances where the employer is required to pay salary in lieu of notice, the standing charge allowance applying to the vehicle provided by the employee shall also be paid for the same period for which salary is paid or is required to be paid in lieu of notice.
- (viii) An employee, who -
 - (a) at the time of his/her application for employment neither owned nor was in the process of acquiring the ownership in a motor vehicle by hire-purchase or otherwise; and
 - (b) informed the employer of the fact prior to his/her engagement; and
 - (c) was thereafter engaged on terms requiring him/her to provide a motor vehicle for use in his/her employment; and
 - (d) did provide such motor vehicle,

shall be guaranteed a minimum of thirteen weeks' employment and if the employer dismisses the employee, otherwise than for misconduct justifying summary dismissal, he/she shall pay the employee at the minimum rate of remuneration prescribed by clause 10, Remuneration, of this Part, for the unexpired portion of the period of thirteen weeks and also shall pay him/her the standing charge allowance prescribed by this clause in respect of such unexpired portion.

- (ix) When an employee is directed to -
 - (a) provide a station wagon or similar vehicle not being a standard sedan car; or
 - (b) tow a trailer or caravan;

he/she shall be paid an amount as set out in Item 3, Table 2 per week for each week of use in addition to the appropriate allowance prescribed by sub-clause (i) of this clause.

- (x) Provided that conditions approved by the said Union with respect to locomotion are observed and continue to be observed, the following companies are exempted in respect of their employees from the provisions of this clause:

Shell Chemicals (Aust.) Pty Ltd
 Shell Company of Australia Limited
 Mobil Oil Australia Limited
 Caltex Oil (Australia) Pty Limited

Provided further that if the Union refuses its approval leave is reserved to each of the companies' abovementioned, and to the said Union, to apply as it may be advised with respect to this clause.

- (ix) Provided that by agreement between the Union, the employer, and the Industrial Union of Employers, alternative locomotion arrangements not less favourable to the employee may be made in lieu of the provisions of this clause.
- (xii) In the event of an employer nominating a Service Station for the purpose of providing petrol and other mechanical assistance for vehicles used by employees in the course of their employment, and the employer provides a card of electronic system whereby the said vehicle can be filled with petrol or mechanically maintained, then the employee shall implement the system in accordance with the employer's instructions.
- (xiii) A local wholesale merchandiser when employed on a full-time basis who, by arrangement with his/her employer, provides a motor vehicle shall, in addition to all payments made in accordance with his/her contract of employment, be paid a minimum locomotion allowance equal to that required to be paid to a local employee in accordance with this clause.
- (xiv) A wholesale part-time or casual merchandiser shall be paid for the use of his/her motor vehicle an amount as set out in Item 4, Table 2 per kilometre travelled in connection with his/her employment. (See Annexure to award Appendix 1).
- (xv) Part-time local employees shall be reimbursed for all motor vehicle related expenses incurred in their private vehicles by way of a payment as set out in Item 5, Table 2 per kilometre travelled in the course of employment.

PART B

AIR-CONDITIONING IN MOTOR VEHICLES

- (i) Where the employer commences to lease or renews a lease or first purchases a motor vehicle for use by an employee working under the terms of this award, such motor vehicle shall be fitted with and continue to be fitted with an air-conditioning unit in reasonable operating order. Provided that:
- (a) This requirement shall not apply if the employer and the employee mutually agree in writing that an air-conditioning unit should not be provided in respect of a particular vehicle. A copy of any such agreement shall be provided both to the employer and the employee.
- (b) This requirement shall not apply to an employer in respect of an employee using a motor vehicle where such employee works solely outside of the summer months of the year.
- (c) This requirement shall not apply to an employer in respect of an employee using a motor vehicle in any sector of New South Wales in respect of which the provision of an air-conditioning unit is mutually agreed in writing between the employer and the employee to be inappropriate. Where there is not mutual agreement, exemption may be sought from the Commercial Travellers (State) Industrial Committee or the Industrial Relations Commission of New South Wales.

STANDING CHARGE AIR-CONDITIONING ALLOWANCE

- (ii) Where an employee by arrangement with his/her employer provides a motor vehicle and that vehicle is fitted with an air-conditioning unit, the employee shall be paid an allowance as set out in Item 6, Table 2 per week in addition to all payments made to him/her in accordance with his/her contract of employment. Provided that this requirement shall not apply to an employer in respect of an employee using a motor vehicle in any sector of New South Wales in respect of which the provision of an air-conditioning unit is mutually agreed in writing between the employer and the employee to be inappropriate. Where there is not mutual agreement, exemption may be sought from the Commercial Travellers (State) Industrial Committee or the Industrial Relations Commission of New South Wales. The provisions of clause 13 and clause 17 relating to standing charge car allowance shall have equal application to the allowance provided by this sub-clause.

DRY CLEANING AND LAUNDRY ALLOWANCE

- (iii) An employee working in a motor vehicle not fitted with an air-conditioning unit shall be paid a dry cleaning and laundry allowance as set out in Item 7, Table 2 per week, in addition to all payments made to him/her in accordance with his/her contract of employment. Provided that this requirement shall not apply to an employer in respect of an employee using a motor vehicle.

In any sector of New South Wales in respect of which the provision of an air-conditioning unit is mutually agreed in writing between the employer and the employee to be inappropriate. Where there is not mutual agreement, exemption may be sought from the Commercial Travellers (State) Industrial Committee or the Industrial Relations Commission of New South Wales.

PART II - COUNTRY EMPLOYEES**13. DEFINITIONS**

- (i) Country Traveller shall mean a commercial traveller who is required by his/her employer to remain away from his/her usual place of residence for more than fifty-four consecutive hours in any one week of seven days.
- (ii) Unless the context otherwise requires country traveller shall include country probationary traveller.
- (iii) Territory, for the purpose of this award, shall be deemed to include the geographic boundaries or any lists of persons, or any combination thereof, from where or from whom the traveller is required by his/her employer to solicit or obtain orders.
- (iv) Country Wholesale Merchandiser shall mean an Wholesale Merchandiser (as defined in clause 6), who is required by his/her employer to remain away from his/her usual place of residence for more than fifty-four consecutive hours in any one week of seven days.

14. REMUNERATION - COUNTRY TRAVELLER

- (i) The minimum remuneration, exclusive of any commission, shall be as set out in Table 1, of Part B, for the classifications of Country Employee and Country Wholesale Merchandiser.
- (ii) Employees shall be paid weekly or fortnightly at the employer's discretion or monthly or by agreement between the employer and employee(s). Provided that in any case where at the date of operation of this award it was the practice in any establishment to pay monthly, such practice may be continued. Notwithstanding the foregoing, if the employer and the majority of employees agree, all employees may be paid their wages monthly.

If paid fortnightly, payment shall be made not later than the Friday in every second week. If paid monthly, payment shall be made not later than Friday in every fourth week and/or calendar month.

- (iii) Probationary Travellers: An employer may employ a probationary country traveller subject to the following conditions:

- (a) Where the Secretary of the Union approves, for a period of not more than three months; provided that, during the said period of three months, an employer shall not enter nor offer to enter into any agreement pursuant to clause 16, Part B, subclause (i), proviso (a) of this award.
- (b) Where the Industrial Committee approves, for a period not exceeding twelve months in the aggregate (including the period specified in (a) hereof).
- (c) No employer shall employ more than one probationary local or country traveller for each three local or country travellers in his/her employment.
- (d) The probationary country traveller shall be employed at a minimum weekly rate of remuneration of 90 per cent of the minimum weekly rate of remuneration for a country traveller, prescribed in sub-clause (i) of this clause, such rate to be calculated to the nearest multiple of 10 cents, less than 5 cents to go to the lower multiple, 5 cents or more to go to the higher multiple. The minimum remuneration for a country probationary travellers shall be paid to such traveller in accordance with the provisions of sub-clause (ii) of this clause.
- (v) No commercial traveller, sales representative or traveller shall be remunerated solely by incentive payments, nor by any salary or retainer which is lower than the said amount of minimum remuneration for a local traveller or country traveller, as the case may be.

NOTATION: It is recommended that in circumstances where the remuneration rates prescribed by this clause are increased by order of the Industrial Relations Commission of New south Wales pursuant to section 52 of the Industrial Relations Act 1996, as a result of a decision of a Full Bench of the Australian Conciliation and Arbitration Commission to reflect movements in the Consumer Price Index as a result of wage indexation cases, that employers bound by this award apply the indexation increase to an employee's actual rate of pay as defined hereunder.

"Actual Rate of Pay" in respect of this award, is defined as the total amount an employee would normally receive for performing his ordinary duties: Provided that such rate shall expressly exclude special duties allowance, fares, commission or other incentive payment and any other ancillary payment of a like nature: Provided further that this definition shall not include production bonuses and other methods of payment by results.

- (vi) At the employer's discretion, wages shall be paid by cash, cheque or electronic funds transfer into the employee's bank (or other recognised financial institution) account.

15. EXPENSES

- (i) In addition to all payments made to the employee in accordance with his/her contract of employment, a country employee shall be reimbursed for and paid for all reasonable expenses actually incurred in the discharge of the employee's duties. Such expenses shall be paid weekly or fortnightly and where reasonably ascertainable shall be paid in advance.
- (ii) Without limiting the generality of sub-clause (i), of this clause, the following shall be deemed to be reasonable expenses:
 - (a) Approved entertainment expenses.
 - (b) Vehicle parking fees actually incurred where the employee is required to bring his/her vehicle into an area where street parking is prohibited or restricted.
 - (c) Bridge and road tolls actually incurred.
 - (d) Expenses for first-class accommodation when the employee is required to remain away from his/her usual place of residence on any night and for breakfast, a midday meal, morning or afternoon tea, and an evening meal when the employee is, and is required to be, away from his/her usual place of residence at his/her usual time for taking such meal in pursuance of the performance of his/her duties.

- (e) In the event that a country employee suffers injury or incapacity necessitating the return of the employee and/or his/her own vehicle to his/her usual place of residence, the expenses actually incurred in the return of the employee and/or his/her own vehicle: Provided that the method of return of the vehicle shall be first approved by the employer.
 - (f) Where air or rail travel is necessarily involved, the expenses for air tickets or for first-class rail tickets and for sleeping accommodation where available.
 - (g) Expenses actually and reasonably incurred in towing or in garaging charges for motor vehicles whilst engaged in or in connection with the employee's duties.
 - (h) Reasonable laundry expenses incurred by employees after they have been away from their place of residence for more than one weekend in the course of their employment.
 - (i) All fares reasonably incurred by an employee whilst engaged in or in connection with the employee's duties.
 - (j) The annual cost of an employee's private telephone rental where such telephone has been required by the employer, and all telephone calls made in connection with the employer's business.
 - (k) Such expenses as the employer and employee agree, either by the terms of the contract of employment or otherwise, to be reasonable expenses or to be expenses for which the employee should be reimbursed or paid.
- (iii) Country Resident Employees - An employee required by his/her employer to reside in an area other than in the one in which he/she was residing when he/she commenced his/her employment, or to move his/her residence from one area to another, shall be reimbursed the reasonable cost of the removal of his/her furniture and personal effects and the cost of transport for himself/herself and members of his/her immediate dependent family to the new area of residence. If within two years of such appointment, or in the case of an employee who moved to the area consequent upon engagement, the employment is terminated other than by the employee, and the employee returns to his/her original area of residence within ninety days of such termination, the employer shall reimburse the employee the reasonable cost of removal of furniture and personal effects and the cost of transport for himself/herself and members of his/her immediate dependent family.
- (iv) Any dispute concerning the payment of expenses and the amount thereof any be referred to the Industrial Committee.

16. LOCOMOTION

PART A

- (i) All means of locomotion required by an employee shall be provided and shall be fully maintained and insured by the employer, but where a country employee by arrangement with his/her employer provides a motor vehicle he/she shall, in addition to all payment made to him/her in accordance with his/her contract of employment, be paid the following minimum allowance:
 - (a) For motor vehicles up to and including 2,000 cc a standing charge allowance as set out in Item 8, Table 2 per week plus a weekly amount calculated at the rate also set out in Item 8, Table 2 per kilometre for the actual distance travelled by his/her vehicle each week in connection with his/her employment.
 - (b) For motor vehicles over 2,000 cc a standing charge allowance as set out in Item 9, Table 2 per week plus a weekly amount calculated at the rate also set out in Item 9, Table 2 per kilometre for the actual distance travelled by his/her motor vehicle each week in connection with his/her employment.
- (ii) The locomotion allowance prescribed by subclause (i) of this clause, shall be paid to local employees, as

defined in clause 9, Definitions, of Part I - Local Employees, of this award, when such employees are employed in country areas, that is outside the Counties of Cumberland and Northumberland and the City of Greater Wollongong.

- (iii) For the purpose of sub-clause (i) of this clause, distance travelled to and from the place where the vehicle customarily is housed shall be deemed to be actual kilometres travelled by the vehicle in connection with the employee's employment.
- (iv) A country employee having, by arrangement with his/her employer, provided a vehicle for use in connection with his/her employment shall be given at least four weeks' notice in writing of his/her employer's intention to terminate or alter such arrangement or in lieu thereof shall be paid the appropriate standing charge allowance for a period of four weeks.
- (v) The standing charge car allowance prescribed in sub-clause (i) of this clause shall be paid during each week of the calendar year except in respect of periods -
 - (a) when the employee is absent from duty otherwise than in accordance with the provisions of this award and without the consent of the employer; or
 - (b) in excess of three consecutive weeks when the vehicle is unavailable due to accident or mechanical defect; or
 - (c) in excess of a total of three complete weeks in any one year when the employee is unable to work on account of personal illness or incapacity; provided that any period of less than one complete week shall not be taken into account for the purpose of this paragraph.
- (vi) When a country employee is being paid by more than one employer in accordance with clause 26, Engagement by More Than One Employer, of Part IV, General, of this award, the minimum allowance payable by each employer under this clause shall be in equal proportion but not less than one-fourth of the minimum allowance herein prescribed.
- (vii) Where the employer terminates the employment of an employee who has provided a motor vehicle for use in connection with his/her employment, by payment in lieu of notice or in circumstances where the employer is required to pay salary in lieu of notice, the standing charge allowance applying to the motor vehicle provided by the employee shall also be paid for the same period for which salary is paid or is required to be paid in lieu of notice.
- (viii) An employee who -
 - (a) at the time of his/her application for employment neither owned nor was in the process of acquiring the ownership in a motor vehicle by hire-purchase or otherwise; and
 - (b) informed the employer of that fact prior to his/her engagement; and
 - (c) was thereafter engaged on terms requiring him/her to provide a motor vehicle for use in his/her employment; and
 - (d) did provide such motor vehicle;

shall be guaranteed a minimum of thirteen weeks' employment and if the employer dismisses him/her, otherwise than for misconduct justifying summary dismissal, he/she shall pay the employee at the minimum rate of remuneration prescribed by clause 14, Remuneration - Country Traveller, of this Part, for the unexpired portion of the period of thirteen weeks and also shall pay him/her the standing charge allowance prescribed by this clause in respect of such unexpired portion.
- (ix) When an employee is directed to -
 - (a) provide a station wagon or similar vehicle not being a standard sedan car; or

- (b) tow a trailer or caravan;

he/she shall be paid an amount as set out in Item 10, Table 2 per week for each week of use in addition to that prescribed by sub-clause (i) of this clause.

- (x) Provided that conditions approved by the said Union with respect to locomotion are observed and continue to be observed, the following companies are exempted in respect of their employees from the provisions of this clause:

Shell Chemicals (Aust.) Pty Ltd
 Shell Company of Australia Limited
 Mobil Oil Australia Limited
 Caltex Oil (Aust.) Pty Limited

Provided further that if the Union refuses its approval leave is reserved to each of the companies' abovementioned, and to the said Union, to apply as it may be advised with respect to this clause.

- (xi) Provided that, by agreement between the Union, the employer, and the Industrial Union of Employers, alternative locomotion arrangements not less favourable to the employee may be made in lieu of the provisions of this clause.
- (xii) In the event of an employer nominating a Service Station for the purpose of providing petrol and other mechanical assistance for vehicles used by employees in the course of their employment, and the employer provides a card or electronic system whereby the vehicle can be filled with petrol or mechanically maintained, then the employee shall implement the said system in accordance with the employer's instructions.
- (xiii) A country wholesale merchandiser when employed on a full-time basis who, by arrangement with his/her employer, provides a motor vehicle shall, in addition to all payments made in accordance with his/her contract of employment, be paid a minimum locomotion allowance equal to that required to be paid to a local traveller in accordance with this clause.
- (xiv) A wholesale part-time or casual merchandiser shall be paid for the use of his/her motor vehicle an amount as set out in Item 11, Table 2 per kilometre travelled in connection with his/her employment. (See Annexure to award Appendix 1.)
- (xv) Part-time country employees shall be reimbursed for all motor vehicle related expenses incurred in their private vehicles by way of a payment as set out in Item 12, Table 2 per kilometre travelled.

PART B

AIR-CONDITIONING IN MOTOR VEHICLES

- (i) Where the employer commences to lease or renews a lease or first purchases a motor vehicle for use by an employee working under the terms of this award, such motor vehicle shall be fitted with and continue to be fitted with an air-conditioning unit in reasonable operating order. Provided that:
- (a) This requirement shall not apply if the employer and the employee mutually agree in writing that an air-conditioning unit should not be provided in respect of a particular vehicle. A copy of any such agreement shall be provided both to the employer and the employee.
- (b) This requirement shall not apply to an employer in respect of an employee using a motor vehicle where such employee works solely outside of the summer months of the year.
- (c) This requirement shall not apply to an employer in respect of an employee using a motor vehicle in any sector of New South Wales in respect of which the provision of an air-conditioning unit is mutually agreed in writing between the employer and the employee to be inappropriate. Where there is not mutual agreement, exemption may be sought from the Commercial Travellers (State) Industrial Committee or the Industrial Commission of New South Wales.

STANDING CHARGE AIR-CONDITIONING ALLOWANCE

- (ii) Where an employee by arrangement with his/her employer provides a motor vehicle and that vehicle is fitted with an air-conditioning unit, the employee shall be paid an allowance as set out in Item 13, Table 2 per week in addition to all payments made to him/her in accordance with his/her contract of employment. Provided that this requirement shall not apply to an employer in respect of an employee using a motor vehicle in any sector of New South Wales in respect of which the provision of an air-conditioning unit is mutually agreed in writing between the employer and the employee to be inappropriate. Where there is not mutual agreement, exemption may be sought from the Commercial Travellers (State) Industrial Committee or the Industrial Relations Commission of New South Wales. The provisions of clause 12 and clause 16 relating to standing charge car allowance shall have equal application to the allowance provided by this sub-clause.

DRY CLEANING AND LAUNDRY ALLOWANCE

- (iii) An employee working in a motor vehicle not fitted with an air-conditioning unit shall be paid a dry cleaning and laundry allowance as set out in Item 14, Table 2 per week, in addition to all payments made to him/her in accordance with his/her contract of employment. Provided that his/her requirement shall not apply to an employer in respect of an employee using a motor vehicle in any sector of New South Wales in respect of which the provision of an air-conditioning unit is mutually agreed in writing between the employer and employee to be inappropriate. Where there is not mutual agreement, exemption may be sought from the Commercial Travellers (State) Industrial Committee or the Industrial Relations Commission of New South Wales.

PART III - COMMISSION**17. PROVISIONS APPLICABLE IN ABSENCE OF WRITTEN AGREEMENT**

Unless the employer and the employee otherwise agree in writing, the following provisions shall apply -

- (i) commission shall be calculated on a monthly basis; and
- (ii) commission shall be deemed to have been earned by an employee as soon as the order is obtained by the employee, notified to the employer and accepted by the employer; provided that commission shall be deemed not to have been earned by an employee until the date of execution of the order in the following cases, namely -
- (a) orders obtained by an employee in excess of the quota of goods allotted to him/her for sale by his/her employer; and
- (b) orders obtained by an employee for goods which themselves are the subject of an import or dollar licence - or for goods which are themselves indented from overseas; and
- (iii) commission earned by the employee shall be paid to him/her by the employer no later than 14 days after the last day of the calendar month during which the commission was earned.

18. PROVISIONS APPLICABLE NOTWITHSTANDING WRITTEN AGREEMENT

Notwithstanding any written agreement to the contrary, the following provisions shall apply to all commercial travellers covered by this Part (excepting travellers covered by clause 17, Provisions Applicable in Absence of Written Agreement, of this Part) -

- (i) commission shall be deemed to have been earned by the employee no later than the date of execution of the order; and
- (ii) commission earned by the employee shall be paid to him/her no later than 21 days after the last day of the calendar month during which the order was executed.

19. SPECIAL PROVISIONS FOR NEON SIGNS

For the purpose of computing commission payable where the business is in the sale and/or hiring of neon signs and other fluorescent signs, the following shall apply in lieu of clauses 17, Provisions

Applicable in Absence of Written Agreement, and 18, Provisions Applicable Notwithstanding Written Agreement, of this Part of the sign shall be regarded as having been sold and/or hired and commission earned and payable -

- (i) as to not less than 50 per cent of such commission within seven days of all necessary authorities being obtained and accepted by the employer of the contract with the customer;
- (ii) as to the balance, within 14 days from the date of installation by the employer in accordance with the customer's contract.

20. GENERAL PROVISIONS

- (i) Application - Notwithstanding any agreement to the contrary, the provisions of this clause shall apply to all employees covered by this Part.
- (ii) Details to be furnished on payment of commission - At the time of payment of commission the employer shall furnish to the employee a written statement showing the names of the customers, the quantity, price and/or value of the orders obtained or the goods sold, the commission rate thereon and any deductions. Copies of invoices together with a written statement of any deduction may be substituted for the statement.
- (iii) Basis of Commission - Commission at the rate agreed upon shall be paid on the full invoice value of the order (less appropriate tax), and any discount for cash settlement which may be allowed shall not be deducted from the full invoice value of the order or from the commission payable.
- (iv) Crediting Employee's Returns - Orders or business received by an employer from a territory covered by an employee shall be credited to such employee and the employee shall be deemed to have earned commission at the agreed upon rate in respect of such orders or business, and full commission at the agreed upon rate shall be paid to the employee in respect of such orders or business.
- (v) Alteration of Remuneration, Commission, or Territory - Subject to the provisions of sub-clauses (iv) and (v) of clauses 10 and 14 of this award, an employer shall not, until three months written notice of intention so to do is given to the employee, reduce or alter to the detriment of the employee -
 - (a) the amount of remuneration payable; or
 - (b) the rate or rates of commission; or
 - (c) the territory to be covered.
- (vi) Commission Payable on Cessation of Employment - Where the employment of a commercial employee ceases the following shall apply notwithstanding the cessation of the employment -
 - (a) commission on orders obtained by the employee prior to the cessation of his/her employment shall continue to be paid to the employee for a period of six months from the cessation of the employment in accordance with the provisions of the contract of employment of this award; and
 - (b) where the minimum figure of sales has to be obtained before commission is payable, the value of orders booked by the employee in excess of such minimum figures over the period of his/her employment and executed by the employer within a period of six months of the cessation of the employment shall be added to the figures for the last period on which commission was calculated and shall be paid for at the commission rate agreed upon; and
 - (c) where the employment is terminated other than by the employee prior to the completion of any

- period during which goods sold and delivered are calculated to make up a stated figure or target, the stated figure or target shall be reduced pro rata in accordance with the time in such period worked and commission shall be paid on sales made exceeding such pro rata figure or target at the rate of commission agreed upon;
- (d) where the employment ceases on account of termination by the employer due to the employee's misconduct, the employee shall not forfeit an amount exceeding one week's remuneration.
- (vii) Copy of Agreement - Where the employer and the employee make a written agreement or agreements relating to commission or territory, the employee shall be provided with a true copy of such agreement or agreements. In the event that the employee mislays such copy or copies, he/she may request a further copy or copies from the employer, who shall provide same to the employee.
- (viii) Observance of Agreement - Where the employer and the employee make a written agreement or agreements relating to commission, the employer shall pay commission to the employee in accordance with such agreement or agreements, subject to the provisions of this Part.

PART IV - GENERAL

21. ANNUAL LEAVE

- (i) For annual leave for local employees and local probationary employees see *Annual Holidays Act 1944*.
- (ii) (a) A country employee and a probationary country employee to whom Part II - Country Employees, of this award applies shall be allowed a period of five weeks' annual leave after twelve months' service, less the period of such leave, with an employer or employers and otherwise shall be subject to the provisions contained in this sub-clause.
- (b) Such leave may be taken in one, two or three periods as may be mutually arranged between the employer and employee.
- (c) Where an award holiday falls within the period of such annual leave employees shall receive an additional day's leave for each such holiday.
- (d) Each employee before going on leave shall be paid his/her ordinary pay; provided that such payment shall not, in any case, be at a rate lower than that prescribed in clause 14, Remuneration - Country Traveller, of Part II - Country Employees, of this award. In this paragraph ordinary pay shall have the same meaning as it has in the *Annual Holidays Act 1944*.
- (e) The period of leave shall, in every case, be deemed to commence at the time the employee returns to his/her usual district or residence.
- (f) Where employment is terminated in accordance with the provisions of clause 43, Termination of Employment, of this Part, before the full qualifying period has been served an employee shall be paid a pro rata payment at the rate of two and one half days' wages, calculated in accordance with paragraph (d) of this sub-clause, for each completed month of service, provided that in no case shall payment for pro rata annual leave, pursuant to this sub-clause, exceed five weeks' pay.
- (iii) Where an employee is employed as a local and also a country employee he/she shall receive holiday entitlement on a pro rata basis.

22. ANNUAL HOLIDAYS LOADING

- (i) In this clause the *Annual Holidays Act 1944*, is referred to as "the Act".
- (ii) Before an employee is given and takes his/her annual holiday, or when by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay his/her employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see sub-clause (vii)).

- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which an employee becomes or has become entitled where such a holiday is given and taken in separate periods, then in relation to each such separate period. (NOTE: See sub-clause (vii) as to the holidays taken wholly or partly in advance).
- (v) The loading is an amount payable for the period or the separate period, as the case may be, stated in sub-clause (v) at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing his/her annual holiday.
- (vi) 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/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 sub-clause (vi) of this clause applying the award rates of wages payable on that day. This sub-clause applies where an annual holiday has been taken wholly or partly in advance and the entitlement to the holiday arises after that date.
- (vii) Where in accordance with the Act and an employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
 - (a) An employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with sub-clause (vi) of this clause.
 - (b) An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him/her under the Act such proportion of the loading that would have been payable to him/her under this clause if he/she had become entitled to an annual holiday prior to the closedown as his/her qualifying period of employment in completed weeks bears to 52.
- (viii)
 - (a) When the employment of an employee is terminated by his/her employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled he/she shall be paid a loading calculated in accordance with sub-clause (v) for the period not taken.
 - (b) Except as provided by paragraph (a) of this sub-clause no loading is payable on the termination of an employee's employment.

23. SICK LEAVE

Each employee who has completed three months continuous service and who is absent from work on account of personal illness or injury shall be entitled to leave of absence with pay subject to the following conditions and limitations:

- (i) An employee shall, within twenty-four hours of the commencement of such absence, inform the employer of his/her inability to attend for duty and as far as practicable state the nature of the illness or injury and the estimated duration of absence.
- (ii) An employee shall not be entitled to single days of paid sick leave on more than two occasions in any one year of service unless he/she produces to the employer a certificate from a qualified medical practitioner to the effect that he/she is unfit for duty on account of personal illness or injury by accident. Nothing in this paragraph shall limit the employer's rights to have the employee prove, to the employer's satisfaction, that he/she was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (iii) Subject to sub-clause (iv) of this clause an employee shall not be entitled in respect of the first year of service to sick pay for more than five days or for more than eight days for each year of service in the second and subsequent years of service.

- (iv) Sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (iii) of this clause which has, in any one year, not been allowed to an employee by the employer as paid sick leave may be claimed by the employee and subject to the conditions herein prescribed shall be allowed by the employer in any subsequent year without diminution of the sick leave prescribed in respect of that year.
- (v) Service before the date of commencement of this award shall be counted for the purpose of assessing the annual sick leave entitlement but shall not be taken into consideration in arriving at the period of accumulated leave. Accumulated leave at the credit of the employee at the commencement of this award will not be increased or reduced by the operation of this clause.
- (vi) Where an employee is absent from employment on the working day or part of the working day immediately preceding or immediately after -
 - (a) a holiday, as defined in clause 31, Holidays; or
 - (b) before or after a period of annual leave during which a holiday or holidays occur as defined;
 without reasonable excuse, the employer's consent, or such other evidence as the employer may require, the employee shall not be entitled to payment for such holiday or holidays.

24. 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 sub-clause, any current or accrued sick leave entitlement, provided for in clause 23, 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 sub-clause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this sub-clause 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 sub-clause (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 sub-clause, 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) 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 sub-clause, 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.
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 sub-clause 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.

25. LONG SERVICE LEAVE

See *Long Service Leave Act 1955*.

26. ENGAGEMENT BY MORE THAN ONE EMPLOYER

- (i) An employee may, with the consent of his/her original employer, represent, at the same time, more than one employer. An employer so consenting shall forward forthwith to the Industrial Registrar and to the Secretary of the National Union of Workers New South Wales Branch a notification setting out the name of the employee, the territory to be covered and the name or names of the other employer or employers whom the employee will represent. Such notification must be signed by the employee concerned as a consenting party. A similar notification shall be forwarded by an employer engaging an employee already employed on a partial basis only.
- (ii) Where employers have complied with sub-clause (i) of this clause, the minimum remuneration payable by each such employer shall be -
 - (a) if there are two employers who have so notified - one half of the appropriate weekly remuneration prescribed in this award;
 - (b) if there are three employers who have so notified - one third of the appropriate weekly remuneration prescribed in this award;
 - (c) if there are four or more employers who have so notified - one fourth of the appropriate weekly remuneration prescribed in this award.
- (iii) The remuneration payable by any employer who has not given the said notification shall be as prescribed in Parts I - Local Employees, and II - Country Employees, of this award, as the case may be.
- (iv) In the event of any joint employer or employers ceasing to employ an employee it shall be incumbent upon both employer and employee to notify the Industrial Registrar, the Secretary of the Union, and other joint employers within three days of such cessation. The remaining employers shall be liable in equal proportions, but not less than one-fourth, for the minimum remuneration specified in the said Parts I or II, as the case may be, from the date of the said cessation. All notifications given to the Industrial Registrar and the Secretary of the Union or any employer under this clause shall be in writing and shall be open to inspection by the Secretary of the Union of his/her authorised representative.

27. PART-TIME WHOLESALE MERCHANDISERS

- (i) Part-time Wholesale Merchandisers must work with a minimum average of twelve hours per week and not more than a maximum average of thirty hours per week, calculated over a four-week period. Each engagement shall be for a minimum of three hours. The hours of work shall be between 7.00am and 6.30pm, Monday to Friday, inclusive.
- (ii) Part-time employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by thirty-eight.

28. CASUAL WHOLESALE MERCHANDISERS

- (i) A Casual Wholesale Merchandiser means a merchandiser engaged and paid as such. Casual wholesale merchandisers shall be engaged for a minimum of three hours. The hours of work shall be between 7.00am and 6.30pm, Monday to Friday, inclusive.
- (ii) A casual wholesale merchandiser shall be paid at an hourly rate equal to the appropriate weekly rate divided by thirty-eight, plus casual loading of twenty per cent.

29. WHOLESALE MERCHANDISER EMPLOYMENT

- (i) On the engagement of a Wholesale Merchandiser an employer shall forward to the Secretary of the Union a letter of advice in the same terms and containing the same information as is detailed in the pro-forma letter set out in Appendix 1 to this award.
- (ii) In the event of more than three months elapsing between the employer's last engagement of a Wholesale Merchandiser and the next engagement of the Wholesale Merchandiser, the employer shall upon the next engagement forward to the Secretary of the Union a letter of advice in the same form and containing the same information as is detailed in the pro-forma letter set out in Appendix 1 to this award.

30. PART-TIME TRAVELLERS

- (i) Part-time travellers shall work a minimum average of twelve hours per week and not more than a maximum average of thirty hours per week, calculated over a four-week period. Each engagement shall be for a minimum of three hours.
- (ii) Part-time employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by thirty-eight.
- (iii) No employer shall employ more than one part-time traveller for each three travellers. Provided that an employer and/or an establishment not employing any travellers or not more than two travellers, may employ one part-time traveller.

Any exemption from the abovementioned ratio is subject to the agreement of the Secretary of the Union or his/her representative. The Union shall not unreasonably withhold consent having regard to the particular circumstances of the employer involved and shall be processed without undue delay.

31. HOLIDAYS

- (i) An employee shall be entitled without loss of pay to the following holidays: New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any other holidays which may from time to time be proclaimed for the State in addition to or in lieu of such day or days.
- (ii) In addition to the holidays prescribed in sub-clause (i) hereof employees shall be entitled to an additional holiday, being the first Monday in August of each year, as an additional holiday without loss of pay. By agreement between an employer and the employees one other day may be substituted for the additional holiday prescribed herein.
- (iii) Any dispute concerning the day on which an additional holiday is to be taken by an employee may be referred to the Industrial Committee.
- (iv) All work done by an employee in soliciting orders at the request of the employer on any of the holidays referred to in sub-clauses (i) and (ii) of this clause shall be paid for at the rate of double time and one half with a minimum payment as for three hours worked; provided that in lieu of such payment two and one half days' leave with pay may be granted in respect of each such holiday at a time to be mutually arranged between the employer and the employee.
- (v) All travelling in connection with work by an employee at the request of the employer on any of the holidays referred to in sub-clauses (i) and (ii) of this clause shall be paid for at the rate of time and one half

with a minimum payment as for three hours' travelling; provided that in lieu of such payment one and a half days' leave with pay may be granted in respect of each such holiday at a time to be mutually arranged between the employer and the employee.

- (vi) This clause is subject to sub-clause (vi) of clause 23, Sick Leave.

32. HOURS AND SPECIAL DUTIES

- (i) The ordinary hours of work shall be 38 per week.

The working week shall be worked, at the election of the employer, in one of the following forms:

- (a) a 19-day monthly cycle; or
 - (b) a 10-day fortnightly cycle with a half day off on one day of the fortnight;
 - (c) a weekly cycle with two hours off one day of the week or an equal number of minutes off on each day of the week;
 - (d) implement 38 hours for employees following the method adopted for the general body of employees in the employer's establishment.
- (ii) An employee who is specifically directed by his/her employer to work after 6.30pm Monday to Friday, inclusive, shall be paid for each hour worked at the rate of four per cent of the minimum remuneration prescribed for his/her classification in clause 10, Remuneration, of Part I - Local Employees, with a minimum payment of two hours.
- (iii) (a) An employee who is specifically directed by his/her employer to work on a Saturday or Sunday shall be paid each hour worked the undermentioned percentages of the minimum remuneration prescribed in clause 10, for a local employee with a minimum payment of two hours:
- (1) Saturdays - 4 per cent.
 - (2) Sundays - 5 per cent.
- (b) Provided that where an employee is required to attend sales conferences on weekends the first two such conferences attended in any year shall, in lieu of the payments specified in paragraph (a) of this sub-clause, be paid at the rate of two and one half per cent of the minimum remuneration prescribed by clause 10, for a local employee with a minimum payment of two hours.
- (iv) Where an employee as a result of his/her employer's directions necessarily spends time on a Saturday returning to his/her usual place of residence, or is directed by his/her employer to travel on a Sunday to his/her territory from his/her usual place of residence, he/she shall be paid for all such reasonable time spent travelling at the rate of two and one half per cent of the minimum remuneration prescribed in clause 10, for a local employee.
- (vi) The hourly rates of pay prescribed in sub-clauses (ii), (iii) and (iv) of this clause shall be calculated in multiples of 10 cents, amounts of less than 5 cents to be taken to the lower multiple, and amounts of 5 cents or more to be taken to the higher multiple.

33. ROSTERED DAYS

- (i) **Rostering -**

- (a) Where the employer and employee agree, rostered days off may accumulate to a maximum of five days which shall be taken in one continuous period and shall be scheduled to suit the needs of the employer's business. The dates for taking such accumulated days off shall be notified to an employee at least three weeks in advance of the days to be taken.

- (b) Except as provided by paragraph (c) of this sub-clause, an employee shall be advised by the employer at least three weeks in advance of the weekday which is to be the day rostered off duty.
- (c) Where the employer and employee agree, the employer may substitute the day an employee is to be rostered off duty for another day in the case of an emergency or to meet the requirements of a particular establishment.
- (d) An individual employee, with the agreement of the employer, may substitute the day such employee is rostered off duty for another day.

Provided that the implementation of paragraphs (a) and (b) of this sub-clause may be waived for one month of the operation of this award to allow for the implementation of rosters and rostered days off duty as provided by this clause.

- (ii) **Public Holidays** - In the event of an employee's rostered day off falling on a public holiday, the employee and the employer shall agree to an alternative day off as a substitute. Provided that in the absence of agreement the substituted day shall be determined by the employer.
- (iii) **Work on Rostered Day** - Subject to the rostering clause, any employee required to work on their rostered day off shall be paid in accordance with sub-clause (ii) of clause 32, Hours and Special Duties, only where it is not possible to substitute another day for the rostered day off so worked, or not banked in accordance with sub-clause (i) of this clause.
- (iv) **Sick Leave and Rostered Day** - Employees are not eligible for sick leave in respect of absences on rostered days off as such absences are outside their ordinary hours of duty.
- (v) **Annual Leave and Rostered Day** - There is not entitlement to a rostered day off during a period of annual leave as such days do not count as time worked for accrual purposes.

34. SUBSTITUTE COMMERCIAL TRAVELLERS AND SPECIAL SALESPERSONS

- (i) In the case of absence from duty of a regular commercial traveller for a period exceeding three weeks his/her employer may employ a substitute traveller. If such substitute traveller is retained in the employment for a period exceeding three weeks he/she shall be subject to the provisions of this award.
- (ii) An employer who employs not less than three permanent travellers may send out departmental salespersons for special trips in the territory covered by a permanent traveller in the proportion of one departmental salesperson to one permanent traveller: Provided that the same departmental salesperson shall not be engaged nor occupied on such trips for more than four months in each of three consecutive years; provided further that all sales made by him/her shall be credited to the permanent traveller.
- (iii) The proportion of substitute travellers to regular travellers may be altered or may be varied with the consent of the Industrial Committee.

35. SAMPLES AND STOCK

An employee required by his/her employer to carry samples and/or stock shall exercise all reasonable care to protect them from damage, loss or theft. An employee shall not be financially liable to his/her employer for such samples and/or stock if he/she can show that he/she has not been negligent in protecting such samples and/or stock from damage, loss or theft or that he/she has not fraudulently appropriated them to his/she own use or that he/she has not otherwise dealt with them unlawfully.

36. MEALS

An employer shall allow an employee reasonable time to have regular and normal meals during the course of his/her employment.

37. PROTECTIVE CLOTHING

When the nature of the work performed by employees necessitates suitable protective clothing, including

waterproof clothing, clothing and/or aprons, rubber boots or clogs, work boots, hard hats, gloves, goggles, etc., they shall be supplied and paid for by the employer and shall remain the property of the employer.

38. RECORDS OF EMPLOYMENT

- (i) Time-sheets and pay-sheets to be kept by employers - see *Industrial Relations Act 1996*.
- (ii) Particulars to be furnished by an employer to an employee on the payment of any wages - see *Industrial Relations Act 1996*.
- (iii) The Secretary of the Union may, for the purpose of investigating any suspected breach of this award, require an employer engaged in the industry to produce for his/her inspection during the usual office hours, at the employer's office or other convenient place, the time-sheets and pay-sheets referred to in sub-clause (i) of this clause, and the employer shall produce such time sheets and pay-sheets on request by the said Secretary. The said Secretary may make copies of the entries in such time sheets or pay-sheets relating to any such suspected breach.

39. PARTICULARS OF WAGES AND DEDUCTIONS THEREFROM TO BE GIVEN ON PAY ENVELOPE OR IN STATEMENTS

On the payment by an employer of any wages to an employee covered by this award such employer shall indicate, either by noting on the pay envelope of the employee or by way of a statement in writing handed to the employee at the time of paying his/her wages, how the payment is made up by including in such noting or statement, such particulars as may be prescribed as regards the date of payment, the period covered thereby, the rate of wages, the rate of commission, the hours worked, and allowances paid in accordance with clause 32, Hours and Special Duties, of this award, and details of any deductions and other prescribed matters.

40. NOTICE BOARD AND POSTING AWARD

- (i) An employer shall, on request by the Secretary of the Union, allow the said Secretary, or other accredited representative of the Union, to post Union notices at a reasonable place in the employer's premises.

41. TERMINATION OF EMPLOYMENT

- (i) Employment, other than as a casual wholesale merchandiser, shall be on a weekly basis and, subject to this award, shall continue from week to week until brought to an end in accordance with this award.
- (ii) Employment of weekly employees including part-time wholesale merchandisers may be brought to an end by either party giving one week's notice, on any day, of intention to terminate the employment or by the payment or forfeiture of one week's remuneration, as the case may be, in lieu thereof; provided that an employer may dismiss an employee without notice for misconduct and in such case remuneration shall be paid up to the time of dismissal only.
- (iii) Provided that the employer and employee may make alternative arrangements which shall be not less favourable to the employee in whole or in part than the provisions of this clause.
- (iv) On termination of the employment all moneys payable to the employee shall, subject to this award, be paid to the employee on the day of such termination or forwarded to the employee by prepaid registered mail on the next working day.

42. REDUNDANCY

- (i) **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.

(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 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 sub-clause.
- (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 done by anyone pursuant to sub-paragraph (1) of paragraph (a) of sub-clause (ii) 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 of this sub-clause and

shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination 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 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 sub-clause 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 sub-clause (ii)(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 sub-clause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with sub-clause (ii)(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 sub-clause 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 Appropriate Commonwealth Agency.

Where a decision has been made to terminate employees, the employer shall notify the Appropriate Commonwealth Agency 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 Paragraph (a) of sub-clause (ii) 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.

(v) Severance Pay.

- (a) Where an employee is to be terminated pursuant to sub-clause (iv) 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:

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 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 sub-clause (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.

(vi) **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.

43. CERTIFICATE OF SERVICE

An employee who has been employed for not less than one month, on being discharged, shall upon request be entitled to a statement in writing containing the date when the employment began and the date of its cessation.

44. DISPUTES PROCEDURE

It is the intention of the parties to this award to eliminate disputes, which result in stoppages, bans or limitations, and it is agreed that the parties to this award shall confer in good faith with a view to resolving the matter by direct negotiation and consultation.

The parties further agree that subject to the provisions of the *Industrial Relations Act*, 1996, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:

- (i) Any grievance or dispute, which arises, shall, where possible, be settled by discussion on the job between the employee and his/her immediate supervisor.
- (ii) If the matter is not resolved at this level, the matter will be further discussed between the affected employee, the union delegate and the supervisor or manager of the relevant site, and the employer's industrial representative to be notified.
- (iii) If no agreement is reached the union organiser and union delegate will discuss the matter with the

Company's nominated industrial relations representative.

- (iv) Whilst the foregoing procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.
- (v) Should the matter still not be resolved it may be referred by the parties to the Industrial Committee or the Industrial Relations Commission of NSW for settlement.

45. BEREAVEMENT LEAVE

- (a) An employee, other than a casual employee, shall be entitled to up to two days' compassionate leave, up to and including the day of the funeral, without deduction of pay on each occasion of the death of a person as prescribed in subclause (c) of this clause.

Provided further, an employee, other than a casual employee, shall be entitled to up to two days' compassionate leave without loss of pay on each occasion of the death of a person outside Australia as prescribed by the said subclause (c) provided that the employee provides evidence of such death and provides proof of travel outside Australia where such employee travels outside Australia to attend the funeral.

- (b) The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (c) Compassionate 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 (ii) of paragraph (c) of subclause (1) of clause 24, State Personal/Carer's Leave Case - August 1996, provided that for the purpose of compassionate leave, the employer need not have been responsible for the care of the person concerned.
- (d) An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Compassionate leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the clause 24. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

46. JURY SERVICE

- (i) 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 one period of jury service.
- (ii) During such leave of absence an employee shall be paid the difference between the jury service fees received and the employee's normal rate of pay as if working.
- (iii) An employee shall be required to produce proof of jury service, fees received and proof of requirement to attend and shall give the employer notice of such requirement as soon as practicable after notification to attend for jury service.

47. REPATRIATION LEAVE

Upon the production of evidence satisfactory to the employer, an employee who is entitled to supervision by the Commonwealth Repatriation Department shall be entitled to be paid the employee's award rate of pay: Provided the employer shall be obliged to make such payments on not more than four occasions in any year and payment is not to exceed four hours' pay on each occasion.

48. LEAVE RESERVED

- (i) Leave is reserved to any party to apply as they may be advised in relation to Locomotion - Local Employees and Country Employees.

- (ii) Leave is reserved to any party to apply as they may be advised in relation to definitions of Country Employees.
- (iii) Leave is reserved to the Union to apply as it may be advised in relation to sick leave.
- (iv) Leave is reserved to the parties as they may be advised in relation to Superannuation.
- (v) Leave is reserved to the Union to apply as it may be advised in relation to locomotion rates for part-time and casual Wholesale Merchandisers.
- (vi) Leave is reserved to the employers to apply with respect to any industrial matter with respect to clause 4, Enterprise Agreements.
- (vii) Leave is reserved to the employers to apply with respect to the insertion of provisions for commercial travellers to be employed on a casual basis.

49. SUPERANNUATION

(1) **DEFINITIONS:**

- (a) **"Eligible Employee"** means an employee employed who has completed 152 ordinary hours service with the employer.
- (b) **"Employer"** means an employer of an eligible employee.
- (c) **"L.U.C.R.F."** means The Labor Union Co-Operative Retirement Fund.
- (d) **"Approved Fund"** means a superannuation scheme approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.
- (e) **"Ordinary Earnings"** means the employee's award rate of pay including any overaward and/or shift loadings.

(2) **CONTRIBUTIONS:**

- (a) The employer shall make a superannuation contribution to L.U.C.R.F. or an approved fund (as determined by sub-clauses (5) and (7) of this clause) of an amount equal to 3 per cent of ordinary earnings on behalf of each eligible employee. Payments shall be made in accordance with the fund.
- (b) The employer shall not be required to make contributions for any period in which an eligible employee is absent on unpaid leave.
- (c) Eligible employees may make contributions in addition to those paid by the employer and may authorise the employer to pay such contributions into the fund directly from the employee's wage.
- (d) Eligible employees in addition to contributions under paragraph (a) of this sub-clause shall be entitled to a once only contribution by an employer to either L.U.C.R.F. or an approved fund in respect of the qualifying period. Such contribution shall be equivalent to contributions under the said paragraph (a) of this sub-clause.
- (e) The obligation of the employer to contribute to the fund in respect of an eligible employee shall cease on the last day of such employee's employment with the employer.

- (3) **FAILURE OF AN EMPLOYER TO PARTICIPATE IN A FUND** - Where an employer has failed to make application to participate in a fund, the employer shall make such application and, upon acceptance by the Trustee, shall make an initial contribution to the fund, in respect of each eligible employee, equivalent to the contributions which would have been payable in accordance with sub-clause (2) above, had the employer made application to participate in the fund and been accepted by the Trustee prior to the

implementation of this award. The eligible 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.

- (4) **REFUSAL OF EMPLOYEE TO PARTICIPATE IN A FUND** - An employer shall not be liable to contribute on behalf of any eligible employee who refuses to sign any application form as required by the Trust Deed of the 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 eligible employee is a member of the Union, the Union shall be notified of the employee's refusal.
- (5) **EXISTING ARRANGEMENTS** - Employers already provided 3 per cent Occupational Superannuation contributions or providing improved superannuation benefits equivalent to 3 per cent on behalf of their employees employed as Commercial Travellers to an approved fund operating on or before 15 January 1990, or employees employed as Wholesale Merchandisers to an approved fund operating on or before 1 August 1990, shall be exempt from the application of this clause.

Further, it is not the intent of this clause to reduce the terms of any existing agreement between an employer and the Trustee of an approved fund. Provided that the benefits of existing arrangements would not be any less favourable than benefits derived as a result of the application of this award.

Further, the Union reserves its right to inspect these arrangements periodically.

(6) **FUNDS** -

An individual employer, other than an employer covered by sub-clause (5) who wishes to make an application for an alternative to the requirement to pay contributions to L.U.C.R.F. pursuant to this clause is subject to the following:

- (i) The employer shall notify the State Secretary of the Union in writing by registered mail.
- (ii) The employer shall not proceed to make payments into an alternative fund until a agreement to do so has been received by registered mail from the State secretary of the Union.
- (iii) Where the parties are unable to reach agreement the matter shall be referred to the Industrial Committee for determination. If conciliation fails the Industrial Committee shall adjourn for a reasonable period to allow a representative from L.U.C.R.F. and from the proposed fund to interview eligible employees regarding superannuation.
- (iv) Employees then may choose the fund to apply from those proposed by the employer or L.U.C.R.F. The principle of individual choice shall apply.

(Notation: Employees covered by this award are also covered by the provisions of the *Superannuation Guarantee Charge Act*, 1992 (Cth.) and the *Superannuation Guarantee (Administration) Act*, 1992 (Cth.) and complimentary legislation. Nothing in this notation, however, shall be used to reduce any benefits enjoyed by employees as at the date of making this award.)

50. ENTERPRISE CONSULTATIVE MECHANISM

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

51. ARBITRATED SAFETY NET ADJUSTMENTS

- (a) The rates of pay in this award include the First Second and Third Arbitrated Safety Net Adjustments (\$8.00 per week) payable under the State Wage Case - December 1994 Decision. All the above Safety Net Adjustments may be offset to the extent of any wage increase received at the enterprise level since 29th May 1991. Increases made under previous State Wage Case Principles or under the current principles, excepting those resulting at the Enterprise level, are not to be used to offset arbitrated safety net adjustments.
- (b) The rates of pay in this award include the adjustments payable under the State Wage Case of May 2000. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increase since 29 May 1991 other than Safety Net Adjustments and Minimum Rates Adjustments.

52. EXEMPTIONS

This award shall not apply to either persons employed by John Fairfax & Sons Limited as circulation representatives or probationary circulation representatives or to that company in respect of its employment of such persons.

53. 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."

54. AREA, INCIDENCE AND DURATION

- (a) This Award shall apply to Commercial Travellers in the State of New South Wales excluding the County of Yancowinna within the jurisdiction of the Commercial Travellers (State) Industrial Committee.
- (b) This Award is made following a review under Section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Commercial Travellers (State) Award published 30 June 2000 (316 IG 897) and all variations thereof.
- (c) The Award published 30 June 2000 took effect from the beginning of the first pay period to commence on or after 24 August 2001 and the variations incorporated therein on the dates set out in the attached Schedule A.
- (d) The changes made to the Award pursuant to the Award Review pursuant to Section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 IG.307) are set out in the attached Schedule B and take effect on 28 June 2001.
- (e) This Award remains in force until varied or rescinded. The period for which it was being made already expired.

SCHEDULE A

Awards and Variations Incorporated

Clause	Award/ Variation Serial No.	Date of Publication	Date of taking Effect	Industrial Gazette	
				Vol.	Page
Commercial Travellers (State) Award	B 8963	30 June 2000	First pay period from 24 August 1999	316	897
47	B9033	28 April 2000	10 December 1998	315	438
52, Part B Table 1 and Table 2	B 9530	12 January 2001	First pay period from 24 August 2001	321	656

APPENDIX 1

The Secretary
National Union of Workers, New South
Wales Branch
3-5 Bridge Street
GRANVILLE NSW 2142

RE: WHOLESALE MERCHANDISER

The following details are forwarded in accordance with requirements of clause 29, Wholesale Merchandiser Employment, of the Commercial Travellers, &c. (State) Award.

COMPANY/EMPLOYER _____

COMPANY/EMPLOYER ADDRESS _____

COMPANY/EMPLOYER CONTACT OFFICER _____

FULL NAME OF MERCHANDISER _____

(PLEASE TICK)

FULL-TIME EMPLOYEE PART-TIME EMPLOYEE CASUAL EMPLOYEE



The Company/employer has employed this Wholesale Merchandiser on a rate of pay which is equal to or greater than the award rate of pay prescribed in either clause 10, Remuneration, for Local Wholesale Merchandiser or clause 14, Remuneration - Country Traveller, for Country Wholesale Merchandiser of the Commercial Travellers, &c. (State) Award.

The company/employer is paying the equivalent to one-twelfth of the Casual Wholesale Merchandiser's ordinary-time rate of pay to such employees in compliance with the *Annual Holidays Act 1944*.

Where the employee is engaged as a casual merchandiser they are also paid a casual loading of 20 per cent in addition to their ordinary-time rate of pay; such casual merchandiser is engaged for a minimum of three hours.

Where the employee is engaged as a part-time merchandiser they are engaged for a minimum of 12 hours per week averaged over a 28-day period, each engagement being for a minimum of three hours in accordance with clause 27, Part-time Wholesale Merchandisers, of the Commercial Travellers, &c. (State) Award.

SIGNED: _____

DATE: _____

PART B**MONETARY RATES****TABLE 1 - REMUNERATION****PART 1 LOCAL EMPLOYEES**

Classification	Former Award Rate Per Week 24 August 1999 \$	Minimum Award Wage Rate Per Week 24 August 2000 \$
Local Employee	470.70	482.70
Local Wholesale Merchandiser	429.90	441.90

PART II COUNTRY EMPLOYEES

Classification	Former Award Rate Per Week 24 August 1999 \$	Minimum Award Wage Rate Per Week 24 August 2000 \$
Country Employee	504.50	516.50
Country Wholesale Merchandiser	459.60	471.60

TABLE 2 - OTHER RATES AND ALLOWANCES

Item No.	Clause No.	Brief Description	Amount
			\$
1.	12(I)(a)	Locomotion Allowance - Local Employees up to 2,000 cc: standing charge allowance weekly amount	\$185.55 per week 20.45 cents per km
2.	12(I)(b)	Locomotion Allowance - Local Employees over 2,000 cc: standing charge allowance weekly amount	\$204.70 per week \$0.22 per km
3.	12(ix)	Employee required to provide station wagon/tow a trailer or caravan	\$4.70 per week
4.	12(xiv)	Wholesale part-time/casual merchandiser	51.2 cents per km
5.	12(xv)	Part-time Local employees/vehicle related expenses (private vehicles)	43.9 cents per km
6.	12, Part B(ii)	Standing Charge Air-conditioning Allowance - employee provides vehicle fitted with air-conditioning unit	\$3.05 per week
7.	12, Part B (iii)	Dry cleaning and Laundry Allowance	\$4.20 per week
8.	16(I)(a)	Locomotion Allowance - Country Employees up to 2,000 cc: standing charge allowance weekly amount	\$192.35 per week 20.45 cents per km
9.	16(I)(b)	Locomotion Allowance - Country Employees over 2,000 cc: standing charge allowance weekly amount	\$206.75 per week \$0.22 per km
10.	16(ix)	Employees required to provide station wagon/tow a trailer or caravan	\$5.40 per week
11.	16(xiv)	Wholesale part-time/casual merchandiser shall be paid for use of his/her motor vehicle	51.2 cents per km
12.	16(xv)	Part-time Country Employees/vehicle related expenses (private vehicles)	43.9 cents per km
13.	16, Part B (ii)	Standing Charge Air-conditioning Allowance	\$3.15 per week
14.	16, Part B (iii)	Dry Cleaning and Laundry Allowance	\$1.55 per week

R. J. PATTERSON, Commissioner.

Printed by the authority of the Industrial Registrar.

(630)

SERIAL C0616

STRAPPERS AND STABLE HANDS (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 2206, 2007, 2208, 2210 of 1999)

Before Mr Deputy President Grayson

22 August 2001

REVIEWED AWARD

1. ARRANGEMENT

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Contract of Employment
4.	Rates of Pay
5.	Casual and Part-Time Employees
6.	Junior Employees
7.	Attendance Allowance
8.	Payment of Wages
9.	Hours of Work
10.	Overtime
11.	Labour Flexibility
12.	Consultative Mechanism
13.	Utilisation of Skills
14.	Board and Lodging
15.	Holidays
16.	Annual Leave
17.	Annual Leave Loading
18.	Long Service Leave
19.	Sick Leave
20.	Personal Carer's Leave
21.	Bereavement Leave
22.	Transport and Allowances
23.	Stand By
24.	First-Aid, Protective Clothing, Etc.
25.	Disputes Procedure
26.	Anti-Discrimination
27.	Jury Service
28.	Traineeships
29.	Redundancy
30.	Parental Leave
31.	Superannuation
32.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

Table 3 - Trainee Weekly Rates - Industry/Skill Level A

Table 4 - Trainee Weekly Rates - Industry/Skill Level B

Table 5 - Trainee Weekly Rates - Industry/Skill Level C

Table 6 - School Based Traineeships

APPENDIX A - INDUSTRY/SKILL LEVELS**2. DEFINITIONS**

"Stable Hand Rider" means an employee who is required to ride horses as part of his/her duties for shows, performances or other activities requiring more advanced riding skills.

"Casual Employee" - Without limiting the terms of Clause 5 - Casual and Part-time Employees, a casual employee shall mean an employee engaged for less than 40 hours each working week.

3. CONTRACT OF EMPLOYMENT

- (i) Subject to clause 6, Casual and Part-time Employees, and except as hereinafter provided, employment shall be by the week.
- (ii) Employment during the first two weeks of engagement shall be on a probationary basis from day to day, except in the case of re- engagement of any employee who has had previous service with the employer.
- (iii) Subject to subclause (ii) of this clause, it shall be clearly indicated in writing by the employer whether the employee is engaged on a weekly or a casual basis.
- (iv) 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.

Where an employee has given or been given notice as aforesaid, he/she shall continue in his/her employment until the date of expiration of such notice. Any employee who, having given or been given notice as aforesaid, without reasonable cause (proof of which shall lie on him/her) absents himself/herself from work during such period shall be deemed to have abandoned his/her employment and shall not be entitled to payment for work done by him/her within that period.

- (v) If an employee is given notice or dismissed at other than his/her normal place of employment he/she shall be entitled to transport or return fares to his/her usual place of employment.
- (vi) Any employee not attending for duty shall lose his/her pay for the actual time of such non-attendance except as provided in clauses 16, Holidays, 17, Annual Leave, 20, Sick Leave, 21, Bereavement Leave, and 28, Parental Leave.

4. RATES OF PAY

- (a) The weekly rates of pay shall be not less than the amounts as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.
- (b) The rates of pay in this award include the State Wage Case - August 1997 and June 1998 adjustments as set out in Table 1 payable under the State Wage Case - August 1997 and June 1998 decisions. These adjustments may be offset against:
 - (A) Any equivalent overaward payments, and/or
 - (B) Award wage increases since 29 May 1991 other than safety net adjustments and minimum rates adjustments.

5. CASUAL AND PART-TIME EMPLOYEES

- (i) Part-time employee means a weekly employee who is employed to work less than 40 hours per week.
- (ii) Part-time employees shall be engaged for a minimum of four hours for each engagement.
- (iii) Part-time employees shall receive the same entitlements as full- time employees but on a pro rata basis. Provided that a part-time employee shall receive sick leave credits on the basis of one hour for each 23 hours of ordinary duty for each year of service. Public holiday credits shall accrue at the rate of one hour for each 23 hours of ordinary duty.

Annual leave shall accrue at the rate of one hour for each 13 hours of ordinary duty in the first year of employment and one hour for each 12 hours of ordinary duty in the second and subsequent years of employment. In all other respects, the provisions for sick leave, public holidays and annual leave in this award shall apply.

- (iv) The hourly rate for a part-time employee shall be the weekly rate divided by the number of hours

worked by full-time employees.

- (v) A casual employee is one engaged and paid as such and whose engagement may be terminated at any time.
- (vi) A casual employee shall be paid at the rate of one-fortieth of the weekly rate prescribed by the award for each hour worked, plus 20 per cent. (This loading is inclusive of obligations pursuant to the *Annual Holidays Act 1944*.)

6. JUNIOR EMPLOYEES

- (i) The minimum weekly rate to be paid to any employee under 21 years of age shall be as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates, and such percentage shall be calculated to the nearest five cents, any fraction of five in the result not exceeding two cents to be disregarded.
- (ii) If required by the employer, an employee shall produce either a birth certificate or a statutory declaration as to his/her age.

7. ATTENDANCE ALLOWANCE

In addition to the provisions of clause 22, Transport and Allowances, employees participating in sporting events or similar type meetings or events shall be paid award rates for work performed at such meetings and, in addition, shall be paid a special attendance allowance for each such attendance, calculated as follows:

- (i) Where the racecourse is situated within 75 kilometres from the employee's place of employment he/she shall be paid as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (ii) Where the racecourse is more than 75 kilometres from the employee's place of employment the employee shall be paid as set out in the said Item 1 plus the amount set out in Item 2 of Table 2 for each 50 kilometres or part thereof the racecourse is situated from the place of employment.

8. PAYMENT OF WAGES

- (i) Wages shall be paid by cash, cheque or electronic funds transfer.
- (ii) Wages shall be paid on a fixed day not later than Friday of each week. Provided that, by genuine agreement between the employer and the employee, wages may be paid fortnightly.
- (iii) Employees who are paid cash shall be paid during ordinary working hours and any employee who has to wait after ordinary ceasing time on pay day to receive wages shall be paid at ordinary-time rates for all time he/she is kept waiting to be paid.
- (iv) When an employee is paid by means of electronic funds transfer the provisions relating to waiting time shall not apply. In lieu thereof, when an employee's wages are not in the relevant employee's nominated account on the designated pay day the employer, if required to do so by the employee, shall provide the employee's wages to the employee in cash by conclusion of the next day's shift and, in any case, no later than Friday.

9. HOURS OF WORK

- (i) The ordinary hours of work for all employees shall be 40 hours per week to be worked within rostered hours in five full days, or four full days and two half days, Monday to Saturday.
- (ii) No employee shall be required to work after twelve noon as part of the ordinary hours in any week on the two days rostered as the employee's two half-days off during any particular working week.
- (iii) A roster setting out the five days or the four days and two half-days to be worked in any one week, Monday to Saturday, by each employee shall be posted up on Monday of the preceding week.
- (iv) By arrangement with the employer, stable hands may agree to change their rostered half-days off in any

week.

10. OVERTIME

- (i) All work performed in excess of or outside the ordinary hours prescribed by clause 10, Hours of Work, shall be paid for at the rate of time and a half for the first three hours and double time thereafter. In lieu of receiving payment for overtime the employee may elect to take time off. The overtime payment otherwise payable to the employee shall be reduced by an amount calculated at the ordinary-time rate of pay for the duration of any period the employee elects to be and is absent.
- (ii) An employee required to work on a Sunday shall be paid for all such work at double rates with a minimum of three hours.
- (iii) An employee required to work overtime for more than one and a half hours without being notified on the previous day or earlier that he/she will be so required to work shall be paid an allowance as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. Provided that 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 as above prescribed for meals which he/she has provided but which have become superfluous.

11. LABOUR FLEXIBILITY

- (i) For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, it is agreed that employees shall perform a wider range of duties, including work, which is incidental or peripheral to their main tasks or functions.
- (ii) Subject to the terms of agreement at the enterprise level, employees may undertake training for a wider range of duties and for access to higher classifications.
- (iii) The parties will not create barriers to advancement of employees within the award structure.
- (iv) The parties will co-operate in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disruptions.
- (v) The employer, employees and their respective organisations recognise the principle of voluntary participation in training programs. Employees not wishing to be trained will not be disadvantaged.

12. 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.

13. UTILISATION OF SKILLS

- (i) Employees shall be employed to carry out such duties as may be directed by an employer from time to time, subject to their skills, competence and training.
- (ii) Any employee may at any time carry out such duties and use such tools and equipment as may be directed by an employer, provided that the employee has been properly trained in the use of such tools and equipment.
- (iii) Any direction given by an employer in accordance with subclauses (i) and (ii) of this clause shall be consistent with the employer's obligations under the *Occupational Health and Safety Act 1983*.
- (iv) Disputes arising in relation to the operation of this clause shall be dealt with in accordance with clause 25, Disputes Procedure, following prior consideration of the issue.

14. BOARD AND LODGING

Where board and lodging are provided for permanent employees on or adjacent to the employer's property, such board and lodging shall be of a reasonable standard and the employer may deduct from the employee's earnings an amount as set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for full board and lodging (where a cook is supplied by the employer) and an amount as set out in Item 5 for full board and lodging (where no cook is supplied by the employer).

15. HOLIDAYS

- (i) Employees shall be entitled to the following public holidays without loss of pay as regards weekly employees: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight-hour Day, Christmas Day, Boxing Day, or such other days as are generally observed in the locality as a substitute for any of the aforesaid days, respectively; in addition thereto, any special days appointed by proclamation as public holidays throughout the State, and providing a picnic is held, the picnic day of The Australian Workers Union, New South Wales, which shall be held on any day (Monday to Friday) in March each year or any day nominated by the union to be the picnic day for the area. By agreement between any employer and his/her employees, other days may be substituted for the said days or any of them to suit the employer's undertaking.
- (ii) With regard to union picnic day, an employer may require any employee to work on such picnic day and, unless a reasonable excuse exists, the employee shall work in accordance with such requirements at the rates prescribed by subclause (iv) of this clause. The employer may require from an employee evidence of his/her attendance at the picnic. Where such evidence is requested by the employer, payment need not be made unless the evidence is produced.
- (iii) An employee who is absent from work on the working day preceding or the working day following a holiday or two or more consecutive holidays shall not be entitled to payment for the holiday or holidays unless he/she produces or forwards evidence to the employer that his/her absence was due to a good and satisfactory cause.
- (iv) Subject to subclause (i) of this clause, all time worked on a holiday shall be paid for at the rate of double time and a half, with a minimum payment of four hours.

16. ANNUAL LEAVE

See *Annual Holidays Act 1944*.

17. ANNUAL LEAVE LOADING

- (i) This clause applies only in relation to annual holidays to which employees become or have become entitled.
- (ii) In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
- (iii) Before an employee is given and takes his/her annual holiday or, where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay his/her employee a loading determined in accordance with this clause.

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

- (iv) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act.
- (v) The loading is the amount payable for the period or separate period, as the case may be, stated in subclause (iii) of this clause at the rate per week of 17.5 per cent of the appropriate ordinary weekly time

rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing his/her annual holiday.

- (vi) 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/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 subclause
- (v) of this clause, applying the award rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance and the entitlement to the holiday arises on or after the date of operation of this award.
- (vii) Where, in accordance with the Act and on or after the date of operation of this award, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned -
 - (a) An employee who is entitled under the Act to an annual holiday, and who is given and takes such a holiday, shall be paid the loading calculated in accordance with subclause (v) of this clause.
 - (b) An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid, in addition to the amount payable to him/her under the Act, such proportion of the loading that would have been payable to him/her under this clause if he/she had become entitled to an annual holiday prior to the close down as his/her qualifying period of employment in completed weeks bears to 52.
- (viii) (a) When the employment of an employee is terminated by his/her employer on or after the date of operation of this award, for a cause other than misconduct, and at the time of the termination the employee has not taken the whole of an annual holiday to which he/she became entitled, he/she shall be paid a loading calculated in accordance with subclause (v) of this clause for the period not taken.
- (b) Except as provided by paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.

18. LONG SERVICE LEAVE

See *Long Service Leave Act 1955*.

19. SICK LEAVE

- (i) A weekly employee who, after not less than three months' continuous service in his/her current employment, is unable to attend for duty during the ordinary working hours by reason of personal illness or incapacity (excluding illness or incapacity resulting from injury within the *Workers' Compensation Act 1987*) shall be entitled to be paid for such non-attendance the amount of his/her ordinary rate of pay which he/she would have earned if he/she had attended for duty, subject to the following conditions:

During the first year of service with an employer five days sick leave shall be allowed. Provided that sick leave entitlement shall increase to eight days in the second or subsequent years of service with the employer.

- (ii) He/she shall, wherever practicable, within four hours of normal commencement time, inform the employer of his/her inability to attend for duty and, as far as possible, state the nature of the illness, incapacity or inability to attend for duty and the estimated duration of the same.
- (iii) He/she shall prove to the satisfaction of the employer (or in the event of a dispute, the Industrial Relations Commission of New South Wales) that he/she is or was unable, on account of such illness or incapacity, to attend for duty on the day or days for which payment under this clause is claimed.
- (iv) He/she shall not be entitled in respect of any year of continued employment to sick pay for more than

the quantum of sick leave provided for in subclause (i) of this clause. Any period of paid sick leave allowed by the employer in the industry to any employee in any such year shall be deducted from the period of leave which may be allowed or carried forward under this award or in respect of such year.

- (v) The rights under this clause shall accumulate from year to year so long as his/her employment continues with the employer, so that any part of leave pursuant to subclause (i) of this clause which has not been allowed in any year may be claimed by the employee, and shall be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment. Any rights which accumulate, pursuant to this subclause, shall be available to the employee for a period of five years from the end of the year in which it accrues.
- (vi) For the purpose of this clause, continuous service shall be deemed not to have been broken by:
 - (a) any absence from work on leave granted by the employer; or
 - (b) 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 any time so lost shall not be taken into account in computing the qualifying period of three months.
- (vii) Service before the date of coming into force of this award shall be counted as service for the purpose of qualifying thereunder.

20. 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 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:
 - (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) 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.

(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.

21. BEREAVEMENT LEAVE

- (i) An employee, other than a casual employee, shall be entitled to two days bereavement leave without deduction of pay on each occasion of the death of a person as prescribed in subclause (iii) of this clause. Such leave shall commence on the day immediately following such death.
- (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 to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause 91) of clause 20, 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.
- (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 (2), (3), (4), and (5) of the said subclause 20. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

22. TRANSPORT AND ALLOWANCES

- (i)
 - (a) An employee who is required to attend a race meeting and perform work covered by this award shall, if the horse is floated, be supplied with transport between such race meeting and his/her usual place of employment.
 - (b) In addition to his/her entitlements under clause 8, Attendance Allowance, the employee shall be paid an amount as set out in Item 6 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for the cost of each meal, provided that where the employer supplies meals no such meal payment shall be made.
- (ii) Where, in the course of his/her employment, an employee is required to live and sleep at some place other than his/her normal place of residence, or where an employee is required by his/her employer to travel, he/she shall be paid his/her reasonable out-of-pocket expenses before leaving his/her employer's premises.

23. STAND-BY

An employee directed to stand by in readiness to work outside his/her normal duties or to do watch keeping or guard duties outside his/her ordinary working hours shall, until released, be paid at overtime rates for all time so engaged.

24. FIRST-AID, PROTECTIVE CLOTHING, ETC.

- (i) A suitable first-aid kit shall be kept at all places of work.
- (ii) Where gumboots, waterproof coats, waterproof half-coats and waterproof trousers are required, they shall be supplied by the employer. Such protective clothing shall remain the property of the employer and, in the event of an employee leaving or being employed where such clothing is not required, shall be returned to the employer in good condition, fair wear and tear accepted. All such equipment shall be replaced as required on return of the worn out issue. The employee shall be responsible for the replacement of any equipment issued to him/her for which he/she cannot account.
- (iii) Where employees are required by any race club to wear dustcoats at a race meeting the employer shall ensure that the employees in question are issued with suitable freshly laundered dustcoats at each such meeting.
- (iv) Every employee shall be paid an allowance by way of a subsidy as set out in Item 7 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in lieu of riding boots and skullcaps and each employee shall provide himself/herself with a suitable skullcap and riding boots as required.

25. DISPUTES PROCEDURE

- (i) Procedure relating to a grievance of an individual employee:
 - (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussions, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by an industrial organisation of employees.
- (ii) Procedure for a dispute between an employer and the employees:
 - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time limits must be allowed for discussion at each level of authority.
 - (c) While a procedure is being followed, normal work must continue.
 - (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.
- (iii) It is a purpose of this procedure that normal work continue while the above procedures are being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this procedure.
- (iv) This procedure shall not apply to any dispute on a safety issue.

26. 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 ground 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 this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

27. JURY SERVICE

A weekly employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service. An employee shall notify the employer as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give his/her employer proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

28. TRAINEESHIPS

- (i) Application
 - (a) Subject to subclause (iii) of this subclause this clause shall apply to persons who are undertaking a traineeship (as defined) and is to be read in conjunction with this award, or any legally registered award or any former industrial agreement of the Industrial Relations Commission of New South Wales which covers the terms and conditions of employment of persons performing work covered by this clause.
 - (b) Notwithstanding (i) this clause shall apply provisionally for an interim period:
 - (A) Starting upon the commencement date as recorded on a valid "Application to Establish a Traineeship" signed by both the employer and the Trainee, which has been lodged with the Relevant NSW Training Authority; and
 - (B) Ending upon the expiry of one calendar month period immediately following the employer's receipt of the Indenture Papers from the Relevant NSW Training Authority.

In any case, the duration for which this award may provisionally apply shall be no longer than two calendar months, or such longer period as may be required to accommodate a delay in processing the "Application to Establish a Traineeship" which is beyond the control of the employer.
- (c) The terms and conditions of this award shall apply, except where inconsistent with this clause.

- (d) Notwithstanding the foregoing, this clause shall not apply to employees who were employed by an employer under this award prior to the date of approval of a traineeship relevant to the employer, except where agreed upon between the employer and the relevant union(s).
- (e) This clause does not apply to the apprenticeship system or any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 27 April, 1998 or in an award that binds the employer.
- (f) At the conclusion of the traineeship, this clause shall cease to apply to the employment of the trainee and the Award shall apply to the former trainee.

(ii) Objective

The objective of this clause 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 shall be displaced from employment by trainees. Nothing in this clause shall be taken to replace the prescription of training requirements in this Award.

(iii) Definitions

Structured Training means that training which is specified in the Training Plan, which is part of the Training Agreement registered with the relevant NSW Training Authority. It includes training undertaken both on and off-the-job in a traineeship scheme and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a Traineeship approved by the relevant NSW Training Authority and leads to a qualification set out in clause 5(f).

Relevant Union means the AWU.

Trainee is an individual who is a signatory to a training agreement registered with the relevant NSW Training Authority and is involved in paid work and structured training, which may be on or off the job. A trainee can be full-time, part-time or school-based.

Traineeship means a system of training, which has been approved by the relevant NSW Training Authority, and includes full time traineeships and part time traineeships including school-based traineeships.

Training Agreement means an instrument which establishes a Traineeship under the *Industrial and Commercial Act 1989*. (Note: Under the Industrial and Commercial Training Act a training agreement is also referred to as an indenture).

Training Plan means a programme of training which forms part of a Training Agreement registered with the Relevant NSW Training Authority.

School-Based Trainee is a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a traineeship which forms a recognised component of their HSC curriculum, and is endorsed by the relevant NSW Training Authority and the NSW Board of Studies as such.

Relevant NSW Training Authority means the Department of Education and Training, or successor organisation.

Year 10 for the purposes of this award any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

(iv) Training Conditions

- (a) The Trainee shall attend an approved training course or training program prescribed in the

Training Agreement or as notified to the trainee by the Relevant NSW Training Authority in an accredited and relevant traineeship.

- (b) A Traineeship shall not commence until the relevant Training Agreement, has been signed by the employer and the trainee and lodged for registration with the Relevant NSW Training Authority.
- (c) The employer shall ensure that the Trainee is permitted to attend the training course or program provided for in the Training Agreement and shall ensure that the Trainee receives the appropriate on-the-job training.
- (d) The employer shall provide a level of supervision in accordance with the Training Agreement during the traineeship period.
- (e) The employer agrees that the overall training program will be monitored by officers of the Relevant NSW Training Authority and that training records or work books may be utilised as part of this monitoring process.
- (f) Training shall be directed at:
 - (A) the achievement of key competencies required for successful participation in the workplace (eg. literacy, numeracy, problem solving, team work, using technology) and an Australian Qualification Framework Certificate Level I.

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or

- (B) the achievement of key competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies) as are proposed to be included in an Australian Qualification Framework Certificate Level II or above.

(v) Employment Conditions

- (a) A Trainee shall be engaged as a full-time employee for a maximum of one year's duration or a part-time trainee for a period no greater than the equivalent of one year full-time employment.

For example, a part-time trainee working 2 ½ days per week (including the time spent in approved training) works (and trains) half the hours of a full-time trainee and therefore their traineeship could extend for a maximum of two years.

In any event, unless the Relevant NSW Training Authority directs, the maximum duration for a traineeship shall be thirty six months.

By agreement in writing, and with the consent of the relevant NSW 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.

- (b) 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.
- (c) Where the trainee completes the qualification in the Training Agreement, earlier than the time specified in the Training Agreement then the traineeship may be concluded by mutual agreement.
- (d) A traineeship shall not be terminated before its conclusion, except in accordance with the *Industrial and Commercial Training Act 1989*, or by mutual agreement.

An employer who chooses not to continue the employment of a trainee upon the completion of

the traineeship shall notify, in writing, the Relevant NSW Training Authority of their decision.

- (e) The Trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training in accordance with the Training Agreement.
- (f) 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.
- (g)
 - (i) 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.
 - (ii) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of this Award.
 - (iii) No Trainee shall work shiftwork unless the relevant parties to this Award 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.
 - (iv) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the Parent Award.
- (h) All other terms and conditions of this award that are applicable to the Trainee or would be applicable to the Trainee but for this clause shall apply unless specifically varied by this clause.
- (i) 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 payment.

The following employment conditions apply specifically to part-time and school-based trainees:

- (j) A part time trainee shall receive, on a pro rata basis, all employment conditions applicable to a full time trainee. All the provisions of this award shall apply to part time trainees except as specified in this clause.
- (k) A part time trainee may, by agreement, transfer from a part time to a full time traineeship position should one become available.
- (l) The minimum daily engagement periods applying to part-time employees specified in the Parent Awards shall also be applicable to part time trainees.

Where there is no provision for a minimum daily engagement period in the Parent Award(s) or other industrial instrument(s), applying to part-time employees, then the minimum start per occasion shall be 3 continuous hours, except in cases where it is agreed that there shall be a start of 2 continuous hours, on 2 or more days per week, provided that:

- (i) a 2 hour start is sought by the employee to accommodate the employee's personal circumstances, or
- (ii) the place of work is within a distance of 5km from the employee's place of residence.
- (m) School-based trainees shall not be required to attend work during the interval starting four weeks prior to the commencement of the final year Higher School Certificate Examination period and ending upon the completion of the individual's last HSC examination paper.
- (n) For the purposes of this clause, a school-based trainee shall become an ordinary trainee as at January 1 of the year following the year in which they ceased to be a school student.

(vi) Wages

Wages - Full-Trainees

- (a) The weekly wages payable to full time trainees shall be as follows:

Industry/Skill Level A	Table 3
Industry/Skill Level B	Table 4
Industry Skill Level C	Table 5
School-Based Trainees	Table 6

- (b) These wage rates will only apply to Trainees while they are undertaking an approved Traineeship which includes approved training as defined in this clause
- (c) The wage rates prescribed by this clause do not apply to complete trade level training which is covered by the Apprenticeship system.
- (d) The rates of pay in this clause include the adjustments payable under the State Wage Case of May 2001. 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.
- (e) Appendix A sets out the skill level of a traineeship. The industry/skill levels contained in Appendix A are, illustrative of 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 shall be based on the following criteria:
- (i) Any agreement of the parties or submission by the parties
 - (ii) The nature of the industry
 - (iii) The total training plan
 - (iv) Recognition that training can be undertaken in stages
 - (v) The exit skill level in the Parent 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.

- (f) For the purposes of this provision, "out of school" shall refer only to periods out of school beyond Year 10, and shall be deemed to
- (i) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
 - (ii) include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10;
 - (iii) not include any period during a calendar year in which a year of schooling is completed; and
 - (iv) have effect on an anniversary date being January 1 in each year.

Wages for Part-Time and School-Based Trainees:

- (a) This clause shall apply to trainees who undertake a traineeship on a part time basis by working less than full time ordinary hours and by undertaking the approved training at the same or lesser training time than a full-time trainee.
- (b) The hours for which payment shall be made are determined as follows:
 - (i) Where the approved training for a traineeship (including a school based traineeship) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates shall apply only to the total hours worked by the part time trainee on-the-job.
 - (ii) Where the approved training is undertaken on-the-job or in a combination of on-the-job and off-the-job, and the average proportion of time to be spent in approved training is 20% (ie. the same as for the equivalent full time traineeship):
 - (1) If the training is solely on-the-job, then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.
 - (2) If the training is partly on-the-job and partly off-the-job, then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

Note: 20 per cent is the average proportion of time spent in approved training which has been taken into account in setting the wage rates for most full time traineeships.

- (iii) Where the normal full time weekly hours are not 38 the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full time hours.
- (c) For traineeships not covered by clause 8(b) above, the following formula for the calculation of wage rates shall apply:

The wage rate shall be pro-rata the full time rates based on variation in the amount of training and/or the amount of work over the period of the traineeship, which may also be varied on the basis of the following formula:

$$\text{Wage} = \text{Full time wage rate} \quad \times \quad \frac{\text{Trainee hours} - \text{average weekly training time}}{32^*}$$

* Note: 32 in the above formula represents 40 ordinary full time hours less the average training time for full time trainees (i.e. 20%).

- (i) "Full time wage rate" means the appropriate rate as set out in Table 1 - Industry/Skill Level A, Table 2 - Industry/Skill Level B, Table 3 - Industry/Skill Level C and Table 4 - School-based Traineeships of Part B, Monetary Rates.
- (ii) "Trainee hours" shall be the hours worked per week including the time spent in approved training. For the purposes of this definition, the time spent in approved vocational training may be taken as an average for that particular year of the traineeship.
- (iii) "Average weekly training time" is based upon the length of the traineeship specified in the traineeship agreement or training agreement as follows:

$$\text{Average Weekly Training Time} = \frac{8 \times 12}{\text{length of the traineeship in months}}$$

- Note 1: 8 in the above formula represents the average weekly training time for a full time trainee whose ordinary hours are 40 per week.
- Note 2: The parties note that the traineeship agreement will require a trainee to be employed for sufficient hours to complete all requirements of the traineeship, including the on the job work experience and demonstration of competencies the parties also note that this would result in the equivalent of a full day's on the job work per week.

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

A school student commences a traineeship in year 11 the ordinary hours of work in the Award are 40. The training agreement specifies two years (24 months) as the length of the traineeship.

"Average weekly training time" is therefore $8 \times 12/24 = 4$ hours.

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

So the wage rate in year 11 is:

$\$193 \times \frac{15 - 4}{32} = \66.35 plus any applicable penalty rates under the Award.

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

29. REDUNDANCY

(i) 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.

(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 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.

(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 done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause (ii) 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.

(iv) 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 subclause (ii) (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 subclause (ii)(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 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 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 paragraph (a) of subclause (ii) 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.

(v) Severance Pay

(a) Where an employee is to be terminated pursuant to subclause (iv) 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:

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 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.

(vi) 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.

30. PARENTAL LEAVE

See Part 4 of the *Industrial Relations Act* 1996.

31. SUPERANNUATION

The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act* 1992 (Cth), the *Superannuation Industry (Supervision) Act* 1993 (Cth), the *Superannuation (Resolution of Complaints) Act* 1993 (Cth), and s.124 of the *Industrial Relations Act* 1996. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

32. AREA, INCIDENCE AND DURATION

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

Strappers and Stable Hands (State) Award published 17 November 1995 (289 I.G. 419), as varied;

Strappers and Stable Hands Redundancy (State) Award published 21 April 1995 (285 IG 309), as varied;

Strappers and Stable Hands Training Wage (State) Award published 8 December 1995 (289 IG 1189) as varied; and the

Strappers and Stablehand Riders Superannuation (State) Award published 29 November 1991 (266 IG 270).

The award published 17 November 1995 took effect from the beginning of the first pay period to commence on or after 14 July 1995 and remained in force thereafter for a period of 12 months.

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 22 August 2001.

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

PART B
MONETARY RATES

TABLE 1 - RATES OF PAY

Classification		Rate per week (\$)
(1)	Stablehand	
(a)	with less than one year's previous experience	353.20
(b)	with one year's previous experience	357.65
(c)	with two years' previous experience	367.85
(d)	with five years' previous experience	379.10
(2)	Stablehand Rider	459.95

Employees Under 21 Years of Age	Percentage of Adult Rate of Stablehand or Stablehand Rider, including the rate for experience where appropriate (%)
15 years of age	55
16 to 17 years of age	60
17 to 18 years of age	65
18 to 19 years of age	70
19 to 20 years of age	80
20 years of age	95

TABLE 2 - OTHER RATES AND ALLOWANCES

Item No	Clause No	Brief Description	Amount (\$)
1	7(i)	Racecourse within 75 kilometres	20.30
2	7(ii)	For each 50 kilometres beyond 75 kilometres or part thereof	4.70 extra
3	10(iii)	Overtime (meal allowance)	6.45 per meal
4	14	Full board and lodging with cook supplied	51.10
5	14	Full board and lodging without cook supplied	18.00
6	22(i)(b)	Meal allowance whilst at racecourse	6.45 per meal
7	24(iv)	Riding boots and skullcaps	1.50 per week

TABLE 3 - WEEKLY RATES - 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 Skill Level A.

	Highest year of Schooling Completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School leaver	193.00	211.00	256.00
Plus 1 year out of school	211.00	256.00	298.00
Plus 2 years	256.00	298.00	346.00
Plus 3 years	298.00	346.00	396.00

Plus 4 years	346.00	396.00	
Plus 5 years or more	396.00		

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

TABLE 4 - WEEKLY RATES - 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 Skill Level B.

	Highest year of Schooling Completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School leaver	193.00	211.00	246.00
Plus 1 year out of school	211.00	246.00	283.00
Plus 2 years	246.00	283.00	332.00
Plus 3 years	283.00	332.00	378.00
Plus 4 years	332.00	378.00	
Plus 5 years or more	378.00		

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

TABLE 5 - WEEKLY RATES - INDUSTRY/SKILL LEVEL C

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

	Highest year of Schooling Completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School leaver	193.00	211.00	237.00
Plus 1 year out of school	211.00	237.00	266.00
Plus 2 years	237.00	266.00	298.00
Plus 3 years	266.00	298.00	333.00
Plus 4 years	298.00	333.00	
Plus 5 years or more	333.00		

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

TABLE 6 - SCHOOL-BASED TRAINEESHIPS

	Year of Schooling	
	Year 11	Year 12
	\$	\$
School based traineeships Skill Levels A, B and C	193.00	211.00

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

APPENDIX A - 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 Service and Health
Pastoral
Environmental
Wholesale and Retail - Vehicle Repair Services and Retail Sector

J .P. GRAYSON, *D.P.*

Printed by the authority of the Industrial Registrar.

(229)

SERIAL C0587**PRINTING INDUSTRIES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 2905 and 3142 of 1999 and 574 and 578 of 2000 and 1205 of 2001)

Before Commissioner O'Neill

8 August 2001

REVIEWED AWARD**PART A**

Clause No	Subject Matter
1.	Definitions
2.	Anti-Discrimination
3.	Contract of Employment
4.	Termination of Employment
5.	Trade Union Training Leave
6.	Redundancy
7.	Rationing of Work Prohibited
8.	Casual Employees
9.	Part-time Workers
10.	Payment of Wages and Pay Day
11.	Hours of Work
12.	Shift Work
13.	Overtime
14.	Stand By For Work
15.	Call Back
16.	Missing Usual Conveyance
17.	Meal Period
18.	Holidays and Leave.
19.	Annual Leave
20.	Sick Leave

21. Personal Carers Leave
22. Bereavement Leave
23. Parental Leave
24. Long Service Leave
25. Jury Service
26. Accident Pay
27. Proof Reading
28. Gluing Machine
29. Restrictions on Taking Work Off Employer's Premises
30. Letting and Hiring of Premises or Plant
31. Letterpress and Lithographic Printing Conditions
32. Piece Work
33. Mixed Functions
34. Limitations of Employment of Juniors
35. Health Notices and Provisions
36. Protective Clothing and Changing Rooms
37. Employer to Provide Facilities
38. First Aid
39. Guillotine Machine Work
40. Platen Machines Used for Carton Cutting
41. Bronzing or Dusting Off
42. Right of Entry
43. Union Delegate
44. Posting of Union Notices
45. Production
46. Exemption
47. Superannuation
48. Area, Incidence and Duration

Schedule A - Machine Composition

Schedule B - vacant

Schedule C - Guidelines Maximum Plant Capacity

Appendix A - Industries and Callings

PART B

MONETARY RATES

Table 1 - Rate of Wage

Table 2 - Other Rates and Allowances

PART A

1. Definitions

- (a) "A non-apprenticed junior:
- (i) An employee of 18 years of age or over who is employed in a non-apprenticeship occupation specified in Table 1 Part B of this award and who is receiving the adult wage for that occupation.
 - (ii) Any employee who has completed their apprenticeship but has not attained the age of 21 years shall be defined as an adult.
 - (iii) A non-apprenticed junior who has not attained the age of 21 years who is employed as a "keyboard operator/assemblers" as specified in Table 1 Part B of this award shall be defined as an adult.
- (b) Art and/or designing (including commercial art) howsoever described

- (i) shall, subject to paragraph (ii) of this definition, mean and refer to the work of an employee employed in or in connection with design, sketching, drawing, tracing, aero graphing, keying, colouring, photographs, retouching of bromides, reproducing, writing (including ticket writing), lettering, illustrating, commercial art, or in copying art work or layouts, or in any way preparing art work or layouts for use or prospective use within the industry covered by this award, but
- (ii) shall not refer to the work of an employee employed in or in connection with any work on photographic negatives or positives (but not including bromides).
- (c) "Compositor" shall mean and refer to a tradesman who performs the general trade skills of composition.
- (d) "Industrial Committee" means the Printing Industry Compositors, Cardboard Box Makers (Cumberland and Newcastle) Industrial Committee.
- (e) "Corrugated and Solid Fibreboard Containers"
 - (i) The provisions of this subclause apply only to the classifications set out in Part 3 of Schedule D of this award. Those classifications relate to the machinery and equipment described in the Corrugated Box Manufacturers Handbook, Third Edition, published by the S and S Corrugated Paper Machinery Company Inc. New York in November 1965 together with all other machinery, equipment and processes operating in the Corrugated and Solid Fibreboard Container Section of the Industry as at 1 July 1978.
 - (ii)
 - (1) A dispatcher is an employee in a finished goods despatch area whose duties include (but not being the labouring aspects only of such functions) Receiving finished goods; assembling or collecting goods in store to satisfy orders, requisitions or schedules; checking goods before despatch for quantity, type or size; handing over goods to the person authorized to receive such goods. In addition he may be required to keep appropriate records. There shall be at least one employee in each finished goods despatch area who is classified as a dispatcher.
 - (2) Any dispute as to whether an employee should be classified, as a dispatcher shall be referred to the Industrial Committee.
 - (iii) "Forklift and/or grab truck and/or similar powered vehicles" shall exclude any vehicle where the operator is not required to ride on the vehicle in order to operate it.
 - (iv)
 - (1) "Machinist" means, without limiting the generality of that term, the person who, under the direction of the employer is in charge of and responsible for the safety of those under his control, the efficient operation, care and cleanliness of the equipment and its immediately surrounding areas, the behaviour of the crew (if any) and the setting up, maintenance of quality and output of the machine in accordance with the standards set by the employer.
 - (2) "Assistant machinist" means the person (who is second in charge of the machine) appointed by the employer to assist the machinist in the performance of any of the duties of the machinist as defined but who is not responsible for taking charge of the machine, unless so directed by the employer.
 - (3) "Any other employee on that machine" means an employee other than the machinist or assistant machinist who is assigned to the machine by the employer to perform work at the direction of the machinist.
 - (v) "Single facer machinist" means the person in charge of a single facer either operating in line with a double backer or as a separate unit, making single faced board.
 - (vi) "A printer-slotter" means a machine used for printing, slotting, scoring and/or slitting and includes printing machines (not being printing attachments) such as long way through printers and solid fibreboard box makers such as the Swift or the Thrissel. A printer-slotter may have attachments for limited die cutting operations, for example, hand holes and ventilation holes.

- (vii) "Printing attachment" shall mean a simple printing device incapable of printing on its own but which when attached to another machine can perform a limited printing function.
- (viii) (1) A storeperson is an employee in a store whose duties include receiving and/or storing away and/or issuing goods and materials used in connection with the manufacture of corrugated and/or solid fibreboard and/or goods made there from (not being the labouring aspects only of such functions; in addition they may be required to keep appropriate records. There shall be at least one employee in each store who is classified as a storeperson.
- (f) "Day's Work" shall mean work performed between the usual hours of commencing and finishing work on any day work, or shift work.
- (g) "Embossing" shall mean and include the making of an impression or impressions upon any surface by the use of male and female dies, whether or not ink, foil (whether of metal or otherwise), or any other colouring medium is being or has been applied to the surface upon which the impression is being or has been made.
- (h) "Flexible Packaging Printing"
 - (i) "Flexible packaging printing" shall mean and refer to the printing of flexible packaging materials using the flexographic and/or gravure printing process and may include the moulding and mounting of printing plates for flexible packaging printing.
 - (ii) "Flexible packaging materials" shall mean and refer to packaging materials made of paper, paperboard, film (cellulose and the like), plastics, foil and similar materials and combinations thereof being sufficiently flexible for reel feeding through printing, forming or converting machinery.
 - (iii) "Printing machinist (flexible packaging printing)" shall mean and refer to a person required to exercise general trade skills and who is engaged in the printing of flexible packaging materials using the flexographic and/or gravure printing process but shall not refer to a person covered by any classification described in Table 1 Part B of this award.
 - (iv) "Flexographic printing" shall mean and refer to a method of rotary letterpress printing for flexible packaging which employs rubber or other types of flexible plates and rapid drying fluid inks.
 - (v) "Gravure printing" shall mean and refer to a process of printing, for flexible packaging, from a recessed surface, the opposite of letterpress printing, in that the design areas are recessed into the plate instead of being in relief.
- (i) "Printing Machining"
 - (i) (1) "Printing machinist" shall mean and refer to a person employed as a "printing machinist".
 - (2) A "printing machinist" may be employed on machines in either
 - (A) letterpress and/or lithographic printing; or
 - (B) flexible packaging (flexographic and/or gravure) printing and/or gravure printing.
 - (3) A "printing machinist" may be transferred from operating letterpress and/or lithographic printing machines to operating flexible packaging printing (flexographic and/or gravure) machines and/or gravure printing machines and vice versa.
 - (ii) "Gravure printing" shall mean and refer to printing from a recessed surface; the opposite of letterpress printing, in that the design areas are recessed into the plate instead of being in relief and shall include photogravure, rotogravure, colour-gravure and gravure printing however designated.

- (iii) "Letterpress printing" shall mean and refer to printing by direct or offset printing processes from electrotypes, stereotypes-engraved blocks, type, or any other form of printing from a relief surface and shall include printing by multigraph, writer press, roneotype, or similar machines printing from type, stereos, electros, zincos, photo-engraving or the like, but shall not apply to printing which is done wholly by ribbon process using a stencil of waxed paper or prepared tissue paper.
- (iv) "Lithographic printing" shall mean and refer to planeographic printing by direct or offset printing processes from surfaces or stone, rubber, metal, or other material on paper, tin or other material, and shall include printing by Multilith, Rotaprint, or any similar type of printing machine but shall not apply to printing which is done wholly by ribbon process using a stencil of waxed paper or prepared tissue paper.
- (j) "Hourly rate of time worker's hourly rate" shall mean the weekly wage prescribed by this award for the work performed divided by the number of hours, which constitute the employee's ordinary working week. In the event of an employee being employed on shift work the penalty payable for work at such hours shall be part of the weekly wage of that employee.
- (k) "Packer and/or dispatchers" shall mean employees engaged in the despatch of goods and whose duties include (but not being the labouring aspects only of such functions); receiving goods, assembling, packing or collecting goods to satisfy orders, requisition of schedules, checking goods before despatch for quantity, type or size, handing over goods to the person authorized to receive such goods. In addition they may be required to keep appropriate records. A "packer and/or dispatcher" shall not include an employee who merely takes off goods and/or materials from a machine, table or conveyor and/or wraps those goods and/or places them in containers and/or cartons and/or other receptacles but does not despatch them. Any dispute as to whether an employee should be classified, as a packer and/or dispatcher shall be referred to the Industrial Committee for determination.
- (l) "Screen printing" shall mean the process of printing or reproducing through a metallic mesh screen or a screen made of silk or other material; the preparation of copy including screen art and/or designing and/or the making therefor of all classes of stencils.
- (m) "Small Offset Lithographic Printing Machine" shall mean and refer to small offset lithographic printing machines known by the trade names "A B Dick", "Gestelith", "Hamada", "MGD 22", "Multilith", "Romayor" and "Rotaprint" (and any other similar kind of machine) having a sheet size the longest side of which is less than 620 millimetres (24.5 inches) with the shortest side not exceeding 450 millimetres (18 inches) and with the printing mechanism driven by a motor which is specified by the manufacture as not exceeding 1.1 kilowatt power (1.5 horsepower):

Provided that nothing herein shall be construed to include the printing machines known by the trade name "Davidson Dualith" or letterpress printing machines of any description.
- (n) "Stamping" shall mean and include the making of an impression or impressions upon any surface by the use of a blocking die or blocking dies and using ink, foil (whether of metal or otherwise), or any other colouring medium on the surface upon which the impression is being or has been made.
- (o) "Union" shall mean and refer to Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.
- (p) "Work room" shall mean and include every room or place where work in respect of which a wage is prescribed by this award is usually performed by employees.
- (q) Graphic Reproduction -
 - (i) "Cylinder Preparer" shall mean and refer to a person employed as a "Cylinder Preparer" in any or all of the following group of operations: depositing, grinding, coating, carbon printing, etching and proofing.

- (ii) "Dot etching and Retouching" shall mean and refer to the following group of operations or any of them: aerographing, tracing, stripping, opaquing, staging, dot reducing, retouching, colour correcting negatives and/or positives, and all things incidental thereto.
- (iii) "Image Preparer" shall mean and refer to a person employed as an "Image Preparer" in any or all of the following group of operations: graphic camera operating, transparency duplication, scanner copy preparation, electronic scanning, masking, step and repeat, dot etching, retouching, planning and proofing.
- (iv) "Lithography and lithographic", without limiting the meaning of such words, shall mean and refer to the lithographic processes known as photo-lithography, photo-lithographic, lithographic, offset, photo offset, offset, lithography, offset printing, metalithography, metalography, planeography, chromolithography, and dry lithography.
- (v) "Plate Preparer" shall mean and refer to a person employed as a "Plate Preparer" in any or all of the following group of operations: photo imposing, platemaking, planning, stripping, opaquing, step and repeat, plate etching, finishing, proofing, photopolymer plate production, laser platemaking techniques and duplicate plate production.
- (r) "Non-impact printing machine" shall mean and refer to -
 - (i) Non-impact printing machines used in or in connection with the commercial printing industry but not including non-impact printing machines used solely for photocopying or facsimile transmission and -
 - (ii) Non-impact printing machines which employ non-impact printing technology in applying images to paper and/or other surfaces and includes (either singularly or in combination) but is not limited to - lasography, inkjet and inkbubble, ion deposition, thermal transfer, xerography, magnetography, cathode ray tube projection, light emitting diode, liquid crystal display and -
 - (iii) Non-impact printing machines called electronic printing machines or laser printing machines, which use one or more of the above processes. Major manufacturers of this type of equipment include, but are not limited to Canon, Hewlett Packard, Siemens, Rank-Zerox and IBM.

2. Anti-Discrimination

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

- (iv) a party to this award from pursuing matters of unlawful discrimination in any state or
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

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

3. Contract of Employment

- (a) All employees shall be engaged on a full-time, part-time or casual basis.
- (b) A full-time or part-time worker entitled to payment of a weekly wage shall perform such work as the employer shall from time to time require on the days and during the hours usually worked by such employee.
 - (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training; provided that such duties are not designed to promote deskilling.
 - (ii) 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.
 - (iii) Any direction issued by an employer pursuant to paragraphs (i) and (ii) of this subclause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4. Termination of Employment

(a) Notice of Termination by Employer

- (i) In order to terminate the employment of a weekly time worker or weekly piece worker the employer shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

- (ii) In addition to the notice in paragraph (i) hereof, employees over 45 years of age at the time of giving 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 prescribed in paragraphs (i) and/or (ii) hereof 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.
- (iv) In calculating any payment in lieu of notice the wages employees would have received in respect of the ordinary time they would have worked during the period of notice, had their employment not been terminated, shall be used.

- (v) Where weekly piece workers receive notice in accordance with paragraphs (i) and/or (ii) hereof, they shall during the period that such notice runs be given the same amount of piece work as it has been customary for them to perform during the period of their engagement.
- (vi) The period of notice in this clause shall not apply in the case of dismissal for 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 specific task or tasks.
- (vii) For the purpose of this clause, "period of continuous service" means the period during which the employee has served the employer under an unbroken contract of employment.

(b) Notice to Commence

Notice may be given on any day of the week provided always that the notice given in this subclause shall not be given so as to take effect concurrently with any annual leave to which the employee may be entitled and such notice or payment in lieu of notice shall be additional to any bonus payable to the employee under clause 19, Annual Leave, of this award.

For the purposes of this subclause, notice given at or before the commencement of any day work or shift work shall commence to run from the beginning of such day or shift and notice given after the commencement of day work or shift work shall not begin to run until the commencement of the next succeeding day or shift.

(c) Notice of Termination by Employees

The notice of termination required to be given by a weekly time worker or a weekly piece worker shall be the same as that required of any employer save and except that there shall be no additional notice based on the age of the employee concerned.

If an employee fails to give notice, the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

In calculating any payment in lieu of notice the wages employees would have received in respect of the ordinary time they would have worked during the period of notice, had their employment not been terminated, shall be used.

Where weekly piece workers give notice in accordance with paragraph (ii) hereof, they shall, during the period that such notice runs, be given the same amount of piece work as it has been customary for them to perform during the period of their engagement.

(d) 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 their employment and the classification of or the type of work performed by the employee.

(e) Summary Dismissal

Notwithstanding the provisions of paragraph (i) of subclause (a) and subclause (c) hereof, the employer shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty and in such cases the wages shall be paid up to the time of dismissal only.

(f) Disputes Settlement Procedures

- (i) As soon as is practicable after the dispute or claim has arisen, the employees concerned will take the matter up with their immediate supervisor, affording them the opportunity to remedy the cause of the dispute or claim.
- (ii) Where any such attempt at settlement has failed, or where the dispute or claim is of such a nature that a direct discussion between the employees and their immediate supervisor would be inappropriate, the employees shall notify a duly authorised representative of the union who, if they consider that there is some substance in the dispute or claim, shall forthwith take the matter up with the employer their representative.
- (iii) If the matter is not settled it shall be submitted to the Industrial Relations Commission of New South Wales, which shall endeavour to resolve the issue between the parties by Industrial.
- (vi) Without prejudice to either party, work should continue in accordance with the award while the matters in dispute are being dealt with in accordance with this paragraph.

(g) Abandonment of Employment

- (i) The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned their employment.
- (ii) Provided that if, within a period of fourteen days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of their employer that they were absent for reasonable cause, they shall be deemed to have abandoned their employment.
- (iii) Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the latest.

(h) Interruption of Work

- (i) An employer may deduct payment for any time an employee of that employer cannot usefully be employed because of any strike by the union, or any other union, or through any breakdown of machinery or any stoppage of work for any cause for which the employer cannot be held responsible.
- (ii) In the event of work being temporarily stopped by a breakdown of machinery, or by any cause for which the employer cannot be held responsible, and the employee having lost at least two day's pay, the employee, whether a weekly time worker or weekly piece worker, may inform the employer of their intention to terminate their employment, whereupon the employment shall be terminated without the employee being required to give the appropriate notice pursuant to subclause (c) hereof and they shall be paid such moneys as are due to them under this award.

5. Trade Union Training Leave

- (a) Subject to subclause (b) hereof, a union delegate (or officer of the chapel elected in accordance with the rules of the union) with not less than 6 months service with the employer shall, upon application in writing, be granted up to five days leave with pay each calendar year non-cumulative to attend courses conducted or approved by the Trade Union Training Authority which are designed to promote good industrial relations and industrial efficiency within the industry.

The application to the employer must include the nature, content and duration of the course to be attached.

- (b) In each establishment employing more than 10 weekly employees under this award, the employer may be requested to approve leave in accordance with this clause subject to the following limitations:
 - (i) Where the employer employs 11 and not more than 20 weekly employees under this award, 1 delegate or officer of the chapel may be granted 5 days leave in any 12-month period.
 - (ii) Where the employer employs more than 20 and not more than 30 weekly employees under this award, 2 delegates or officers of the chapel may each be granted 5 days leave in any 12-month period.
 - (iii) Where the employer employs more than 30 and not more than 50 weekly employees under this award, 3 delegates or officers of the chapel may each be granted 5 days leave in any 12-month period.
 - (iv) Where the employer employs more than 50 and not more than 90 weekly employees under this award, 4 delegates or officers of the chapel may each be granted 5 days leave in any 12-month period.
- (c) The granting of leave pursuant to this clause shall be subject to the employer or the union giving not less than four weeks notice of the intention to attend such course or such lesser period of notice as may be agreed by the employer.
- (d)
 - (i) The granting of leave pursuant to this clause shall be subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave.
 - (ii) An employer shall not use this subclause to avoid an obligation under this clause.
- (e) Leave of absence granted pursuant to this clause shall count as service for all purposes of this award.
- (f) Each employee on leave approved in accordance with this clause shall be paid all ordinary time earnings. For the purpose of this subclause "ordinary time earnings" for an employee means the classification rate, over-award payment and shift loading which otherwise would have been payable.
- (g) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the union.
- (h) An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave, unless the employee would otherwise have been entitled to payment under clause 20, Sick Leave, of this award.
- (i) An employee granted leave pursuant to this clause shall, upon request, inform the employer of the nature of the course attended and their observations on it.
- (j) In the event a scheduled rostered day off falls within a period of leave approved pursuant to this clause, no alternative day off shall be substituted in lieu.
- (k) Either party may refer any disagreement in the application of this clause to the Industrial Relations Commission of New South Wales for assistance in the resolution of the matter.
- (l) Leave is reserved to the union to apply for variation of subclause (b) of this clause.

6. Redundancy

(a) Application

- (i) This clause shall apply in respect of full-time and part-time employees.

- (ii) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (iii) 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.
- (iv) 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.

(b) Introduction of Change

- (i) 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.

- (ii) 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 (i) 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 (i) 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.

(c) Redundancy

- (i) 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 subparagraph (1) of paragraph (i) of subclause (b) 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 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.

(d) Termination of Employment

- (i) Notice for Changes in Production, Program, 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 subclause (b)(i)(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.

- (ii) 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 subclause (b)(i)(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.

- (iii) 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.
- (iv) 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.
- (v) 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.
- (vi) 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.
- (vii) 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.
- (viii) Transfer to lower paid duties - Where an employee is transferred to lower paid duties for reasons set out in paragraph (i) of subclause (b) 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 an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

(e) Severance Pay

- (i) Where employment of an employee is to be terminated pursuant to subclause (d) 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:

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	Over 45 Years of Age Entitlement
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- | | |
|-------------------------------|------------|
| 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, overaward payments, shift penalties and allowances provided for in the relevant award.

- (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) above.
- (iii) 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 (i) above if the employer obtains acceptable alternative employment for an employee.
- (f) 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.

7. Rationing of Work Prohibited

Nothing in this award shall be read as authorizing the rationing of work of weekly full-time employees or amongst weekly full-time employees so as to reduce the number of hours per week customarily worked by any such employee

8. Casual Employees

- (a) A casual employee is one who is engaged and paid as such.
- (b) An employer when engaging people for casual employment shall inform them then and there that they are to be employed as a casual. A casual employee after two weeks of continuous employment as a casual employee shall become a full or part-time employee.
- (c) Casual employees have been continuously employed when they have worked the same days and hours on a regular and systematic basis.
- (d) If a casual employee commences duty or is required to attend for duty on any day or night and actually attends for duty for the period required by the employer, such employee, shall in respect of such day or night, be paid the appropriate rate for four hours at the least.
- (e) A casual employee whether working on day work or shift work shall be paid at the hourly rate prescribed for such work, with the addition of 20 per cent, and in the case of an employee employed on shift work the further addition of the allowance prescribed by subclause (c) of clause 12, Shift Work, of this award.
- (f) A casual employee when working on a holiday or overtime or at any time for which weekly employees are paid above their ordinary rate of pay, shall be paid the appropriate award rate payable to an employee of the same class working at such time with the addition of 20 per cent.

9. Part-time Workers

- (a) They shall be part-time workers employed pursuant to subclause (a) of clause 3, Contract of Employment, of this award;

- (b) Part-time employees shall be worked on any of the days or all of the days of the week, Monday to Friday. If a part-time employee works in excess of their agreed hours they shall be paid as overtime;
- (c) If part-time workers, they shall be paid for each hour worked at the hourly rate prescribed by this award for a full-time employee for the class of work performed by them. No employee is to be paid less than the minimum weekly wage prescribed by this award as is proportionate to the time worked by them as specified in subclauses hereof;
- (d) The provisions of this award as regards annual leave, sick leave and public holidays shall apply on a pro rata basis to part-time workers.
- (e) Notwithstanding anything contained in this award, an employer and a person, who for personal reasons is unable to attend for work as a full-time worker and who desires and applies for permanent employment on a part-time basis, may agree that the ordinary working hours of such person shall be of such lesser number of hours than the ordinary hours prescribed by clauses 11, Hours of Work and 12, Shift Work, of this award. Having regard to the alternatives prescribed in those changes as they shall mutually determine. Such agreement shall be in writing signed by both parties and shall not become operative until deposited with and approved by the union, or branch thereof having members employed in the establishment upon the type of work upon which the part-time worker is to be engaged and failing such approval being given by such union, be ratified by the Industrial Relations Commission.

10. Payment of Wages and Pay Day

- (a) Employee shall be paid their wages on any weekday in each week and such wages, including payment for any absences authorised by this award, shall be paid not later than two clear days after the end of the pay week in respect of which they have become due; provided that overtime worked within one day of the end of a pay period may be paid to the employee in the next pay week.
- (b)
 - (i) Wages shall be paid by cash, cheque or electronic transfer (as determined by the employer) during working hours provided that wages paid by electronic funds transfer shall be credited to the employee's account without cost to the employee at the time of transfer.
 - (ii) Wages shall be paid during working hours. Time and one-half shall be paid for all non-working time during which an employee is kept waiting for his/her wages except when the delay is for a reason beyond the employer's control.
- (c) An employer may change pay day or pay week provided that no employee shall suffer any financial disadvantage as a result of the change.
- (d)
 - (i) When in accordance with a notice of termination of employment as provided by this award an employee's employment is terminated during the course of a week they shall, at the termination of their employment, be paid all money due and owing to them.
 - (ii) In the event of an employer failing to so forward all moneys due within the time prescribed in this subclause the employer shall, for each working day thereafter pay to the employee a full day's pay: Provided that where the employee's right to pay or the amount thereof is disputed this subclause shall not apply to the amount in dispute only. The provisions of this clause will apply when the dispute has been resolved by the Industrial Relations Commission of New South Wales.

11. Hours of Work

(a) Day Work

- (i) Day work is work (other than overtime work) performed between the hours of 7 am and 5:30 pm, except for employees previously covered by the Compositors, &c. (Country) Award where day work is work performed between the hours of 7am and 6pm.
- (ii) The ordinary weekly hours of duty for day workers shall be worked in not more than five days, Monday to Friday, inclusive, of each week.

- (iii) The ordinary day work hours of employees shall not exceed eight hours a day on Monday to Friday, inclusive, and shall not exceed 40 hours in any week, to be worked between 7:00 am and 5:30 pm, provided that the time of starting work of any person employed to clean the premises, and of the Linotype mechanic or other male person who attends to arrange the heating of Linotype or like metal pots or other heating apparatus for the machines or buildings, may be 6:30 am.

(b) Fixation and Change of Hours

- (i) The daily working hours, including the meal period of each employee employed on day work shall be as determined by the employer provided that -
 - (1) An employer shall not alter the usual daily working hours of any employee unless and until that employee has had one week's notice of the alteration which is to be made; and
 - (2) any alteration of the duration and/or of the usual commencing time of the meal period of employees shall be made only as provided in clause 17, Meal Period, of this award.
- (ii) Working hours once having been fixed shall not be changed until at least one week after such fixation has been in actual operation, provided always that should any alteration of the working hours be affected other than in accordance with paragraph (i) of this subclause the employees shall be paid double time for all time worked outside their ordinary hours fixed in accordance with paragraph (i) of this subclause.

(c) Posting of Working Hours

The daily working hours of each work room, including the meal period and the name and working hours of each employee employed in that work room whose hours differ there from, shall be posted and conspicuously displayed in such workroom.

(d) Emergency Provisions

- (i) In a case of emergency beyond the control of an employer, the employer may require employees to change their usual working period (including the meal break of such period) on giving them forty-eight hours' notice to that effect, without the payment of the penalty prescribed by subclause (b) of this clause. The ordinary working hours of such an employee shall not be so changed more than once in a working week.
- (ii) In the event of employees being required to change their usual working period in a case of emergency beyond the employer's control, without receiving forty-eight hours' notice of the change, they shall be paid double time or double rates for all time worked by them until the expiration of forty-eight hours after the employee has commenced the new working hours.

12. Shift Work

(a) Definitions

For the purposes of this clause -

"Afternoon Shift" means any shift finishing after 6:00 pm and at or before midnight;

"Night Shift" means -

- (i) any shift finishing subsequent to midnight and at or before 6 am for non-continuous shift workers; and
- (ii) any shift finishing subsequent to midnight and at or before 8 am for continuous shift workers;

"Continuous Shift Work" means work carried on with consecutive shifts of employees throughout the 24 hours of each of not more than five consecutive days, Monday to Friday, inclusive, without interruption

except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

"Morning Shift" means any shift commencing at or after 5:00 am and prior to 7:00 am but nothing in this definition shall cause an employee working in accordance with the provisions of paragraph (iii) of subclause (a) of clause 11, Hours of Work, of this award, to be deemed to be working on morning shift.

(b) Hours - Shift Work

Hours - Shift Work - The ordinary weekly hours of duty for a shift worker shall not exceed eight hours a day on Monday to Friday, inclusive, and shall not exceed 40 hours in any week; provided that work by a night shift worker commencing on a Friday may continue into the Saturday for the remaining ordinary hours of work which commenced on the Friday.

(c) Shift Allowances

(i) An employee when on morning shift or when on afternoon shift or when on a night shift which rotates with or alternates with day work and/or afternoon shift, shall, in addition to the day work wage by this award prescribed for the work that he/she performs, be paid 20 per cent of that day work wage.

(ii) 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 them at least one-third of their working time off night shift in each shift cycle;

shall during such engagement period or cycle be paid for all time worked during ordinary working hours on such night shift 30 per cent in addition to the day work wage by this award prescribed for the work they perform.

(d) Allowance part of weekly wage.

The relevant shift allowance prescribed by subclause (c) of this clause for shift workers shall be part of their weekly wage for the purpose of calculating appropriate overtime rate payable in accordance with subclause (f) of this clause and clause 13, Overtime, of this award.

(e) Meal Break - Continuous Shift Work

Employees employed on continuous shift work (i.e. day workers, afternoon shift workers and night shift workers) shall, on the shift on which they are employed, be permitted and shall take a meal break of 30 consecutive minutes and such meal break shall be counted as time worked and paid as such.

(f) Change of Working Periods

(i) Employees who during the course of a week's work are transferred from day work to night shift or from night shift to day work shall, without loss of pay, be allowed at least ten hours' break between the time of finishing their day work and the time of commencing their night shift or from the time of finishing their night shift and the time of commencing their day work, as the case may be. If such ten hours' break is not allowed the employees shall be paid double time or double rates for all hours worked by them until they have had such ten hours' break. Employees shall not be transferred from day work to night shift or vice versa more than once in a working week.

- (ii) This subclause shall, with the necessary changes, apply to any employee changed from day work to shift work or from shift work to day work or from one shift to another shift.

(g) Shift Workers not to Work Alone

An employer shall not require or permit an employee to work before 7:00 am or after 5:30 pm (or in the case of employees formerly covered by the Compositors, &c. (Country) Award, before 7.00 am or after 6.00 pm) in connection with power-driven machinery (except floor cleaning or floor polishing appliances) or corrosive acids or poisonous substances unless he/she works within normal sight or hearing of at least one other person.

(h) Fixation and Change of Hours

- (i) The daily working hours, including the meal period of each employee employed on day work or shift work shall be as determined by the employer provided that:
 - (1) an employer shall not alter the usual daily working hours of an employee unless and until that employee has had one week's notice of the alteration which is to be made; and
 - (2) any alteration of the duration and/or the usual commencing time of the meal period of employees shall be made only as provided in clause 17, Meal Period, of this award.
- (ii) Working hours once having been fixed pursuant to this subclause, such hours shall not be changed until at least one week after such fixation has been in actual operation, provided always that should any alteration of the working hours be effected other than in accordance with paragraph (i) of this subclause, the employees shall be paid double time for all time worked outside of their ordinary hours fixed in accordance with paragraph (i) of this subclause.

(i) Posting of Working Hours

The daily working hours of each work room including the meal period and the name and working hours of each employee employed in that work room whose hours differ therefrom, shall be posted and conspicuously displayed in such work room.

(j) Emergency Provisions

Subject to the provisions of sub-clause (b) of this clause -

- (i) in a case of emergency beyond its control, an employer may require employees to change their usual working period (including the meal break of such period) on giving them forty-eight hours' notice to that effect without the payment of the penalty prescribed by subclause (h) of this clause. The ordinary working hours of such employees shall not be so changed more than once in a working week.
- (ii) in the event of employees being required to change their usual working period in a case of emergency beyond the employer's control, without receiving forty-eight hours' notice of the change, they shall be paid double time or double rate for all time worked by them until the expiration of forty-eight hours after the employee has commenced the new working hours.

(k) Enabling Provision for Extended Shift Operation

- (i) Notwithstanding the provisions of clauses 11, Hours of Work and 12, Shift Work, of this award and subject to its terms and conditions being ratified by the Industrial Relations Commission of New South Wales, a system of ordinary working hours which provides that ordinary hours of work may be worked on any day or all of the days of the week may be introduced by mutual agreement between an employer and the majority of the employees in the plant or section or sections concerned and the union. In the absence of agreement either party may refer the matter

to the Industrial Relations Commission of New South Wales for assistance and resolution of the matter.

- (ii) Where pursuant to the operation of subclause (a), the terms and conditions of a system of ordinary working hours which provide that ordinary hours of work may be worked on any of the days or all of the days of the week has been ratified, its terms and conditions shall apply to the extent of any inconsistent provisions contained elsewhere in this award.
- (iii) For the purposes of this clause days of the week mean Monday to Sunday inclusive.

13. Overtime

- (a) All overtime earnings of an employee shall be paid in full and no deduction shall be made from such overtime earnings by reason of any time not worked by such employee.

(b) Minimum Periods of Pay Therefore

- (i) When employees are required to work overtime exceeding thirty minutes but less than one hour they shall be paid as though they had worked one hour's overtime.
- (ii) Employees, if called upon to work overtime in excess of one hour after the finishing time of their ordinary working hours, shall be paid for a minimum of two hours' work at overtime rates.

- (c) Time Workers - All duty performed in excess of or outside the hours mentioned in clause 11, Hours of Work, or clause 12, Shift Work, of this award, as the case may be, or in excess of an employee's ordinary working hours shall be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(d) Work on a Saturday or a Sunday

- (i) Except as otherwise provided in this subclause, double time or double rate shall be paid for all work done on a Saturday or on a Sunday.
- (ii) Employees who have been notified that they will be required to work on a Saturday (not being work which is continuous with work which commenced on a Friday) or on a Sunday and they so report for work and are ready, willing and able to perform such work shall be provided on a Saturday with at least two hours' work or at least two hours' pay at double time or double rates, or on a Sunday with at least four hours' work or at least four hours' pay at double time or double rates.
- (iii) Except as otherwise provided in subclause (b) of Clause 12, Shift Work, the provisions of this subclause shall apply to shift workers provided that shift workers required to work on a Saturday immediately after the finishing time of their ordinary working hours which commenced on a Friday shall be paid in accordance with subclause (c) or subclause (d), as the case may be, of this clause.

(e) Work on a Holiday

An employee required to work on a holiday shall be paid pursuant to subclause (g) of clause 18, Holidays and Leave, of this award.

(f) Meal Period During Overtime

- (i) An employee shall not work overtime for longer than five hours without a meal period of half an hour.
- (ii) Notwithstanding subclause (b) of clause 17, Meal Period, where employees working overtime can complete their work within three hours after their ordinary finishing time they may continue

to work for that period without a break for a meal provided that they do not work for more than six and a half hours from their previous meal break.

- (iii) Where overtime is worked before the ordinary hour of commencing work and such overtime is of one and a half hours or more the employee shall, within five hours of the commencement of such overtime, be required to take a meal period of half an hour without deduction of pay. Nothing in this paragraph shall in any way affect the taking by the employees of their ordinary meal period prescribed by the said clause 17, of this award.

(g) Meal Money

- (i) An employee who is required to work overtime for more than one and a half hours without being notified on the previous day or earlier that the employee will be so required to work or has been so notified of such overtime and then is not required to work such overtime shall be paid an amount set in Item 2 of Table 2, Part B as meal money for the first meal period and the same amount again, for each subsequent meal period taken in accordance with paragraph (ii) of subclause (f) of this clause.
- (ii) A junior who is required to work overtime for more than one and one-half hours shall be paid an amount set in Item 3 of Table 2, of Part B as meal money for the first meal period and the same again as meal money for each subsequent meal period occurring during such overtime.
- (iii) The employer shall endeavour to pay the meal money herein prescribed prior to the commencement of the meal period in respect of which such money is payable.
- (iv) Where work on a Saturday, Sunday or public holiday exceeds five hours, meal money shall not be payable in respect of the first meal period taken. In the event of such work continuing to an extent that requires subsequent meal period or meal periods to be observed as prescribed in clause 17, Meal Period, of this award, an amount set in Item 4 of Table 2 of Part B shall be paid as meal money for each such meal period occurring.

(h) Break Between Working Periods

- (i) 36-Hour Break - Employees who are required to work more than 6 consecutive days if a day work employee or 6 consecutive shifts if a shift work employee without a clear interval from work of 36 hours after the 6th day or shift shall be paid double time or double rate for all work performed by them after the 6th day or shift until they shall have had such clear interval of 36-hours. If employees are stood off for any period during the ordinary working week in order to allow a 36-hour break there shall be no reduction in their weekly wage.
- (ii) Ten-Hour Break - Employees who have worked overtime shall be informed that they are entitled to and be granted a break of at least ten hours between the time of finishing work and the time when they next commence work, and no deductions shall be made from their pay because of any time lost by reason of such break. Where the employees are required to work before they have completed the break of ten hours they shall be paid double time or double rate for all time worked by them until they shall have had a break of at least ten hours.

(i) Employer May Require Overtime

- (i) Subject to subclause (a) of this clause, an employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.
- (ii) No party to this award shall in any way whether directly or indirectly be a party to or concerned in any ban or limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.
- (iii) This subclause shall remain in operation until otherwise determined by the authority competent so to do under the *Industrial Relations Act* 1996.

(j) Employees May be Excused from Overtime

An employer shall not insist upon employees working overtime where the employees declare they are not free to work and discloses a good reason to the employer to support their declaration. Employees shall not be dismissed or in any way whatsoever prejudiced in their employment by reason of their refusal to work overtime where they have satisfactorily disclosed that they are not free to work. Any dispute arising under this subclause shall be heard and decided by the Industrial Committee.

14. Stand By For Work

- (a) A stand by for work is that period of time when employees are required by their employer to hold themselves in readiness to perform work outside of their ordinary working hours but are not required to be at their place of employment during that period of stand by: Provided that employees and their employer make arrangements as to where they (the employees) may be contacted by the employer and meet the employer's request to report for work if necessary or be released from standing by for work, the employee's movements during such period of stand by shall be unrestricted.
- (b) For all time employees are required to stand by for work as described in subclause (a) of this clause they shall be paid if a -
 - (i) weekly employee - at the rate of the time worker's hourly day work rate as prescribed by this award;
 - (ii) casual employee - at the rate prescribed in subclause (d) of clause 8, Casual Employees, of this award, for day work.
- (c) Employees required to stand by for work at their place of employment shall be paid as though they were working, ie, if such stand by is during -
 - (i) the ordinary hours of work - payment shall be made at and be part of their ordinary wage;
 - (ii) overtime hours - the time shall be reckoned, as part of their period of overtime and payment shall be made at the appropriate rate of pay as prescribed in clause 13, Overtime, of this award.

15. Call Back

- (a) When employees are called back to perform work at a time when they would not ordinarily be at work and the employees have not been notified prior to their last finishing work that they would be so called back such call shall be a "call" for purposes of this award.
- (b) Except as otherwise provided in subclause (d) of this clause, an employee called back shall be paid one hour's ordinary pay for such "call" and, in addition, shall be paid as provided in subclause (c) of this clause.
- (c) All time worked on a "call" shall be paid for at double ordinary hourly rates of pay with a minimum of three hours' work or payment at such rate in lieu thereof.
- (d) In the event of employees receiving a "call" and then, prior to commencing work in accordance therewith, being informed by the employer that their services on such "call" are not required the employees shall, if they have -
 - (i) left their place of residence - be paid as if they had in fact started work;
 - (ii) not left their place of residence - be paid one hour's ordinary pay.

- (e) The provisions of this clause shall not apply where the employees are notified during the course of a weekend that they are required to report for overtime work prior to their normal commencing time on the first working day after that weekend and such overtime work -
 - (i) does not exceed 30 minutes; and
 - (ii) is continuous with the commencement of their ordinary working time.

16. Employee Missing Usual Conveyance

- (a) Whenever the finishing time of any employees working overtime or working on any temporary shift work is such as to cause them to miss the usual means of conveyance home and there is no reasonable alternative transport available they shall be conveyed home in a suitable manner, without delay, at the expense of the employer.
- (b) In the event of transport as required by this clause not being provided by the employer the appropriate overtime rates shall be paid for all time necessarily occupied by the employees in reaching their home.

17. Meal Period

Subject to subclause (c) of clause 11, Hours of Work, and subclause (h) of clause 12, Shift Work, as the case may be, the following provisions shall apply to Meal Periods:

- (a) The minimum time allowance for meals shall be three-quarters of an hour and the maximum allowance, one hour.
- (b) No employee shall be compelled to stop work except for meals and subject to paragraph (iii) of subclause (g) of clause 13, Overtime, no period of work shall exceed five hours without a break for meals.
 - (i) Where, pursuant to clause 11, Hours of Work, an employer has adopted a system of ordinary working hours which does not require employees to work for more than six hours on a day or shift and they are not required to work in excess of their ordinary hours on that day or shift, then, by agreement between the employer and the majority of those employees, a meal break need not be taken on that day or shift.
 - (ii) By agreement between an employer and an employee or 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.
- (c) Subject to subclause (e) of this clause, where employees are required to work during their usual meal period they shall be paid one-half extra on the hourly rate of their weekly wage for the time so worked, and they shall be allowed their usual meal period as soon as it can be arranged, but not later than five hours after commencing work each day.
- (d) The meal period of any employee on day work shall be between the hours of 11:00 am and 2:00 pm
- (e) The usual time of day of an employee's meal period may be altered:
 - (i) By the employer after the employee has had one week's notice of the alteration which is to be made; or
 - (ii) By an employer acceding to a request by employees that they desire a change in order to attend to some business arrangement, domestic or other personal necessity, in which case notice of alteration shall not be required; or
 - (iii) By agreement between an employer and employees in which case notice of alteration shall not be required provided that such agreement shall not be made for the sole purpose of avoiding the penalty prescribed by subclause (c) of this clause.

- (iv) By an employer where a change is necessary in order to meet a requirement for continuous running of a machine in which case notice of alteration shall not be required. Provided that such change shall not be effected in circumstances where the employee has an existing commitment that prevents the meal period being altered.
- (f) The duration and time of day of the usual meal period of an employee determined in pursuance of this clause shall be shown in the employer's time and wages records.

18. Holidays and Leave

- (a) Except as otherwise provided in subclause (e) of clause 8, Casual Employees, of this award, the provisions of this clause shall apply only to weekly employees.
- (b)
 - (i) Employees shall be entitled to be absent from their employment without deduction of pay on any holiday. In this award "holiday" means the day observed in the State as any of the following days or any day substituted therefore: New Year's Day; Anniversary (or Australia) Day (26 January); Eight Hour (or Labour) Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; The Birthday of the Sovereign; Christmas Day; and Boxing Day; provided that:
 - (1) Where a holiday may fall on a non-working day and the State may with regard to its own employees prescribe in the following week a certain working day as an additional holiday, such working day shall be a holiday within the meaning of this clause.
 - (2) There shall be an additional public holiday each year on a date agreed to between the relevant parties respondent to this award; provided that in individual establishments some other day may be observed as a holiday in lieu of that additional holiday, and provided further that such other day to be observed is negotiated by the union and each employer to meet the reasonable requirements of all employees in that particular establishment and the management of that establishment.
 - (3) Where in the State or locality within the State another day is provided by legislation or is proclaimed or gazetted by authority of the Commonwealth Government or the State Government in substitution for a holiday mentioned in this subclause, and such holiday is to be observed generally as a holiday by persons throughout that State or a locality thereof, other than by those covered by federal awards, then such day shall be deemed to be a holiday for the purposes of this award, and employees covered by this award who are employees in the State or locality in respect of which the holiday has been provided, proclaimed or gazetted shall be entitled to such holiday. Provided that in the event of a substitute day being provided by legislation or proclaimed or gazetted as aforesaid, the day on which the holiday would have in fact fallen shall not be deemed to be a holiday for any purpose of this award.
 - (ii) Where in the State or locality within the State an additional public holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of the State Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State or locality thereof, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such a day shall be deemed to be a holiday for the purposes of this award, for employees covered by this award who are employed in the State or locality in respect of which the holiday has been proclaimed or ordered as required.
- (c) By agreement between an employer and the majority of its employees in a particular plant or section thereof other days may be substituted for any of the days or substituted days provided for in subclause (b) of this clause and such days shall be a holiday within the meaning of the clause: Provided that such agreement shall be subject to the approval of the union and such approval shall not be unreasonably withheld.
- (d) Holidays and Termination of Employment -

- (i) An employer shall not terminate the employment of a weekly employee for the purpose of evading payment for the holidays prescribed by this award.
- (ii) Where employees are dismissed within one week before any holiday (or within one week before the first day of several holidays) their re-engagement by the same employer within one week after such holiday (or, as the case may be, within one week after the last day of such several holidays) shall be prima facie evidence that their employment was terminated in breach of paragraph (i) of this subclause.
- (iii) Where the employer terminates the employment within one week of a day on which a holiday occurs the employee shall be paid for such holiday or holidays prescribed by this award; provided that such employee had been employed by the employer for a period of at least one week prior to the termination of the employment.

(e) Absence from Employment

- (i) Where employees are 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 employees shall not be entitled to payment for such holiday.
- (ii) When employees are absent from their employment for a period exceeding fifteen (15) consecutive working days with the consent of the employer or through an injury in respect of which they are paid workers' compensation under the *Workers' Compensation Act 1987*, he/she shall not be entitled to payment for any public holidays occurring during any period of absence which exceeds fifteen (15) consecutive working days.

This provision shall not apply where the absence is due to personal ill health, or personal injury in respect of which they are not paid workers' compensation under the *Workers' Compensation Act 1987*.

(f) Payment for Holidays

The wage payable under this clause to weekly employees when the employees are absent from work on a public holiday, which occurs on an ordinary working day, shall be, with regard to full time employees, one-fifth of their ordinary weekly wage for each such holiday.

(g) Work on a Holiday

- (i) Weekly time workers who have been notified that they will be required to work on a public holiday and report for work and are ready, willing and able to perform the work for which they have been notified shall be provided with at least four hours' work or at least four hours' pay at the rate prescribed by this subclause (g).
- (ii) Where weekly time workers work on a public holiday prescribed by this clause which occurs on an ordinary working day, they shall receive their ordinary pay for that holiday and in addition shall be paid for the work which they perform at the rate of time and one-half of their ordinary weekly wage.
- (iii) Should weekly time workers, who have worked on a holiday within the hours of their ordinary working day, work on such holiday before the ordinary hour of commencing work or after the ordinary hour of finishing work they shall be paid at the rate of two and one-half times the ordinary time work rate or at the rate of two and one-half times the ordinary piece work rate, as the case may be, for the hours worked before the ordinary hour of commencing work or after the ordinary hour of finishing work.

(h) Easter Saturday

- (iv) On Easter Saturday weekly time workers who have been notified that they will be required to work on that day and they so report for work and are ready, willing and able to perform such work shall be paid at the rate of double time and one-half or double rate and one-half for all work done by them. In the event of insufficient work being provided to keep weekly time workers

continually employed for a minimum of four hours they shall be paid for any non-working time in that four-hour period at the rate of double time and one-half of the time worker's ordinary hourly rate.

- (v) This subclause (g) shall, with the necessary changes, apply to an employee on day work or shift work, as the case may be.

(i) When Holidays to be Taken

The holidays specified in this clause shall, so far as

- (i) a day work employee is concerned, be taken on the day on which the holiday is observed.
- (ii) a morning shift employee or an afternoon shift employee is concerned, be taken on the day on which the holiday is observed;
- (iii) a night shift employee is concerned, be taken on the night of the day on which the holiday is observed, except where the employer and the majority of employees working night shift in the establishment shall agree that the holiday shall be taken on the eve of the day on which the holiday is observed: Provided always that the holiday for a night shift worker shall be one night off work with pay comprising the consecutive hours for the work for that night.

19. Annual Leave

Period of Leave - The entitlement of an employee to annual leave shall be as prescribed in subclause (a) of this clause. The entitlement of an employee to all other annual leave shall be as prescribed in subclause (c) of this clause.

- (a) The stipulations of this subclause (a) shall apply where the employment is not terminated -
 - (i) Except as otherwise provided in this award, employees shall at the end of each year of their employment by their employer become entitled to four weeks' leave of absence on full pay.
 - (ii) Each employee before going on leave shall be paid four weeks' wages. The pay shall be at the rate prescribed by Table 1, Rate of Wage, of this award for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his leave, unless the employee was being paid a higher wage, then it shall be that higher wage. A wage shall not be so computed as to include overtime.
 - (iii) During a period of annual leave an employee, other than a shift worker, shall, in addition, receive a loading of 17.5 per cent calculated on the wage prescribed by paragraph (ii) of this subclause in addition to payment for Annual Leave.
 - (iv) Where an employee is a shift worker and would have received a shift allowance as prescribed by clause 12, Shift Work, of this award had not been on annual leave during the relevant period, then that shift allowance shall be added to the rate of wage prescribed by paragraph (ii) of this subclause in lieu of the 17.5 per cent loading prescribed by paragraph (iii) of this clause.
 - (v) The employer may give at any time in advance the period of continuous leave on full pay, prospectively due.
 - (vi) Where the leave has been taken before the right to the annual leave has accrued, the right to further annual leave shall not commence to accrue until after the expiration of the year of employment in respect of which the leave has been so taken.
 - (vii) The leave of absence shall be given by the employer and shall be taken by the employee before the expiration of a period of six months from the date upon which the right to leave accrues.
 - (viii) The employer shall have the right to fix when such leave will be given.

- (ix) Except as provided in subclause (b) of this clause payments shall not be made by an employer to an employee in lieu of the leave to which the employee is entitled under this clause, nor shall any such payment be accepted by the employee. Payment shall not excuse an employer whose employees have not taken the leave to which they are entitled under this clause from their obligations under this clause notwithstanding any agreement whereby the employee purports to waive the leave to which they are entitled.
- (x) The employer shall give employees at least four weeks' notice of the commencing date on which they shall be required to take their leave.
- (xi) Where any holiday for which the employee is entitled to payment under this award occurs during any period of leave taken by an employee under this subclause, the period of the leave shall be increased by one day in respect of that holiday provided that the payment for such holiday shall not be included in the calculation of the annual leave loading prescribed by paragraph (iii) or, paragraph (iv), as the case may be, of this subclause.
- (xii) Where, as provided in paragraph (xi) of this subclause, the period of an employee's annual leave is extended by a holiday or holidays occurring therein and the employees are absent from their employment without reasonable excuse or without the consent of the employer -
 - (1) on the working day immediately preceding the first day of that period of annual leave, the employee shall not be entitled to payment for such holiday, or the first of such holidays, as the case may be;
 - (2) on the working day immediately following the last day of that period of annual leave the employee shall not be entitled to payment for such holiday, or the last day of such holidays, as the case may be.

(b) Payment for Leave on Termination of Employment

The stipulations of this subclause shall apply where the employment is terminated -

- (i) Where the employment has been terminated after it has continued for 1 year or longer and annual leave has not been taken because of the operation of paragraph (vii) and (viii) of subclause (a) of this clause, the employer shall forthwith pay to the employee four weeks' pay in the case of leave falling within subclause (a) of this clause together with an amount equal to one-twelfth of his pay for the period of employment in excess of that year; provided that any payment in respect of overtime work or work on a Saturday or Sunday or on a holiday shall be excluded from the calculation; and provided further that the annual leave loading prescribed by paragraphs (iii) or (iv) of subclause (a) of this clause shall not apply to the one-twelfth calculation of termination of employment. The employment period shall be computed from the date of its commencement.
- (ii) Where the employment has continued for not more than 20 working days and is terminated the employer shall not be liable to make any payment to the employee. Subject to such condition where the employment is less than one year and is terminated (and the employee has not been allowed leave in advance as provided in paragraph (v) of subclause (a) of this clause), the employer shall forthwith pay to the employees, in addition to all other amounts due to them, an amount equal to one-twelfth of their pay for the period of employment; provided that any payments made in respect of overtime work or any work on a Saturday or Sunday or on a holiday shall be excluded from the calculation; and provided further that the annual leave loading prescribed by paragraphs (iii) or (iv) of subclause (a) of this clause shall not apply to the one-twelfth calculation on termination of employment. The employment period shall be computed from the date of its commencement.
- (iii) Where the leave under subclause (a) of this subclause has been taken in advance by an employee pursuant to paragraph (v) of that subclause; and
 - (1) the employment of the employees are terminated before they have completed the year of employment in respect of which such leave was taken; and

- (2) the sum paid by the employer to the employee as pay for leave so taken in advance, exceeds the sum, which the employer is required to pay to the employee under paragraph (ii) of this subclause;

the employer shall not be liable to make any payment to the employee under paragraph (ii) of this subclause and shall be entitled to deduct the amount of such excess from any remuneration payable to the worker upon the termination of the employment.

(c) Pro Rata Leave

In the event of the employer closing the plant or a section or sections thereof for the purposes of allowing annual leave to all or the majority of the employees in the plant or any section or sections thereof, the employer shall pay to those employees the wages due to them in accordance with the provisions of subclause (a) of this clause, provided that -

- (i) Should employees to whom this subclause applies have less than twelve months' employment with their employer, the employer may, notwithstanding anything to the contrary contained in this clause and in lieu of the wages specified in subclause (a) of this clause, pay employees pro rata wages calculated on the basis of one-twelfth of their pay specified in subclause (a) of this clause, for their period of employment which includes the period of the close down.
- (ii) Employees to whom paragraph (i) of this subclause applies and who has been paid pro rata wages in accordance with that paragraph, shall for the purposes of subclause (a) of this clause be deemed to have commenced their ensuing period of employment for the purposes of their next subsequent period of annual leave at the date they commenced their annual leave for which they were paid pro rata wages.
- (iii) In the event of employees to whom paragraphs (i) and (ii) of this subclause apply, having their employment terminated after having been paid pro rata for the annual leave which they have been granted, they shall, for the whole period of their employment, be paid in accordance with subclause (b) of this clause, less any money paid to them in accordance with paragraph (i) of this clause.

(d) General Provisions

The stipulations of this subclause shall apply generally under this clause -

- (i) An employer shall not require or permit employees to work on any day during the period of their leave unless the consent of the union has first been obtained. Where consent has been given, the employees shall be paid for eight hours at double time or double rate.
- (ii) Where an employer is a successor or assignee or transmittee of a business, and employees were in the employment of the employer's predecessor at the time when the employer became such successor or assignee or transmittee, the employees in respect of the period during which they were in the service of the predecessor shall for the purposes of this clause be deemed to have been in the service of the employer.
- (iii) For the purposes of this clause the employment under this award shall be deemed to have continued and to continue unbroken and constant, notwithstanding any interruption or determination of the employment by the employer if such interruption or determination has been or be made merely with the intention of avoiding obligation imposed by the provisions of this clause.
- (iv) The leave herein provided is in addition to the holidays provided for by clause 18, Holidays and Leave, of this award.
- (v) "Year" shall include the period of leave.

20. Sick Leave

The following provisions shall apply only to weekly employees:

- (a) Sick Leave Entitlement - Except as provided in subclause (c) of this clause, and subject to the conditions prescribed herein, a weekly employee shall be entitled to payment for non-attendance at work on the ground of personal ill-health or injury as follows:
- (i) 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.
 - (ii) The employee shall, as soon as reasonably practicable and before the employee's 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 before the ordinary hours of the first day or shift of such absence, the employee shall inform the employer within 24 hours of such absence.
 - (iii) Where an employer rejects a claim for sick pay the appropriate Board of Reference shall have the power, upon application by a union or by the employee concerned, to hear such claim and to make such order thereon as it thinks appropriate and the employee, if required to attend the Board of Reference on the hearing of the claim, shall, if the claim succeeds, but not otherwise, be entitled to be paid by the employer for the time of attendance, if a time worker, at the time worker's usual rate or, if a piece worker, at the corresponding time worker's wage.
 - (iv) First Year of Employment - For the first year of employment with an employer, an employee shall be entitled to not more than 40 hours of working time; provided that, during the first six months of the first year of employment with an employer, the entitlement of a weekly employee to sick leave shall accrue on a pro rata basis of 6.66 hours of working time for each month of employment completed with that employer. On application by the employee during the seventh 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 six months and in respect of which payment was not made.
 - (v) Second and Subsequent Years of Employment - For the second and each subsequent year of employment with an employer, an employee shall be entitled to not more than 64 hours of working time.
 - (vi) Sickness on Day Off - Where an employee is sick or is suffering from an injury on the day the employee is to take off by virtue of the arrangement of the employee's ordinary working hours pursuant to clause 11, Hours of Work, the employee shall not be entitled to sick pay for that day.

(b) 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 in this subclause. Nothing in this subclause shall limit the employer's rights under paragraph (iii) of subclause (a) of this clause.

(c) Cumulative Sick Leave

Sick leave shall accumulate from year to year, so that any balance of the period specified in paragraphs (iv) and (v) of subclause (a) of this clause, which has in any year of employment with an employer not

been allowed to an employee by that employer as paid sick leave, may be claimed by the employee and, subject to the conditions prescribed in this clause, shall be allowed by that employer in a subsequent year of employment without diminution of the sick leave prescribed in respect of that year of employment.

Provided that sick leave, which accumulates pursuant hereto, shall be available to the employee for a period of ten years, but no longer, from the end of the year of employment in which it accrues.

(d) Definitions

- (i) Corresponding time worker's wage - Wherever in this clause the words "corresponding time worker's wage" occur, they shall mean the wage payable to a time worker employed in the same calling as the piece worker who is concerned.
- (ii) Injury - Wherever in this clause the word "injury" occurs, that word shall mean any injury sustained by the employee other than an injury in respect of which the worker is paid workers' compensation under the appropriate State Act.
- (iii) "Year of employment", for the purposes of this clause, means the period between the date of commencement in employment in any year and the anniversary of the commencement of employment in the next year.

21. 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 set out in subparagraph (2) of paragraph (iii) of this clause, who needs the employee's care and support, shall be entitled to use, in accordance with this clause, any current or accrued sick leave entitlement, provided for in clause 20 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.
- (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 clause 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:
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de factor 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 factor 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.
- (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

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 (iii) of subclause (a) of this clause who is ill.

(c) Annual Leave

- (i) 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.
- (ii) Access to annual leave, as prescribed in paragraph (i) of this subclause, 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 or times 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 paragraph (i) 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.
- (iv) Where no election is made in accordance with the said paragraph (i), 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 "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.

22. Bereavement Leave

- (a) 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 (c) of this clause.
- (b) 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 and a statement as to the relationship between the employee and the deceased.
- (c) 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 (iii) of subclause (a) of clause 21, 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.
- (d) 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.
- (e) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4) and (5) 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. Parental Leave

See *Industrial Relations Act* 1996.

24. Long Service Leave

See the *New South Wales Long Service Leave Act* 1955.

25. Jury Service

Employees 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 they would have received in respect of the ordinary time they would have worked had they not been on jury service.

Employees shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further the employees shall give their employer proof of their attendance the duration of such attendance and the amount received in respect of such jury service.

26. Accident Pay

(a) Definitions

For the purpose of this clause and subject to the terms of this clause, the words hereunder shall bear the respective definitions set out herein:

(i) "Accident Pay"

- (1) Total Incapacity - In the case of an employee who is or is deemed to be totally incapacitated within the meaning of the *Workers' Compensation Act* and arising from an injury covered by this clause "accident pay" means a weekly payment of an amount representing the difference between the total amount of compensation paid under the relevant sections of the Act as the case may be for the week in question and the total 40-hour weekly award rate and weekly over-award payment for a day worker which would have been payable under this award, for the employee's normal classification of work for the week in question if the employee had been performing the employee's normal duties: Provided that such latter rate shall exclude additional remuneration by way of attendance

bonus payments, shift premiums, overtime payments, special rates or other similar payments.

- (2) Partial Incapacity - In the case of an employee who is or is deemed to be partially incapacitated within the meaning of the Act and arising from an injury covered by this clause, "accident pay" means a weekly payment of an amount representing the difference between the total amount of compensation paid under the relevant sections of the Act in New South Wales, for the period in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business and the total 40-hour weekly award rate and weekly over-award payment for a day worker which would have been payable under this award, for the employee's normal classification of work for the week in question if the employee had been performing their normal duties: Provided that such latter rate shall exclude additional remuneration by way of attendance bonus payments, shift premiums, overtime payments, special rates or other similar payments.

Provided that where, in respect of any claim for compensation brought by an employee in the Workers' Compensation Commission pursuant to the relevant sections of the *Workers' Compensation Act* awards to the employee an amount of weekly compensation or agreement is reached that the employee should receive a weekly amount of compensation less than the difference referred to in the relevant sections of the Act, such an award or agreement shall not operate to increase any liability of the employer to pay any higher amount of accident pay by reason of the employee receiving less than the said difference referred to in the relevant section of the *Workers' Compensation Act* and for the purpose of this calculation the employee in such event shall be deemed to have recovered the full amount of the difference referred to in the relevant section of the Act.

- (3) Production Incentive Earnings Scheme - For the purposes of the calculation of the total 40-hour weekly award rate and weekly over-award payment in 26(a)(i)(1) and (2) of this clause, payments made to an employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however entitled) shall not be taken into account:

Provided that where an employee is not in receipt of any form of weekly over-award payment, production incentive bonus payments shall be taken into account and the form and amount of such payments shall be determined between the employer and the employees concerned and/or the union.

- (4) Payment for Part of a Week - Where accident pay is payable for part of a week, the amount shall bear the same ratio to accident pay for a full week that ordinary working time during such part bears to the worker's full ordinary week.
- (ii) "Injury" shall be given the same meaning and application as applying under the *Workers' Compensation Act* and no injury shall result in the application of accident pay unless an entitlement exists under the Act.
- (iii) "Union" means the Automotive, Food, Manufacturing, Engineering and Printing Kindred Industries Union - Printing Division.
- (iv) "Workers' Compensation Act" or "Act" means the *Workers' Compensation Act* 1987.

(b) Qualifications for Payment

Always subject to the terms of this clause, an employee covered by this award shall, upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act, be paid accident pay by the employer who is liable to pay compensation

under the Act, which liability by the employer for accident pay may be discharged by another person on their behalf.

Provided that:

- (i) Accident pay shall only be payable to an employee whilst such employee remains in the employment of the employer by whom the employee was employed at the time of the incapacity and then only for such period as the employee receives a weekly payment under the Act: Provided that if an employee on partial incapacity cannot obtain employment from their employer but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable and the employee shall be on leave of absence from their employer.

Provided further that an employer shall not terminate the employment of an employee who is incapacitated and receiving accident pay except in those cases where:

- (1) the termination is due to serious and/or wilful misconduct on the part of the employee; or
 - (2) the termination arises from a declaration of liquidation of the company in which case the employee's entitlement shall be considered a debt due and owing by their employer to the employee; or
 - (3) the period specified in clause 26(b)(3) has expired.
- (ii) As to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as provided in the relevant section of the Act) such injuries or diseases shall not be subject to accident pay unless the employee has been employed by the employer at the time of the incapacity for a minimum period of one month.
 - (iii) An employee on engagement may be required to declare all workers' compensation claims made in the previous 5 years and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit the employee's entitlement to accident pay under this clause.

(c) Maximum Period of Payment

Accident pay under this clause shall be payable for a maximum period or aggregate of periods in no case exceeding a total of 39 weeks in respect of incapacity arising from any one injury as defined in clause 26(a)(ii).

(d) Absences on other Paid Leave

An employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence. (NOTE: An employee receiving workers' compensation is not entitled to be paid ordinary pay for a public holiday not worked but is entitled to workers' compensation for that day.)

(e) Notice of Injury

An employee upon receiving injury for which they claim to be entitled to receive accident pay shall give notice in writing of the injury to their employer as soon as reasonably practicable after the occurrence of the injury: Provided that such notice may be given by a representative of the employee.

(f) Medical Examination

In order to receive entitlements to accident pay an employee shall conform to the requirements of the Act as to medical examination.

Where in accordance with the Act a medical referee gives a certificate as to the condition of the employee and their fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee, or the employee fails to commence or continue the work, accident pay shall cease from the date of such refusal or failure.

(g) Redemption of Weekly Payments

Where there is redemption of weekly compensation payments under the Act, the employer's liability to pay accident pay shall cease as from the date of such redemption.

(h) Civil Damages Claim

(i) An employee receiving or who has received accident pay shall advise the employer of any action they may institute or any claim they may make for damages. Further, the employee shall, if requested, provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any verdict or settlement on that injury.

(ii) Where an employee obtains a verdict for damages in respect of an injury for which the employee has received accident pay the employer's liability to pay accident pay shall cease from the date of such verdict:

Provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to their employer any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.

(iii) Where an employee obtains a verdict for damages against a person other than the employer in respect of an injury for which the employee has received accident pay the employer's liability to pay accident pay shall cease from the date of such verdict: provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to their employer any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.

(i) Insurance against Liability

Nothing in this clause shall require an employer to insure against their liability for accident pay.

(j) Variations in Compensation Rates

Any change in compensation rates under the Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

(k) Death of Employee

All rights to accident pay shall cease on the death of an employee.

(l) In the event of any dispute arising as to the entitlement of an employee to accident pay in accordance with the provisions of this clause, the matter shall, if any party to this clause so requires, be referred to the Industrial Relations Commission of New South Wales.

(m) Casual Employees

The obligation of an employer to apply the provisions of this clause to an employee engaged as a casual employee in accordance with clause 26(g) shall be discharged by the payment to the employee of 2 cents per hour in addition to all other payments to which the employee is entitled under the award. Such additional 2 cents per hour shall be payable as a flat rate for all hours worked.

27. Proof Reading

A copy-holder or a junior, unless an apprentice to composition, shall not do the work of reading, revising, checking or correcting proofs unless such copy-holder or junior is:

- (a) paid the wage prescribed by this award for an adult proof reader; or
- (b) reading to and revising, checking or correcting proofs together with an adult proof reader or other person who is paid as such and who is responsible for the work.

28. Gluing Machines

Only an adult employee or an apprentice shall operate a gluing machine when such machine is being used in any operation covered by this award under the tradesman's classification in binding and finishing.

29. Restrictions on Taking Work Off an Employer's Premises

- (a) No work covered by this award shall be taken off an employer's premises to be executed by any employee of that employer.
- (b) No such work shall be taken off an employer's premises to be executed by any other person except the employer; provided that this subclause shall not affect the right of an employer to have work done in a trade supply house.
- (c) An employer shall not be entitled to have work done in a trade supply house unless the person conducting that house is bound by this award or by a Federal or State award or industrial agreement which prescribes wages and conditions relative to that work:

Provided that work may be done by a trade supply house having no employee when that trade supply house has been approved by the union (or failing such approval approved by the Industrial Committee) and is registered as a business or factory under State legislation providing for the registration of businesses and/or factories.

30. Letting and Hiring of Premises or Plant

Any individual person who shall lease, rent or hire -

- (a) any plant, machinery or equipment; or
- (b) the whole or any part of premises;
from any person bound by this award, for the purpose of using such premises or of performing with such plant, machinery or equipment on such premises exclusively for such person bound by this award, any industrial operation specifically named or described in Table 1 of Part B, Monetary Rates of this award, shall be deemed to be and shall be, for all purposes of this award, an employee of the hirer, lessor or landlord of such plant, machinery, equipment or premises.

31. Letterpress and Lithographic Printing Conditions

- (a) No employee, other than a printing machinist, or an apprentice shall make, match or adapt colours or make ready, or do other than minor adjustments in the setting of an automatic feeder on a letterpress or lithographic printing machine.
- (b) No printing machinist, operating a lithographic printing machine, shall be required to wash up or clean his/her machine where it is practicable for the work to be done by some other person.
- (c) No printing machinist or apprentice, operating a lithographic printing machine shall be required to prepare plates or mix colours for a future run or make dampers while his/her machine is running.

- (d) A printing machinist or apprentice operating a lithographic printing machine larger than a double crown machine shall have an apprentice or an assistant of not less than eighteen years of age to assist him/her.
- (e) No unskilled worker shall mix solutions for washing-out, sensitising, desensitising or etching when such solutions are made on the employer's premises.
- (f) Plate graining or stone polishing shall be done only by apprentices or adults.
- (g) Nothing contained in subclauses (a), (b), (c) and (d) of this clause, shall apply to small offset lithographic printing machines.

32. Piece Work

(a) Definitions

In this clause the words "the corresponding time worker" mean -

- (i) As to an adult - an adult weekly time worker employed in the same calling as the weekly piece worker who is concerned.
 - (ii) As to a junior - a junior weekly time worker of the same age employed in the same calling as the weekly piece worker who is concerned.
- (aa) For the purpose of this clause and Schedule "A" Machine Composition of this award
- (i) "machine compositor" shall mean an employee who performs the work of machine composition;
 - (ii) "rate of wage for a time work machine compositor" shall mean the appropriate rate of wage prescribed.

(b) Occupations in which Piece Work is Permitted

Without prejudice to the rights of a weekly piece worker under this clause piece work shall not be performed by any employee other than in respect of work done in connection with the manufacture of stationery, paper products, cardboard boxmaking, carton making, paper bag making and machine composition.

(c) Minimum Piece Work Rates

- (i) Subject to any increase or decrease in the appropriate rate of wage the minimum piece work rates payable to an employee engaged in machine composition by an employer shall be the rates specified in Schedule "A", Machine Composition, of this award.
- (ii) The said Schedule "A" is hereby incorporated in this award.

(d) Additional Amounts

- (i) At the end of each working week the aggregate earnings of a piece worker employed upon work covered by Schedule "A" shall be ascertained for such week according to the provisions of this award, and where such piece worker has worked on each and every day ordinarily worked in such week, such aggregate earnings shall be increased by the amount provided in paragraph (ii) of this subclause, representing the appropriate increase allowed by this award plus 12.5 per cent of such increase. Where such piece worker has not worked on each and every day ordinarily worked in such week, then the aggregate earnings of such piece worker shall be increased by a part of such amounts proportionate to the number of days worked calculated to the nearest cent.
- (ii) To ascertain the amount of any increase or decrease in the earnings of a piecework machine compositor in accordance with the provisions of paragraph (i) of this subclause:

- (1) the rate of wage prescribed shall be taken to have been \$19.85 per week, being the rate of wage for a time work machine compositor prescribed for the Count of Cumberland and also in the Parish of Maitland, the City of Newcastle and "A" Riding, "B" Riding and "D" Riding of Lake Macquarie Shire within the County of Northumberland which commenced to operate as for the beginning of the first pay period which commenced in August 1949; and
 - (2) the rate of wage prescribed in subparagraph (1) of this paragraph shall be deducted from the rate of wage specified for Classification A1 of Part I - Printing, etc., section of Table 1 of Part B, Monetary Rates of this Award; and
 - (3) to the sum resulting from the calculation required by subparagraph (2) of this paragraph an amount of 12.5 per cent of the sum shall be added to it and that total sum shall be the amount of the increase provided by paragraph (i) of this subclause for a piece worker who has worked on each and every day ordinarily worked in the week in respect of which the calculation is made.
- (e) The piece work rates payable to adults and juniors shall be uniform and not differential and in this award so calculated so as to enable an average adult worker to earn (when employed at such piece work rates) at each class of work at least -
 - (i) if employed during the hours fixed for time workers a sum equal to such time worker's wage with the addition of 12.5 per cent.
 - (ii) if employed during any hour or hours or any part of any hour so that he/she shall earn such proportion of the weekly time worker's wage as accords with the time the piece worker is actually employed upon each class of work with, in addition, the further sum of 12.5 per cent of such proportion.
- (f) When an employee is employed upon piece work to perform any of the functions or duties for which a time wage is fixed by this award and for which a piece work rate is not fixed then the minimum piece work rates for such work shall be so calculated by the employer that an average adult worker may earn at the least at such piece work rate, if employed during the hours fixed for work for time workers, a sum equal to such time worker's wage with the addition of 12.5 per cent and such piece work rates shall be notified to the employee before the work is commenced by him/her. All such piece work rates so fixed shall be posted and kept posted in a conspicuous and easily accessible place in the workroom. Any such rate which provides a wage not less than that stipulated herein for an average adult worker, and which has been in operation for one month, shall remain unchanged unless a change is agreed to by the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch or the Industrial Committee.

Minimum Weekly Wage

- (g) For any week in which the employee has worked the full hours of duty the weekly piece worker shall be paid at the least the corresponding time worker's wage.
- (h) For any week in which, though the employees have complied with the provisions of subclause (i) of this clause, they shall not be required to work the full hours of duty they shall be paid at the least for that week the corresponding time worker's wage.

(i) Hours of Work

Weekly piece workers shall, on each working day or shift of the week, present themselves for employment at the usual time for beginning work at the place of business of the employer unless informed by the employer before leaving work on the previous day or shift, as the case may be, that their attendance on any day or any shift, as the case may be, is not required. If they have not been informed as provided in this subclause and they actually present themselves on any such day or any such shift, as the case may be, they shall receive not less than four hours' continuous employment or be paid for such

four hours (or any part of such four hours as would be non-working time) at the appropriate rate of a time worker.

(j) Work on a Saturday

A weekly piece worker on day work working on a Saturday shall work and be paid in accordance with the provisions of subclause (e) of clause 13, Overtime, of this award, and such work shall finish not later than noon.

(k) Payment for Holidays

If in any week there occurs a holiday, as provided in clause 18, Holidays, of this award, upon which the weekly piece workers are not required to work they shall be paid, in addition to their aggregate piece work earnings for that week, a sum equivalent to that paid to the corresponding time workers for such holiday.

(l) Lateness or Lost Time

Notwithstanding anything to the contrary contained in this award lateness shall not, except as in this condition provided, affect the right of piece workers to the benefits of this clause and of subclause (b) of clause 3, Contract of Employment, of this award. Piece workers earnings shall not be subject to deduction for lateness or lost time unless such lateness or lost time would cause an employer to make a payment which the employer otherwise would not be required to make. Subject to this condition where piece workers are late or lose time on any day they shall be subject only to such a deduction from any moneys due to them as it proportionate to time actually lost by them.

(m) Advantageous Treatment Prohibited

No undue advantage shall be given to one piece worker over another. This provision applies to the quantity and to the classes or quality of work to be supplied to the employee.

(n) Waiting Time

When piece workers are kept waiting for work or any materials all waiting time shall be totalled up when the day's work is finished and paid for at not less than the corresponding time worker's rate. A piece worker shall be deemed to be waiting for work unless directed not to remain on the employer's premises for work.

(o) Cleaning of Bench, Glue Board, &c

Piece workers, required to clean bench, glue board, or table, or floor, or any machine, shall be paid for the time he or she is occupied on such work at the rate provided herein for the time worked for the class of work on which the employee is usually employed.

(p) Work to be counted out and arranged

In the stationery, paper products, cardboard box, carton and paper bag branches of the industry piece workers shall have their work counted out for them and so arranged in a convenient place that no time will be lost. Glue, paste and all other essentials shall be provided by the employer in proper condition to permit the work being facilitated and such materials shall be of good average quality.

(q) Employer to Supply Book

- (i) The piece worker shall be provided with a book in which the piece worker is to enter the work performed by such piece worker in such a manner as to clearly set out each and every operation performed by such piece worker.
- (ii) To the entries made as set out in the foregoing paragraph the employer shall affix the correct price of the work in ink and shall return the book to the employee at the end of each day's work or within four hours of commencing work on the following day.

- (iii) The piece worker shall be entitled to take away such book at the end of each day's work but shall bring such book back to the factory when arriving at the factory to commence work each day. Such book shall be and remain the property of the piece worker.
- (iv) All waiting time shall be entered in such book by the piece worker.
- (v) Nothing in this subclause shall operate to prevent an employer from having their own book or other form of record for their own purposes kept in any manner they may desire and in such book or other form of record they may require the piece workers to make such entries as they deem to be necessary.

(r) Piece Workers of more than Five Years' Experience

Weekly piece workers of more than five years' experience in the branch of the industry in which they are employed shall not, for any other reason than inefficiency, be changed to time work:

- (i) unless paid the corresponding time worker's hourly rate with 12.5 per cent in addition; or
- (ii) unless given one week's notice by the employer of their intention to require work as a time worker.

(s) Not to Apply to Machine Composition

Subclauses (o), (p), (q) and (r) of this clause shall not apply to machine compositors.

(t) Overriding Provisions

The provisions of subclauses (a), (g), (h) and (k) of this clause shall have full force and effect notwithstanding anything to the contrary contained in the award or in Schedule "A", as may be attached to this award.

(u) Other Systems of Payment by Results

No system of payment by results other than that authorized by this award shall be permitted unless agreed to by a union or unions or sanctioned by the Industrial Committee.

33. Mixed Functions

Where, during any day, an employee is employed on work, requiring the performance of functions involving different rates of wages prescribed by this award the minimum rate of wage to be paid to the employee for that day shall be calculated as if the employee performed such only of the said function as involves the highest rate of wage.

34. Limitation of Employment of Juniors

(a) Manning of Departments

No department shall be staffed exclusively by juniors.

(b) Proportion of Juniors

Not more than 3 juniors shall be employed to each adult employed as a weekly employee in each department. For the purpose of this provision an apprentice shall be deemed to be a junior.

Screen Printing

- (c) Subject to subclause (d) of this clause, where the dimensions of a piece of printed matter -

- (i) exceed three hundred millimetres by six hundred millimetres, an adult employee shall be employed on the same printing frame as any non-apprenticed junior on the printing (including racking) of such printed matter.
 - (ii) do not exceed three hundred millimetres by six hundred millimetres a non-apprenticed junior may be employed alone in the printing (including racking) of such printed matter.
- (d) A non-apprenticed junior shall not be employed in or in connection with the work of transfers other than racking.

(e) Safety Provisions

- (i) No junior under the age of 18 years unless an apprentice shall be employed on a Monotype casting machine or on an Elrod or similar casting machine.
- (ii) An employer shall not permit or require an employee under the age of 18 years to be employed on a power-driven guillotine (unless an apprentice) or a platen or cylinder machine used for carton cutting.

(f) Training of Non-apprenticed Juniors

Non-apprenticed juniors shall not be employed on any work for which apprenticeship is provided by the former Printing Industry, Compositors, Cardboard Box Makers (Cumberland and Newcastle) Apprenticeship Award. In those sections of the industry in which no provision is made for apprenticeship non-apprenticed juniors may be employed. Such juniors shall be given reasonable opportunities to become proficient in different classes of work and shall be taught higher-grade work as they progress in the knowledge of their work.

(g) Artist and/or Designer (including Commercial Artist)

- (i) The maximum proportion of junior artists and/or designers (including junior commercial artists) shall be one junior artist and/or designer (including junior commercial artist) to every three or fraction of three adult artists and/or designers (including adult commercial artists) employed upon the established staff of adult artists and/or designers (including commercial artists) employed as such by the employer as weekly employees at full rates of pay as prescribed in Part B Monetary Rates, of this award.
- (ii) In this subclause "the established staff" shall mean the number of adult artists and/or designers (including adult commercial artists) continuously employed as such by the employer for a period of not less than six calendar months.
- (iii) Junior artists and/or designers (including junior commercial artists) shall be fully and thoroughly taught and instructed in the work of an artist and/or designer (including commercial art work) as defined in paragraph (1) of subclause (c) of clause 1 Definitions, of this award.
- (iv) Each junior artist and/or designer (including a junior commercial artist) shall, from the commencement of their employment, attend and not be prevented by their employer from attending, during the junior's ordinary working hours, for eight hours every week for a period of four years, a recognized art school agreed upon by Australian Business Industrial, the Printing Industry Association and the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, parties to this award or, failing such agreement, as determined by the Industrial Committee. Where the training facilities for artists and/or designers (including commercial artists) at the art school attended by such junior artists and/or designers (including commercial artists) make it impracticable for their attendance to be for eight hours every week or for a period of four years then for the number of hours and for the period of any prescribed course (with a minimum of four hours a day a week) as is agreed to by the said organisations. The training at a recognized art school of a junior artist and/or designer (including a junior commercial artist) shall cease at the end of the calendar year in which the junior's 20th anniversary of birth is attained.

- (v) On the production by the junior artist of a certificate from the art school showing that he/she has given satisfactory attention to the work of the school for the quarter or other term then for that term there shall be no deduction from the junior artist's pay for the time of absence.
- (vi) The fees of the art school shall be paid by the employer unless paid by the State Government.
- (vii) The duties of a junior artist and/or designer (including a junior commercial artist) shall be so arranged by the employer that as the junior progresses in knowledge and skill, his/her duties shall be varied and he/she shall, from time to time, be placed on higher and more skilled work.
- (viii) In the event of the employer during the full term of training of a junior artist and/or designer (including a junior commercial artist):
 - (1) ceasing (by death or otherwise) to carry on its business of art and/or designing in which the junior artist and/or designer (including a junior commercial artist) is being trained; or
 - (2) ceasing for a continuous period of three months to have the proportion of adult artists and/or designers (including commercial artists) to junior artists and/or designers (including a junior commercial artist) (as specified in this clause);

the employer or his/her executors, administrators or assigns or one of them shall, within one month thereafter, find and provide some other employer carrying on the same class of business within a radius of five kilometres, if any there be, or if there be none such if the junior artist and/or designer (including a junior commercial artist) shall so desire and if the employer can be found then to some other employer beyond that radius. In the event of an employer not being agreeable to take the junior artist and/or designer (including a junior commercial artist) or an employer not being discovered who will take the junior artists and/or designer (including a junior commercial artist) it shall not be competent for the junior artist and/or designer (including a junior commercial artist) to continue in the employ of his/her employer or the employer's executors, administrators or assigns or one of them. The junior artist and/or designer (including a junior commercial artist) thereupon shall be paid all moneys due to him/her under this award. Such moneys referred to herein shall be paid by the employer or from the estate of the employer in the event of the employer being deceased.

(h) Proportion of Junior Small-Offset Lithographic Machinists

- (i) The maximum proportion of juniors employed on small-offset lithographic printing machines shall be one junior to every three or fraction of three adult small-offset lithographic printing machinists employed and paid as such on the established staff of the employer.
- (ii) For the purposes of this subclause "the established staff" shall mean the number of adult small-offset lithographic printing machinists continuously employed as such by the employer for a period of not less than six months immediately prior to the engagement of the junior. In any establishment when apprentices to the trade of "Printing Machining" are employed, those apprentices and persons who have served an apprenticeship to that trade shall be excluded from the calculation of the proportion of juniors employed on small-offset lithographic printing machines to adult small-offset lithographic machinists.

35. Health Notices and Provisions

Notices containing advice for the preservation of the health and protection of workers, if provided by a union, shall be kept prominently posted and displayed in all workrooms by the employer.

(a) Type Metal and Savings

Type metal or type metal shavings shall not be permitted to accumulate on the floor or in the vicinity of slug-casting or type-casting machines or on the floor of the stereotyping and/or electrotyping departments.

(b) Composing Room Equipment

All type cases and other receptacles for the holding of type installed after the date of this award shall be kept in dustproof cabinets and such type cabinets and all other frames, bulks, furniture or equipment of a composing room shall be fixed to the floor in such a manner that no dust can accumulate under the same or shall rest on supports so that there remains a sufficiently high intermediate space for sweeping and washing the floor without difficulty.

(c) Metal Pots and Plungers

- (i) All metal pots, other than those electrically heated, shall be provided with proper and suitable hoods, which shall be so fitted, that all fumes and heavy gases are sucked off and conducted into the open air.
- (ii) The melting down of linotype or stereotype or like metal or the cleaning of linotype plungers shall be done in such a manner as to cause the fumes or dust to be carried away from the workroom into the open air.

(d) Sweepings

Dry sweeping shall not be permitted or carried out in any workroom covered by this award unless such dry sweeping is carried out by the use of a mechanical device which effectively prevents the escape of any dust particles into the air.

(e) Ventilation

All workrooms shall be efficiently ventilated.

(f) Floor Coverings

In each workroom where the floors are composed of materials known as granolithic or concrete or combinations of cement, stone or asphalt, employers shall provide some suitable covering material, properly constructed to eliminate cold and damp, upon which the worker may stand whilst at work.

(g) Saws to be enclosed

All saws shall, as far as possible, be so enclosed as to minimize noise and prevent the spraying of particulars of metal and wood.

36. Protective Clothing and Changing Rooms

- (a) During each year of service an employee, specified in this clause, shall be supplied by the employer with the protective clothing stipulated hereunder. Should the employee decline to wear such protective clothing the obligation on the employer to supply the prescribed protective clothing shall cease.

Classification	Overalls or Aprons	Boots or Shoes
Stereotyper	1 pairs overalls or impervious apron (at the discretion of the employee) per annum	1 pair industrial boots
Electrotyper	2 pairs overalls or impervious apron (at the discretion of the employee) per annum	1 pair industrial boots
Surface coater	2 pairs overalls per annum	
Colour mixer for surface coating	2 pairs overalls per annum	
Screen printing employee on a screen printing frame or machine or required to mix or match	Males - 2 pairs overalls or impervious apron (at the discretion of the employee) per annum	

colours or work with adhesives	Females - 2 smocks or impervious apron (at the discretion of the employee) as necessary from time to time	
Employee engaged in corrugated an/or solid fibreboard container manufacture operating an adhesive mixing unit	Overalls or impervious apron (at the discretion of the employee) as necessary from time to time	Boots or shoes (at the discretion of the employee) as necessary from time to time
Pasting Machine Employee other than employee engaged in solid fibreboard container manufacture	Overalls as necessary from time to time	Boots or shoes (at the discretion of the employee) as necessary from time to time
Employee on the wet end of a corrugating and/or solid fibreboard pasting machine	Overalls as necessary from time to time	Boots or shoes (at the discretion of the employee) as necessary from time to time

(b) When Protective Clothing to be Supplied:

- (i) Each employee referred to in this clause employed at the commencing date of this award shall forthwith be supplied with the protective clothing specified in this clause.
- (ii) Employees referred to in this clause who commence employment with an employer subsequent to the commencing date of this award shall, within two weeks of commencing employment with their employer, be provided with the protective clothing specified in this clause.
- (iii) Where an employer provides other protective clothing not specified in this clause and an employee declines to wear such protective clothing the employer shall have the right to discontinue the supply to that employee:

Provided that nothing in this subclause shall in any way infer any obligation by an employer to supply protective clothing other than as prescribed by this clause.

(c) Rubber Boots for Electrotypers

In addition to the foregoing an electrotyper attending a copper bath shall be provided by their employer with rubber boots and the employer shall renew such boots whenever necessary to do so.

(d) Gloves for Protection Against Acids

Employee whose work entails the use of solutions or acids which may injure their hands or any part of their body shall be provided with gloves in good condition by their employer.

(e) Maintenance of Protective Clothing

The employer shall maintain in good repair and in clean condition the overalls and aprons and in good repair the boots or shoes, specified in this clause, provided to employees.

(f) Protective Clothing Not to be Removed from Establishment

Employees supplied with protective clothing, specified in this clause, shall not remove such protective clothing from their employer's premises without the authority of their employer.

(g) Year of Service

The phrase "year of service" in subclause (a) of this clause shall mean

- (i) for the first year of service - twelve calendar months dating from the date on which the employees commenced employment with their employer;
- (ii) for each succeeding twelve calendar months the year commencing on the date corresponding with that on which the original allocation was made;

excluding any period when the employees were absent from their employment without the authority of the employer or was absent for more than three consecutive months.

(h) Requirement to Wear a Uniform or Overalls

An employer who requires employees to wear at their work a uniform or overalls shall provide same and keep it clean and in repair without expense to the employees.

Change Rooms and Dressing Time

Where a change of dress of employees is rendered necessary by the work to be done the employer shall provide suitable dressing-rooms and allow each employee dressing time each day.

Protection of Clothing

The employer shall provide each employee with properly constructed facilities which will protect his/her clothing, taken off during working hours, from the dust and fumes of the workroom.

37. Employer to Provide Facilities

(a) Lighting of Workrooms

- (i) Each employer shall make provision in its workroom for adequate natural light or its approximate equivalent for employees to perform their work. As far as possible, the use of artificial light shall be avoided.
- (ii) Where artificial light is in use effective shades shall be provided by the employer to prevent eye strain. Artificial light shall be so situated as to enable the employee to work without unnecessary strain to the eyes.
- (iii) Lightshades, globes and tubes shall be kept clean.
- (iv) Employees covered by this award shall not be required to handle fluorescent lighting tubes until such employees have been warned of the necessity for exercising extreme care to avoid breaking such tubes. Spare or discarded tubes shall not be kept in workrooms unless stored in some safe place set aside for the purpose.

(b) Hygiene

- (i) The provision and maintenance of lavatory accommodation shall be as prescribed by the law of the State and the cleaning of such lavatories shall be as required by paragraph (ii) of this subclause.
- (ii) Each workroom, lavatory and convenience of any factory or establishment shall be thoroughly swept and cleaned at least once a day and at least once each week each lavatory or convenience shall be thoroughly scrubbed out with disinfectant.

(c) Washing Facilities

The employer shall provide separate suitable washing places for male and female employees and shall install therein a sufficient number of wash basins or troughs supplied with hot and cold running water.

(d) Supply of Drinking Water

An employer shall provide for the use of employees adequate quantities of:

- (i) drinking water in easily accessible places (such drinking water shall not exceed a temperature of 24° Celsius), and
- (ii) boiling water for refreshments at meal periods including the rest interval for females.

(e) Seating to be Provided

- (i) Any employee whose work requires that employee to be seated shall be provided with a reasonably comfortable seat.
- (ii) The use of metal seating accommodation shall not be permitted unless effectively covered with felt or similar material.

38. First Aid**(a) First-aid Chest**

- (i) See *Factories, Shops and Industries Act 1962*, and regulations made thereunder.
- (ii) Where a person is or persons are appointed, as First-aid Attendants in accordance with this clause the first-aid chest shall be in control of that person or those persons. The name of that person or those persons shall be made known throughout the establishment in which that person is or those persons are employed and their name shall be inscribed on the first-aid chest.

(b) First-aid Attendant

- (i) An employer shall endeavour to have at least one employee on day work and one employee on night work (if night work is being worked) trained to render first-aid.
- (ii) Where an employee who is recognized by the St John Ambulance Association or other similar body as qualified to render first-aid is available, and that employee is requested by the employer to accept and does accept appointment as factory first-aid attendant, the employer shall appoint the employee as such. Where no such qualified person is available the employer may appoint some other person as factory first-aid attendant:

Provided that where more than one qualified person is available the employer shall not be required to appoint more than one of them as factory first-aid attendant on day work and one of them as such attendant on night work.

- (iii) A factory first-aid attendant appointed under this clause shall be paid therefore an amount set in Item 5 of Table 2, or Part B per week in addition to any other money to which he is entitled under this award.
- (iv) The provisions of paragraphs (i), (ii and (iii) of this subclause shall not apply in any employer's establishment where a staff nurse or other medically trained person is employed.
- (v) The foregoing provisions are subject to the *Factories Shops and Industries Act 1962* and regulations made there under.

39. Guillotine Machine Work

Not more than one person operating a guillotine machine shall place work in or remove it from within a guillotine machine and no other persons shall place work on or remove it from a guillotine machine.

40. Platen Machines Used for Carton Cutting

A female shall not be required or permitted to feed any platen machine used for carton cutting.

41. Bronzing or Dusting-off

Each employee employed on bronzing or dusting-off by hand will be paid 21.8 cents an hour in addition to any other money payable to that employee under this award.

42. Right of Entry

See Part 7 of the *Industrial Relations Act* 1996.

43. Union Delegate

Not more than two delegates, chosen by and from the employees of an employer, shall be allowed the necessary time in working hours to interview the employer or its representative for the purpose of submitting grievances.

44. Posting of Union Notices

The union shall be permitted to use a notice board at each establishment for the posting of notices, in a reasonable manner, concerning union meetings or other legitimate union business.

45. Production

- (a) Guidelines for the achievement of maximum plant capacity utilisation and continuous machine operation shall be prescribed in Schedule C, which is incorporated in this award.
- (b) There shall be co-operation between the union, management and employees in improving production.

46. Exemption

An employer who is a member of Employers First is exempted from the provisions of this award conditionally upon any such employer observing, in respect of all the employees in the industries and callings covered by this award, the provisions of the current award of the Australian Industrial Relations Commission in relation to such industries and callings.

Compress Printing Limited and Sungravure Pty Limited are exempted from the provisions of this award so long as they observe the provisions of such Industrial Agreement filed with the Industrial Registrar between the said companies and the Automotive,

Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, or any other industrial agreement made in extension or in substitution for the same.

47. Superannuation

The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act* 1992 (Cth), the *Superannuation Industry (Supervision) Act* 1993 (Cth), the *Superannuation (Resolution of Complaints) Act* 1993 (Cth), and s.124 of the *Industrial Relations Act* 1996. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

48. Area, Incidence and Duration

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

The Bookbinders & Finishers, Printing Machinists, (Cumberland & Newcastle) Award published 29 July 1981 (222 IG 612) as varied;

Compositors &c (Country) Award published 6 January 1982 and reprinted 1 February 1984 (232 IG 751) as varied;

Printing Industry, Compositors & Cardboard Box Makers (Cumberland & Newcastle) Award published 6 May 1981, reprinted 23 May 1984 and further reprinted 6 December 1991 (266 IG 401) as varied;

Process Engravers, &c. (Cumberland and Newcastle) Award published 6 May 1981 (221 IG 951); as varied and

Printing Industry Superannuation Award - NSW published 16 November 1990 (260 IG 549).

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 8 August 2001.

It shall apply to all classifications mentioned herein within the industries and callings outlined in Appendix A.

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

SCHEDULE A

Machine Composition

1. Cast-up and Minimum Multiplier

The cast-up shall be according to the point system, but the minimum multiplier for any line shall be 40, and the table of multipliers appended to this Schedule shall be observed. A fraction of an en, if more than decimal 5, shall count an en for the machine compositor, and if less shall not be counted. If it is decimal 5, it shall count alternatively for the House and the machine compositor.

2. Large Type

Matter 13 ems and under 13 ems measure, composed in 10-point type, shall be charged .21c per thousand ems extra, and all types above 10-point size shall be charged .63c per thousand ems extra.

3. Bordered Matter

Matter having a machine-set border attached to the slug, whether such order is formed of , shall be paid for at double rate.

4. Dialects, Etc

Matter set in dialectic English or in illiterate spelling, where such matter is of four lines or more, or where the dialectic English or illiterate spelling is recurrent through the matter, shall be paid at rate and one-half.

5. Foreign Languages

Matter set in any language other than English shall be paid for at double rate.

6. "Take" of Copy

Twelve lines of 16 ems measure, or their equivalent in wider measures, shall constitute a machine "take" of copy. Provided that the matter given out at any one time, whether referring to the same or different articles, shall constitute one "take".

7. Top and Bottom Rules

The top and bottom rules of tables shall be paid for as distinct lines when set or required to be inserted by the machine compositor, but cross rules in the body of a table, when set or required to be inserted by the machine compositor, are reckoned in depth.

8. Column or Tabular Matter

Column or tabular matter case on one bar shall be charged: Two column (two justifications or arrangements), rate and a third; three columns, rate and a half; four or more columns, double rate. The above rates shall be paid whether the matter is with or without headings or rules. Where there are more than four columns, the machine compositor shall have the option to set the matter at the machine compositor's time-rate with the addition of 12.5 per cent.

9. Headings

Column or tabulated matter with headings in smaller type than the body shall be cast-up at the value of each body.

10. Small Capitals, Italics or Sorts not on Keyboard.

For small capitals, italics, clarendon or other faces and sorts of type or characters of any kind, not on the keyboard but fed in by hand, one line extra shall be allowed for each word of six letters or less, and two lines extra for each word of more than six letters.

Where intermittent words are set on the keyboard in such faces and sorts, one line extra shall be paid for each line containing such words, excepting small capitals, which shall be paid one line extra for each word. When double letter matrices are used, and matter is set on the upper tire or by the two-letter or leaf attachment for elevator, head elevation, such matter up to twenty-five continuous lines shall be paid for at rate and a half, and all matter beyond twenty-five continuous lines shall be paid at rate and a quarter.

11. Run-on List and Similar Matter

Run-on subscription lists, share lists, land sales, wool sales, show-prize lists, cargo lists, tennis results, egg-laying competition results, pawnbrokers' advertisements, balance-sheets, University or other school lists (other than those which are figures only), cricket scores, rifle scores, quoit scores, mining and market reports, racing weights, racing results and similar matter, shall be paid for at rate and a half. University and other school lists and examination results consisting of figures only, lottery results, consisting of figures only, and other run-on figure matter, consisting of figures only, shall be paid for at double rate.

12. Leadered Matter

All leadered matter, if leaders are ranged, and other leadered matter of 20 ems measure or over, shall be paid for at rate and a third.

13. Indented Matter

All matter set to 13 ems measure or less in 8-point or over, indented one or more ems each end or two ems or over on one end, shall be paid for at rate and a half.

14. House Marks - Author's Proofs

Alterations from copy to the first proof shall be paid for at double rate. House marks or author's proofs shall be paid for at double rate, but twelve lines shall be the minimum charge. New matter or additions to copy shall be paid for at the ordinary rate if exceeding twelve consecutive lines.

When an author's proof contains matter to be set in various measures, and the appropriate matter or one measure is intermixed with that of other measures necessitating the proof and/or copy being traversed

three or more times before being completed, the charge shall be increased by one-third except where the matter makes nine lines or less.

The House shall be entitled to correct all author's proofs or revises on time.

15. Correction of Proofs on Time

The House may at any time, in its discretion, correct proofs on time and educt from the machine compositor the number of lines requiring alteration. The machine compositors shall have the opportunity of seeing proofs, containing any correction charged against them.

16. Slugging, Etc.

The insertion of all display or corrected slugs, cutting, fitting or whiting shall be done by the House.

17. White Lines, Etc., Inserted by the House

The machine compositor shall not be paid for white lines, rules or other matter inserted by the House, except where the same are set or are required by the House to be inserted as part of a "take".

18. Multiple Bar Matter to be Laid Out by the House

Where the matter is set on two or more bars it shall be laid out by the House, but the machine compositor shall be responsible for any mistake made by him.

19. Extra Charge for Multiple Bar Matter

Matter requiring two bars to complete one measure (not being tabular matter) shall be paid for at rate and a third; three bars, rate and a half; four or more bars, double rate.

20. Full Lines

Each line case by the machine shall be paid for as a full line, except when the vice jaw is reduced, when the full measure shall be charged for the first twenty lines only.

21. Copy Too Big for Tray.

All matter set from copy (including books) that will not go on or cannot be folded or arranged to suit the copy tray, shall be paid for at rate and a third.

22. Bad or Indistinct Copy

Bad or indistinct copy, or copy written with an indelible pencil, or matter having to be transposed by the machine compositor (that is, matter which is not to be set up in the order in which it appears in the copy), shall be paid for at rate and a third.

23. Contractions - Extra Charge

Where the machine compositor has to make contractions, he shall be paid rate and a half for each line affected. This provision does not apply to ordinary recognized contractions as St for street, Rd for road, Co. for Company, Ltd for Limited, kg for kilogram, g for gram, &c. Further, this provision does not apply to work done on a directory or a telephone list.

24. Defective Machines

The correction of errors resulting from the defective working of the machine, including transpositions and sunken letters, shall be paid for at double rates, provided that where a mechanic is employed on the shift, or some responsible person is present, his attention is called to the defect, and he has failed to remedy the defect; but a machine compositor shall be entitled to this charge for all matter set up to the

time when the defect was, or should reasonably have been observed by him. When corrections caused by defective machines are done by the House and deducted from the machine compositor's total, such errors shall not be charged against the machine compositor.

25. Lower Magazine

Where a machine compositor sets from a lower magazine from which the matrices assemble down a chute, the machine compositors may, at their option, do such work at the time rates for a machine compositor.

26. Time Work

A machine compositor who may be temporarily required to do hand work on any day, on which he is employed as a machine compositor, shall be paid therefore not less than the time rate for a machine compositor.

27. Waiting Time

Waiting time shall be paid for at the time rate for a machine compositor. All stoppages shall be cumulative, and shall be charged as waiting time, provided that such stoppages have not been caused by the fault of the machine compositor.

28. Changing Machine

For changing magazine or mould in any slug-casting machine, the machine compositor shall be paid 4.17c, and for emptying or refilling magazine, 12.5c. In the case of a multi-magazine machine, or a machine of similar design, he shall be paid .83c for each change, and .83c for each return where the change and return of the magazine is made by manipulation of handle or lever.

29. Attending and Adjusting

On any shift a machine compositor on piecework attending or adjusting one machine shall be paid \$1.00 per week extra, and for two or more machines, \$2.00 per week extra. If the \$1.00 per week be not paid to a piece worker, all mechanical troubles shall be rectified for him without delay, and he shall be paid for all time he is kept waiting at the time rate for a machine compositor.

30. Long Measure

Slugs of 26 -ems pica measure and over set in 6-point or smaller type shall be paid .63c per 1,000 ens in addition to the rate. Measures of 27 -ems pica and over set in type larger than 6-point shall be paid .63c per 1,000 ends in addition to the rate.

31. Changing Machine or Magazine

If a machine is changed by order to a different type, the machine compositor shall not be required to change again to make corrections. Such corrections shall be done on a vacant machine if possible, but when they are done by another machine compositor, at the order of the House, one line shall be charged against the machine compositor who set the matter and one line against the House for each line reset.

32. Instructions

Instructions shall be given to the machine compositor with the first "take" in each job.

33. Catchlines

A piecework machine compositor shall be paid for all catchlines when set by him.

34. Full Fount of Matrices

Each machine shall be provided with at least 25 space bands, and such a fount of matrices as will enable the machine compositor to do his work without delay.

35. Cross Rules

All cross rules, when set by the machine compositor, whether in reading or advertisements, shall be paid for as separate lines.

. Table of Multipliers

Please refer to hard copy for this Table.

SCHEDULE B

Vacant

SCHEDULE C

Guidelines - Maximum Plant Capacity Utilisation/Continuous Machine Operation

Guidelines for the achievement of the maximum plant capacity utilisation and continuous machine operation are set out hereunder -

- (1) Mixed Functions - Employees may be required during any day to perform within their skilled capacity, different functions attracting different award wage rates. The employee shall be paid for the day, at the least, the highest award rate for the work performed. When employed intermittently in this fashion there shall be no reduction in wage rates where the employee performs work attracting a lesser award rate. Work performed on a mixed functions basis would generally be incidental to an employee's employment classification.
- (2) Rest Period Provision - The present award provision for rest periods is flexible in its operation requiring only that the rest period be taken within a spread of time and may be changed without notice within that spread of time.
- (3) Meal Period Provision - Clause 17, Meal Period, now provides for added flexibility in the timing of meal periods - enabling variation without notice, by consent, or when necessary, to facilitate continuous machine operation (and the employee concerned has no prior meal time commitment).
- (4) Movement within a Plant or Section - Employees may be moved within a plant or section to temporarily replace other employees in order to maintain continuous machine operation.
- (5) Machine Set UP and Wash Up - An employee may be required to assist in the setting up or cleaning of machines unless prohibited by award prescription.
- (6) Tradesmen's Duties - Subject to the observation of normal service working requirements tradesmen may be required to move from function to function or machine to machine within their trade skills.
- (7) Change of Shifts - Where appropriate, procedures enabling the continuous running of machines during shift changeovers shall be implemented.
- (8) Starting Times - Starting and finishing times of individual employees within a plant or section may be staggered to insure maximum plant capacity utilisation.

APPENDIX A

Industries and Callings

Section 1.

- (a) Compositors, readers, linotype and other slug-casting or type-casting machine operators and attendants, stereotypers, electrotypes, and all other employees (excepting males in bookbinding, letterpress machining, and lithographic departments employed in the work of such departments) engaged in or in connecting with the printing and/or stereotyping and/or electrotyping and/or publishing industry;
- (b) Cardboard box makers, and all persons including machinists making and/or covering either wholly or partly corrugated or other boxes, cartons, packets, containers, shelf stock or fixture receptacles out of wood, cardboard, pasteboard, strawboard, leatherboard, manilla paper or two or more of such materials, in combination, or with any similar material, and all persons including guillotine cutters, employed in or in connection with the making or preparing of one or more or any part of any cardboard box or other article specified herein; and all persons employed corrugating, cutting, sawing, or scoring any of the material or materials specified herein or employed in or in connection with the making or preparing of one or more or any part of any articles specified herein; and all persons including machinists making or preparing playing, picture, or other cards; and labourers engaged in or in connection therewith;
- (c) Employees employed in paper pattern cutting, paper pattern folding, paper cutting to design, and in the manufacture of paper patty pans or moulds for cakes and confectionery, the manufacture of paper and/or cardboard liquid and/or food containers, eating and drinking utensils and/or drinking straws, and in the cutting of cigarette papers and containers and the packing of cigarette papers into containers.
- (d) Female feeders, book sewers, folding, numberers, wire-stretchers, perforators, staplers, gathering or collecting machinists, and all other females employed in or in connection with the printing and/or publishing and/or bookbinding and/or manufacture of paper bags and envelopes and the gumming and packing of paper bags or envelopes.

And all other employees employed in or in connection with stationery making, tag making, bag making, surface coating, calendering, brushing, water-proofing, waxing, plate rolling, and cutting and/or slitting paper or other material in reels in the County of Cumberland and the police districts of Newcastle and Maitland;

Excepting -

Engineers, fitters;
 Tin box makers;
 Engine-drivers and firemen, greasers, trimmers, cleaners, and pumpers, engaged in or about the driving of engines, electrical crane, winch and motor drivers;
 Carters, grooms, stablemen, yardmen, and drivers of motor and other power-propelled vehicles and
 Paper makers, and all persons employed in paper making in paper mills;

And Excepting also the employees of -

State Rail Authority of New South Wales;
 The Commissioner for Motor Transport;
 The Council of the City of Sydney;
 The Sydney County Council;
 The Council of the City of Newcastle;
 The Electricity Commission of New South Wales;

And Excepting also -

Employees within the jurisdiction of the University Employees, & c. (State) Industrial Committee;
 Employees engaged in the industries and callings assigned to the Printing Industry, Compositors, &c. (Sydney Daily Newspapers Industrial Committee).

Section 2.

Compositors, linotype, monoline and other type-setting or type-casting machine operators and attendants, letterpress machinists, bookbinders, paper-rulers, lithographic workers, metal varnishers, stone polishers, cardboard box makers, guillotine machine cutters, process engravers, stereo typers, electrotypes, readers, feeders, flyers, publishing employees, book-sewers, folders, numberers, wirestitchers, perforators, embossers, copperplate printer, metallic printers and all other persons

employed in or in connection with the printing industry in the State, excluding the Counties of Cumberland and Yancowinna and in the police districts of Newcastle and Maitland;

Excepting

Engineers, Fitters;
Tin Box makers;
Engine-drivers and firemen, greasers, trimmers, cleaners and pumpers engaged in or about the driving of engines, electrical crane, winch and motor drivers;
Carters, grooms, stablemen, yardmen and drivers of motor and other powerpropelled vehicles;
Employees of the Council of the City of Newcastle; and of The Electricity Commission of New South Wales.

Section 3

Process engravers, photo-lithographic operators, photo-lithographic transfer printers and photolithographers including any person engaged in one or more of the following stages of production viz, negative making, imposing, stripping, colour separating, printing on metal and also photogravure engaged in the process of negative making, negative retouching, positive making, imposing and stripping, sensitising and printing, preparing and etching cylinders and plates and the deposition and preparing of cylinders for gravure printing in the County of Cumberland and the Police Districts of Newcastle and West Maitland, excepting such employees as are in the employ of Associated Newspapers Limited, Consolidated Press Limited, John Fairfax and Sons Pty Limited and Mirror Newspapers Limited.

Excepting employees of -

The Council of the City of Sydney;
The Council of the City of Newcastle.

Section 4

Bookbinders and paper rulers, guillotine machine cutters, embossers, blockers, envelop cutters, leather cutters or skivers, pocket book makers, die label cutters, blotting pad makers map and plan mounters or varnishers, indexes, vellum binders, finishers, forwarders, marblers and guilders, letterpress printers and in connection with such machinists feeders, operatives on the Kelly press, Cox duplex machine, calico printing press, bag making and printing press, counter check book press, Harris press, railway ticket printing press, rotary ticket press, platen press (ant kind), two-revolution press, bronzing machine, two or more colour printing press, roller makers, ink makers and mixers, machine cleaners and oilers, lithographers, and in connection with such rotary and offset transferrers and provers, tin plate printers, stone polishers, metallic printers, feeders, flyers, grainers, ink makers and mixers, metallic tube makers and printers, copper-plate printers, roller-makers, bronzing machine operators, machine cleaners and oilers in the County of Cumberland and the police districts of Newcastle and Maitland;

Excepting employees of -

The Municipal Council of the City of Sydney;
The Commissioner for Railways and the Commissioner for Road Transport and Tramways;
The Council of the City of Newcastle;
The Electricity Commission of New South Wales.

PART B

MONETARY RATES

Table 1 - Wage Rates

Base Rate of Wage -

Table B1

Group Level	Broad banded Group/Rate (\$)
1	301.70
2A	314.50
2B	320.50
2C	324.40
3A	330.60
3B	335.90
3C	328.80
3D	335.90
3E	342.00
4	367.60
5A	367.60
5B	381.30

Supplementary Payments -

Table B2

Group Level	Supplementary Payment (\$)
1	3.90
2A	4.80
2B	3.30
2C	2.30
3A	6.30
3B	5.00
3C	6.70
3D	5.00
3E	3.40
4	0.90
5A	9.90
5B	6.40

Minimum Weekly Rate of Wage -

Table B3 - Adults

1.		Any other adult employee.	305.60
		The work prescribed in this section, wherever done on an employer's premises, shall be paid for in the rates prescribed herein.	
2A		Copy holder	319.30

2A	(b)	When engaged on work which does not exceed both the measurements abovementioned.	
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2A		Employee engaged in -	
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	(a)	Making blotting pads, without corners, paper around four edges, or	
	(b)	Making blotting pads, with corners of any material other than leather but not with -	

	(i)	Corners which are turned in before being affixed to the pad	
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		(ii)	Base boards having cloth-bound edges, or	
		(c)	Making covers for school papers which are cut flush or turned in, but not when such covers are of full leather	
		(d)	Affixing projecting index tabs made of paper and not reinforced, or	
		(e)	Making letter or other types of files, or	
		(f)	Making loose sheet covers (including portfolios), of which covers no part is leather or is a metal fixture bound in the cover, or	
		(g)	Mounting showcards, maps, plans, envelope paper and other plain or printed paper but not maps or plans when mounted on calico or sheeting or similar material which is stretched on a flat or circular surface preparatory to mounting being done.	319.30
2A		(b)	When engaged on work which does not exceed both the measurements abovementioned	
2A		Employee engaged in -		
		(a)	Making blotting pads, without corners, paper around four edges, or	
		(b)	Making blotting pads, without corners of any material other than leather but not with -	
		(i)	Corners which are turned in before being affixed to the pad,	
		(ii)	Base boards having cloth-bound edges, or	
		(c)	Making covers for school papers which are cut flush or turned in, but not when such covers are of full leather cloth or similar material, or	
		(d)	Affixing projecting index tabs made of paper and not reinforced, or	
		(e)	Making letter or other types of files, or	
		(f)	Making covers for school papers which are cut flush or turned in, but not when such covers are of full leather or is a metal fixture bound in the cover, or	
		(g)	Mounting showcards, maps, plans, envelope paper and other plain or printed paper but not maps or plans when mounted on calico or sheeting or similar material which is stretched on a flat or circular surface preparatory to mounting being done.	319.30
2A		Hand or machine sewer and taker down or repairer of letterpress work.		
2A		Employee employed on any one or more of the following operations: Folding, paging, numbering, perforating, gathering, collating, interleaving, tipping-in and tipping-on (but not joining sheets for account books), wire stapling, edge staining (excepting the staining or otherwise colouring of the edges of cards and the edges of books other than those books that are quarter bound cut flush with turned in paper sides or are cut flush and not turned in)		319.30
2A		Employee employed directly in connection with stationery systems work, addressograph work, paper products and/or in printing work not allotted a rate in this Part		319.30
2A		Embosser		
2A		Operator/feeder of blocking and/or stamping press or machine (not including making ready, or the work of blocking and/or stamping		319.30

		performed in the course of the of the trade of bookbinding)	
2A		Cutter from reel and/or slitter	319.30
2A	(a)	Not including making ready	319.30
2A		Envelope window punching machinist (not including setting of dye)	319.30
2A		Envelope punch and washing machinist	319.30
2A	(b)	Crepe paper chopping machinist	319.30
2A		Colour mixer for surface coating	319.30
2A		Calenderer	319.30
2A		Brusher	319.30
2A		Water-proofer	319.30
2A		Plate-roller of paper or board	319.30
2A		Persons employed in the manufacture of stationery and/or paper products on machines not specified in this Part and which are not used in the trades referred to in subclause (a) of clause 42.	319.30
2A		Sheet varnishing and/or sheet gumming machinist	319.30
2A		Metal maker for slug-casting or type-casting machines or elrod machines or stereotyping or electrotyping.	319.30
2A		Bronzing machine operator	319.30
2A		Feeder on any kind of machine.	319.30
2A		Employee (whether working under a foreman or otherwise) in charge of Pirns tube cutting machines.	319.30
2A		Pirns machinist	319.30
2A		Pirns machinist's assistant	319.30
2A		Cone machinist	319.30
2A		Cone machinist's assistant	319.30
2A		Employee engaged in tube spinning	319.30
2A		Employee on shredder machine	319.30
2A		Employee on dimpler machine	319.30
2A		Crepe chopping paper machine attendant	319.30
2B		Attendant or assistant mechanic on a slugcasting machine (an attendant or assistant mechanic shall be a person working under the direction of a foreman or other person in authority, whose duties include attention to the machine and all its accessories and parts to maintain it and them in an efficient state and to do any adjustments and replacements of accessories and parts but not any repairs)	323.80
2B		Caster or assistant mechanic on a type-casting machine (a caster or assistant mechanic shall be a person working under the direction of a foreman or other person in authority whose duties include attention to the type-casting machine and all its accessories and parts to maintain it and them in an efficient state and to do any adjustments and replacements of accessories and parts but not any repairs).	323.80
2B	(a)	When engaged on work which exceeds 40 millimetres (1.5 inches) in thickness of back and 5.90 dm (108 superficial inches) measured over length and breadth of either side, whether wired, sewn, stabbed, stapled or otherwise held together.	323.80
2B		Tag machinist	323.80
2B		Employee operating a milk bottle wad-making machine.	323.80
2B		Cutter from reel and/or slitter, if cutting or slitting -	
	(a)	Printed, creped or embossed paper, or papers coated with gum or adhesive	323.80
	(b)	Paper in rolls for recording machines similar to these machines.	323.80

		Rotary cutting machinist cutting board from sheets, but excluding the cutting of board for the making of books, cartons, boxes and containers -	
2B	(b)	Including making ready	323.80
2B		Envelope cutter and/or die cutter	323.80
2B		Envelope cutter and/or die cutter who has to mark or lay out.	323.80
2B		Cutter of playing cards.	323.80
2B		D'Oyley machinist	323.80
2B		Surface Coater	323.80
2B	(a)	Creping, dyeing and slitting machining	323.80
2B		Employee working paste-board machine	323.80
2B		Waxer	323.80
2B		Tinplate varnishing and/or colour coating and/or sizing and/or lacquering of tinplates.	323.80
2B		Rotary reel gumming machinist.	323.80
2B	(a)	From three to eight employees (both inclusive)	323.80
2C		Assistant on a printing machine directly assisting a printing machinist for whom a wage is prescribed by this award at not less than the wage prescribed for Group Level 5A, Printing Machinist, of the Bookbinders and Finishers, Printing Machinists (Cumberland and Newcastle) Award for the relevant area.	326.70
2C	(b)	From nine to 15 employees (both inclusive)	326.70
2C	(c)	Over 15 employees.	326.70
3A		Storeman	336.90
3A		Packer and/or dispatcher	336.90
		Female employee in charge of or who supervises, directs or is responsible for the work of	
3B		Tag machinist, where machine has printing attachment	340.90
3B		Employee operating a forklift and/or grab truck and/or similar powered vehicle.	340.90
3E		D'Oyley making and embossing and printing machinist.	345.40
3E		Bronze powder cleaner (or similar powder), sifting bronze or similar powder for the purposes of removing foreign matter (including disability allowance)	345.40
4		Keyboard operator/assembler	373.30
4		Working mechanic in charge (whether or not under a foreman or other person in authority) of a slugcasting machine.	373.30
4		Proof reader and/or reviser.	373.30
4		Artist and/or designer (including commercial artist).	373.30
4		Small offset lithographic printing machinist.	373.30
4		Non-impact printing machine operator (including electronic and laser printing machine operator)	373.30
4		Map and plan moulder and/or varnisher	373.30
4		Employee (whether working under a foreman or otherwise) in charge of envelope-making machine or machines.	373.30
5A		Electrotyper (which shall include an employee preparing lead for matrix purposes)	377.50
5A		Stereotyper	377.50
5A		Engraver on wood or metal	377.50
5A		Collapsible tube printing machinist	377.50

5A		Universal process machine operator	377.50
5A		Binder and finisher (bookbinder and/or finisher and/or guillotine operator and/or paper ruler).	377.50
		Employee engaged in the binding of quarter-bound work cut flush with turned-in paper sides and the binding of all cut flush work not turned in -	
5B		Compositor	387.70
5B		Operator of a Wells cross-rule form machine	387.70

Part 2 - Cardboard Box, Container and Carton Industry Section

1		Any other adult employee.	305.60
		The work prescribed in this section, wherever done on an employer's premises, shall be paid for at the rate prescribed herein.	319.30
		Wherever done on an employer's premises, shall be paid for at the rate prescribed herein.	
2A	(a)	When covered with paper.	319.30
2A		Employee assembling cartons by hand, including pulling out and stripping.	
2A		Employee employed in connection with containers, including folders, and an employee taking off from sheeting or partition-slotting or slitting machine.	319.30
2A		Assistant to machinist on any machine in this section.	319.30
2A		Employee working any other kind of machine.	319.30
		Female employee in charge of or who supervises, directs or is responsible for the work of -	
2B		Employee operating automatic carton gluing machine.	323.80
2B		Employee operating scoring and double folding automatic tube gluing machine.	323.80
2B		Twin or single die-scoring, cutting and printing slide machinist.	
2B		Employee operating carton platen press, when the machine is not capable of taking a sheet 760 millimetres x 1,020 millimetres (30 inches x 40 inches) in size.	323.80
2B		Two-way or double cutter and scorer machinist.	323.80
2B		One way rotary cutter and scorer machinist.	323.80
2B		Gang slitting machinist	323.80

Part 3 - Corrugated and Solid Fibreboard Container Industry Section - Employee on a corrugator.

2C	(a)	Single facer machinist	326.70
2B	(b)	Double back glue station machinist	323.80
3C	(c)	In charge of slitter, scorer and cut-off unit.	335.50
2B	(d)	Assistant on slitter, scorer and cut-off unit (when an assistant is needed).	323.80
2A	(e)	Any other employee on that machine.	319.30
2A	(f)	When an employee who is engaged on the work of classification (a), (b) or (c) hereof is required to act as the co-ordinator on a corrugator, he shall be paid 3.25 per cent (calculated to the nearest 10 cents) of the wage rate provided in classification C1(c) in addition to the wage prescribed for his classification. Such additional amount shall be part of his ordinary wage for all purposes of the award.	

		Employee on a corrugator making double-faced corrugated board in one pass (one single facer tight web machine driven by a single main drive motor) -	335.50
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3C	(a)	Machinist	335.50
2B	(b)	Assistant machinist	323.80
2A	(c)	Any other employee on that machine.	319.30

		Employee on a single-faced corrugated board slitter and/or scorer and/or rewinder	
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		and/or chopping machine when such machine is not used in line with a single face corrugator -	
2B	(a)	Machinist	323.80
2A	(b)	Any other employee on that machine.	319.30
		Employee on a solid fibreboard pasting machine -	
2C	(a)	Machinist	326.70
2B	(b)	Assistant machinist	323.80
2A	(c)	Any other employee on that machine.	319.30
2B		Employee operating an adhesive mixing unit including storage and circulating systems.	323.80
		Employee on a printer-slotter -	
3C	(a)	Machinist	335.50
2B	(b)	Assistant machinist	323.80
2A	(c)	Any other employee on that machine.	319.30
		Employee on a printer-slotter with inline folder-gluer and/or folder-taper and/or die cutter -	319.30
3C	(a)	Machinist	335.50
2B	(b)	Assistant Machinist	323.80
2A	(c)	Any other employee on that machine.	319.30
		Employee on a slitting and/or slotting and/or bending and/or scoring rotary machine which may include a printing attachment -	
2B	(a)	Machinist	323.80
2A	(b)	Any other employee on that machine.	319.30
2C		Employee away from the printing plates on backing sheets including grinding.	326.70
		Employee on a slitting and/or scoring and/or slit scoring machine.	323.80
2B	(a)	Machinist	323.80
2A	(b)	Any other employee on that machine.	319.30
		Employee on a slotting and/or punching and/or chopping and/or bending machine (non-rotary) -	
2B	(a)	Machinist	323.80
2A	(b)	Any other employee on that machine.	319.30
		Employee on a wire stitching machine and/or taping machine and/or gluing machine.	
2B	(a)	Machinist	323.80
2B	(b)	Assistant machinist (where a machine slots, scores or slits)	323.80
2A	(c)	Any other employee on that machine.	319.30
2B		Employee on a platen dye cutting machine.	323.80
		Employee on a rotary and/or cylinder flat bed and/or autoplaten dye cutting machine -	
2C	(a)	Machinist	326.70
2B	(b)	Assistant Machinist	323.80
2A	(c)	Any other employee on that machine	319.30

2B		Machine setter, that is, an adult employee, not being a machinist or an operator, whose duty it is to set up machines for the employees covered by Group Level 2A, employee on a stripping machine when such machine is not in line with a die cutting machine.	
		Board sawyer engaged in connection with corrugated and/or solid fibreboard -	323.80
2B	(a)	Machinist	323.80
2A	(b)	Any other employee on that machine	319.30
		Employee on a partition slotting and/or pad shopping and/or liner making machine.	
2B	(a)	Machinist	323.80
2A	(b)	Any other employee on that machine	319.30
		Employee on an automatically fed partition assembling machine -	
2B	(a)	Machinist	323.80
2A	(b)	Any other employee on that machine.	319.30
		Employee on a manually fed partition assembling machine -	
2B	(a)	Machinist	323.80
2A	(b)	Any other employee on that machine.	319.30
2A		Employee assembling partitions by hand.	319.30
2A		Employee engaged in hand work including gluing out and/or making up built-up pads and/or fitments and/or labelling and/or affixing preprinted sheets to be corrugated and/or solid fibreboard and/or inserting ties, tags, pulls and/or similar work.	319.30
		Employee on a roller coating or curtain coating or dipping machine -	319.30
2B	(a)	Machinist	323.80
2A	(b)	Any other employee on that machine.	319.30
		Employee on a reel and/or sheet fed laminating machine used in connection with corrugated and/or solid fibreboard -	
2B	(a)	Machinist	323.80
2A	(b)	Any other employee on that machine.	319.30
4		Artist and or designer	373.30
4		Employee engaged in moulding rubber printing plates including grinding and mounting.	373.30
3C		Employee cutting rubber printing plates and/or transferring or rubbing down prepared art work to laminated rubber and including grinding.	373.30
3C		Employee engaged in sample making including structural designing.	335.50
2B		Employee on a sample making machine and/or making samples with hand tools but not designing.	323.80
3C		Employee engaged in making cutting dies (flat or curved)	335.50
2A		Employee engaged in hand stripping away from the machine.	319.30
2A		Employee on a stripping machine when such machine is not in line with a dye cutting machine.	
		Employee on a palletiser and/or unitiser and/or typing machine when such machine is not in line with other equipment -	
2B	(a)	Storeman	336.90
2A	(b)	Any other employee in the store	319.30
		Dispatch employees -	

3A	(a)	Dispatcher	336.90
2A	(b)	Any other employee in the dispatch area.	319.30
3B		Employee operating a forklift and/or grab truck and/or similar powered vehicle.	340.90
		Power press baler -	
2B	(a)	Operator	323.80
2A	(b)	Any other employee on that machine.	319.30
		Employee working any other kind of machine -	
2A	(a)	Machinist	319.30
2A	(b)	Any other employee on that machine	319.30
		Female employee in charge of, or who supervises, directs or is responsible for the work of -	
2B	(a)	From 3 to 8 employees (both inclusive)	323.80
2C	(b)	From 9 to 15 employees (both inclusive)	326.70
2C	(c)	Over 15 employees	326.70
		Any other adult employee.	305.60
		The work prescribed in this section, wherever done on an employer's premises, shall be paid for at the rates prescribed herein.	

Part 4 - Bag Making Industry Section including bags mad of paper and/or cellulose film and/or plastic and/or similar material.

1		Any other adult employee.	305.60
		The work prescribed in this section, wherever done on an employer's premises shall be paid for at the rates prescribed herein.	
2A		Hand-made bag maker.	319.30
2A		Bag machine minder, and employee threading bag making material looking after paste boxes or catching and stacking bags.	319.30
2A		Bag machine minder, if with stringing attachment and without assistants.	319.30
2A		Employee working a paste making machine.	319.30
		Female employee in charge of, or who supervises,, directs or is responsible for the work of -	319.30
2B	(b)	From 9 to 15 employees (both inclusive)	323.80
		Female employee in charge of, or who supervises, directs or is responsible for the work of -	
2C	(c)	Over 15 employees	326.70
2C		Guillotine machine operator	326.70
2C		Bag machinist	326.70
3A		Storeman	336.90
3A		Packer and/or dispatcher	336.90
		Female employee in charge of, or who supervises, directs or is responsible for the work of -	
3B		Employee operating a forklift and/or grab truck and/or similar powered vehicle.	340.90

3D	Bag machinist where machine has printing attachment.	340.90
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Part 5 - Toilet Paper Making Industry Section -

1	Any other adult employee.	305.60
2A	Employee controlling toilet roll slitting and rewinding machine.	319.30
2A	Employee controlling toilet roll slitting, rewinding and creping machine.	319.30
2A	Employee labelling, wrapping and/or packing toilet rolls.	319.30
2A	Toilet paper oval roll slotting machinist. Female employee in charge of, or who supervises, directs or is responsible for the work of -	319.30

2A	(a)	From 3 to 8 employees (both inclusive)	319.30
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	Female employee in charge of, or who supervises, directs or is responsible for the work of -	
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2B	(b)	From 9 to 15 employees (both inclusive)	323.80
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2B	Toilet roll automatic core making machinist.	323.80
2B	Toilet paper creping machinist.	323.80
2B	Toilet roll slitting and rewinding machinist.	323.80
	Female employee in charge of, or who supervises, directs or is responsible for the work of -	

2C	(c)	Over 15 employees	326.70
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3A	Storeman	336.90
3A	Packer and/or dispatcher	336.90
3B	Employee operating a forklift and/or grab track and/or similar powered vehicle.	340.90

Part 6 - Paper Pattern Cutting Industry Section

1	Any other adult employee	305.60
	The work prescribed in this section, wherever done on an employer's premises, shall be paid for at the rate prescribed herein.	
2A	Paper pattern assembler and/or folder and/or checker.	319.30
	Female employee in charge of, or who supervises, directs or is responsible for the work of -	

2A	(a)	From 3 to 8 employees (both inclusive)	319.30
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	Female employee in charge of, or who supervises, directs or is responsible for the work of -	
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2B	(b)	From 9 to 15 employees (both inclusive)	323.80
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	Female employee in charge of, or who supervises, directs or is responsible for the work of -	
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2C	(c)	Over 15 employees	326.70
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3A	Storeman	336.90
3A	Packer and/or dispatcher	336.90
3B	Employee operating a forklift and/or grab track and/or similar powered vehicle.	340.90
3E	Cutter of paper patterns in charge of and working a heavy-duty or similar electric cutter.	435.40

Part 7 - Screen Printing Industry Section

1	Any other adult employee.	305.60
	The work prescribed in this section, wherever done on an employer's premises, shall be paid for at the rate prescribed herein.	
2A	Screen attendant, i.e. an employee who assists the screen attendant referred to in 3D or 2B above and whose work includes the rendering of assistance in the use of the squeegee, the cutting of stencils by any automatic or handpress method.	
2B	Screen attendant, i.e. an employee engaged in or in connection with any of the following operations: the mixing and matching of colours, removing ties, applying stencils, making and/or preparing screens, applying colour to any surface through a screen and/or cutting stencils by any automatic hand press method.	323.80
	Female employee in charge of, or who supervises, directs or is responsible for the work of -	
2B	(a) From 3 to 8 employees (both inclusive)	323.80
	Female employee in charge of, or who supervises, directs or is responsible for the work of -	
2C	(b) From 9 to 15 employees (both inclusive)	326.70
2C	(c) Over 15 employees	326.70
3A	Storeman	336.90
3A	Packer and/or dispatcher	336.90
3B	Employee operating a forklift and/or grab truck and/or similar powered vehicle.	340.90
3D	Power-driven screen printing machine operator	340.90
5A	Stencil preparer, i.e., an employee engaged in the manufacture of photographic stencils and/or stencils cut by hand, including tracing from master sketches or designs for use in screen printing.	377.50

Part 8 - Cigarette Paper Cutting and Packing Industry Section

1	Any other adult employee	305.60
	The work prescribed in this section, wherever done on an employer's premises, shall be paid for at the rate prescribed herein.	
2A	Employee employed on or in connection with cigarette paper interlocking machine	319.30
2A	Employee employed on or in connection with cigarette paper packing machine	319.30
	Female employee in charge of, or who supervises, directs or is responsible for the work of -	
2B	(a) from 3 to 8 employees (both inclusive)	323.80
	Female employee in charge of, or who supervises, directs or is responsible for the work of:	
2C	(b) from 9 to 15 employees (both inclusive)	326.70
2C	(c) over 15 employees	326.70
3A	Storeman	336.90
3A	Packer and/or dispatcher	336.90
3B	Employee operating a forklift and/or grab truck and/or similar powered vehicle	340.90

(iv) Juniors -

Juniors and Apprentices

Junior (other than a Junior Artist and/or Designer or a Junior Keyboard Operator/Assembler) not being an apprentice - where the work is performed by a junior (other than a junior artist and/or designer or a junior keyboard operator assembler) not being an apprentice, the minimum rates of wages shall be the

undermentioned percentages of the wage of an adult employee working at the rate prescribed for Group Level 2A of Table B2 for the area in which they are employed.

		Percentage
H1	Under 16 years of age	30
H2	Between 16 and 17 years of age	40
H3	Between 17 and 18 years of age	50
H4	Between 18 and 19 years of age	60
H5	Between 19 and 20 years of age	75
H6	Between 20 and 21 years of age	90

Junior Keyboard Operator/Assembler - The minimum rate of wage payable to a junior employed as a keyboard operator/assembler shall be the rate prescribed for Group Level 4 of Table B2 for the area in which they are employed.

Junior Artist and/or Designer (including Junior Commercial Artist) - Where the work is performed by a junior artist and/or designer (including a junior commercial artist), the minimum rates of wages shall be the undermentioned percentages of the wage of an employee working at the rate prescribed for Group Level 4 of Table B2 for the area in which they are employed.

		Percentage
H12	Under 17 years of age	37.5
H13	Between 17 and 18 years of age	47.5
H14	Between 18 and 19 years of age	60
H15	Between 19 and 20 years of age	72.5
H16	Between 20 and 21 years of age	87.5

Calculation of Rate in Table B4 - The rate prescribed for all employees paid in accordance with this table shall be calculated in multiples of ten cents, amounts less than five cents being taken to the lower multiple and amounts of five cents or more being taken to the higher multiple.

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount per week \$
1	Part B	Minimum wage	222.30
2	13 (g) (i)	Meal money - employees other than juniors.	6.40
3	13 (g) (ii)	Meal money - juniors	6.40
4	13 (g) (iv)	Meal money - Saturday, Sunday or a public holiday.	6.40
5	38 (b) (iii)	First-Aid attendant	8.20
6		Apprentice employed on bronzing or dusting off.	delete

B. W. O'NEILL, Commissioner.

(142)

SERIAL C0535**COACHMAKERS, &C., RAIL (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 4874 of 2001)

Before the Honourable Justice Kavanagh

7 August 2001

VARIATION

1. Delete subclause (g) of clause 5, Supplementary Payments, of the award published 25 January 2001 (321 I.G. 1110), and insert in lieu thereof the following:
 - (g) The rates of pay in this award include the adjustments payable under the State Wage Case 2001. These adjustments may be offset against:
 - (A) any equivalent overaward payments, and/or
 - (B) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

(a) Adult Wages —

Wage Group Level	Total Award Wage \$
V1	431.50
V2	449.90
V3	472.40
V4	493.30
V5	508.30
V6	509.00
V7	509.80
V8	509.70
V9	533.40
V10	552.20

Table 2 — Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4(a)(i)	Leading Hand Allowance — not less than 3 and not more than 10 employees	21.70 per week
	4(a)(ii)	Leading Hand Allowance — more than 10 but not more than 20 employees	32.50 per week
	4(a)(iii)	Leading Hand Allowance — more than 20 employees	40.80 per week
2	17	Meal Money	8.10 per meal
3	18(a)(i)	Confined Spaces Allowance	0.47 per hour
4	18(a)(ii)	Thermo-welding of Vinyl Linoleum	0.35 per hour
5	18(b)(i)	Dirty Work Allowance	0.36 per hour
6	18(b)(ii)	Dirty Work Allowance — Minimum Payment	1.40 per day
7	18(c)	Height Money Allowance	0.27 per hour
8	18(d)(i)(1)	Hot Place between 46 and 54 degrees Celsius	0.36 per hour
9	18(d)(i)(2)	Hot Place exceeding 54 degrees Celsius	0.62 per hour
10	18(e)	Glass or Slag Wool Allowance	0.47 per hour
11	18(f)(i)	Fibreglass Work	0.25 per hour
12	18(f)(ii) (1)	Fibreglass Work — Minimum Payment second half of day or shift	0.93 per day
13	18(f)(ii) (2)	Fibreglass Work — Minimum Payment first half of day or shift	1.83 per day
14	18(g)	Livestock Transport — working on	0.36 per hour
15	18(h)(i)	First-aid Qualifications	10.10 per week
16	18(i)	Airline Hood/Respirator Allowance	0.47 per hour
17	18(j)	Fire Squad Allowance	10.10 per week
18	18(k)	Building Maintenance Allowance	0.50 per hour
19	20(i)	Carriage Builder's Tool Allowance	14.30 per week
20	20(ii)	Tradesperson's Tool Allowance	10.10 per week

3. This variation shall take effect from the beginning of the first complete pay period to commence on or after 7 August 2001.

T. M. KAVANAGH, J.

Printed by the authority of the Industrial Registrar.

(544)

SERIAL C0751

POTTERY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 4132 of 2001)

Before the Honourable Justice Kavanagh

10 July 2001

VARIATION

1. Delete clause 5.3.2, Wages, of the award published 1 June 2001 (325 I.G. 87), as varied, and insert in lieu thereof the following:

5.3.2 The rates of pay in this award include the adjustments payable under the State Wage Case May 2001. These adjustments may be offset against:

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

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00	3.0

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

PART B — MONETARY RATES AND ALLOWANCES

TABLE 1 — MONETARY PAYMENTS

Classification	Award rate per week \$	Safety Net Adjustment \$	Total rate per week \$
Modeller Group I	453.60	13.00	466.60
Modeller Group II	438.60	13.00	451.60
Block and/or Case Maker	423.40	13.00	436.40
Kiln Operator	416.80	13.00	429.80
Ceramic Drill Operator	412.90	13.00	425.90
Caster (a)	412.80	13.00	425.80
Caster (b)	406.50	13.00	419.50
Mould Maker	412.80	13.00	425.80
Surface Grinder	412.80	13.00	425.80
Split Tile Extrusion Section	411.70	13.00	424.70

Spray Gun Operator (a)	410.70	13.00	423.70
Spray Gun Operator (b)	406.00	13.00	419.00
Examiner or Packer (a)	410.70	13.00	423.70
Examiner or Packer (b)	410.00	13.00	423.00
Kiln setting	407.60	13.00	420.60
Glazer (a)	405.50	13.00	418.50
Glazer (b)	398.70	13.00	411.70
Grinder or Cutter	404.90	13.00	417.90
Clay Mixer	404.90	13.00	417.90
Glaze Mixer	404.30	13.00	417.30
Extruder Operator	404.30	13.00	417.30
Hand Decorator, Ornamentor and/or Flower Maker	402.20	13.00	415.20
Cistern Assembler	402.40	13.00	415.40
Grinder of raw materials, pump and/or filter press attendant	402.40	13.00	415.40
Factory Cleaner	402.10	13.00	415.10
General Hand	402.10	13.00	415.10
Boxer or wrapper	397.10	13.00	410.10
Forklift Driver	420.10	13.00	433.10
Front End Loader Driver (a)	426.70	13.00	439.70
Front End Loader Driver (b)	433.40	13.00	446.40
Laboratory Assistant	425.40	13.00	438.40
Laboratory Tester	413.40	13.00	426.40
Finisher, Tow Wheel or sand-papering but not including caster	403.10	13.00	416.10
Maintenance Operator	436.80	13.00	449.80

Table 2 — Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5.5.1	Industry Allowance	17.20 per week
2	5.2.2	Leading Hand (1-7 employees) Leading Hand (over 7 employees)	18.35 per week 24.60 per week
3	6.2.3	Meal Allowance	6.95 for each meal
4	5.5.2 (a)	Shift allowance — rotating day/a fternoon, day/night, day/a fternoon/night shift	6.45 per shift
5	5.5.2 (b)	Shift allowance — rotating a fternoon/night shift	9.65 per shift
6	5.5.2 (c)	Shift allowance — permanent night shift	18.90 per shift
7	5.5.4	First-aid Allowance	1.65 per day

3. This variation shall take effect from the first full pay period commencing on or after 14 July 2001.

T. M. KAVANAGH, *J.*

Printed by the authority of the Industrial Registrar.

(162)

SERIAL C0589

CONCRETE PIPE AND CONCRETE PRODUCTS FACTORIES CONSOLIDATED (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 4097 of 2001)

Before the Honourable Justice Kavanagh

28 June 2001

VARIATION

1. Delete subclause (d) of clause 4, Rates of Pay, of the award published 29 June 2001 (325 I.G. 929), as varied, and insert in lieu thereof the following:
 - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2001. These adjustments may be offset against:
 - (A) any equivalent overaward payments; and/or
 - (B) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

Classification	Former rate per week	SWC 2001	Total Rate per week
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	\$	\$	\$
Level 1	423.40	13.00	436.40
Level 2	427.50	13.00	440.50
Level 3	439.60	13.00	452.60
Level 4	460.50	13.00	473.50
Level 5	492.20	15.00	507.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Existing Allowances \$	Amount \$
1	8(viii)	Leading Hands in charge of - 2 employees 3-6 employees more than 6 employees	12.30 per week 16.25 per week 19.50 per week	12.70 per week 16.75 per week 20.10 per week
2	8(i)	Industry allowance (other than tile factories)	12.35 per week	12.75 per week
3	8(i)	Industry allowance for tile factories	8.05 per week	8.30 per week
4	8(ii)	Lumpers of cement/concrete articles	0.36 per hour	0.37 per hour
5	8(ii)	Preparing/applying epoxy based materials	0.48 per hour	0.49 per hour
6	8(iii)	Sand blasting	0.48 per hour	0.49 per hour
7	8(iv)	Working in the rain	0.15 per hour	0.16 per hour
8	8(v)	Bituminous preparations	0.36 per hour	0.37 per hour
9	8(vi)	Slurry work	1.03 per day	1.06 per day
10	8(vii)	Wet money	1.18 per day	1.22 per day
11	12(d)	Meal allowance	8.15 per meal	9.05 per meal
12	24(b)	First-aid	1.80 per day	1.85 per day
13	27(iv)(a)	Country work (7-day week)	228.45 per week	235.75 per week
14	27(iv)(b)	Country work (broken week)	32.65 per night	33.70 per night
15	31(a)(ii) 31(b)(ii)	Clothing Boots	1.40 per week 1.85 per week	1.50 per week 1.95 per week
16	Appendix 1	Fork lift Allowance	4.15 per week	4.30 per week
17	35	Loss of Clothing Allowance - maximum of:	499.00	527.00

3. This variation shall take effect from the first full pay period to commence on or after 9 August 2001.

T.M. KAVANAGH *J.*

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(057)

SERIAL C0585**BRICK AND PAVER INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 4131 of 2001)

Before the Honourable Justice Kavanagh

10 July 2001

VARIATION

1. Delete subclause 5.2.1, Safety Net Adjustments, of clause 5.2, Wages, of the award published 1 September 2000 (318 I.G. 236), as varied, and insert in lieu thereof the following:

5.2.1 State Wage Case Adjustments

The rates of pay in this award include the adjustment payable under the State Wage Case of May 2001. This adjustment may be offset against.

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

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00/15.00	3.0

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

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

(a) Automated and Semi-automated Yards:

Classification	Award Rate Per Week \$	Safety Net Adjustment \$	Total Rate Per Week \$
Division A	434.60	13	447.60
Division B	451.50	13	464.50
Division C	464.50	13	477.50
Division D	479.50	13	492.50
Division E	502.40	15	517.40

(b) Manually Operated Yards:

Classification	Award Rate Per Week \$	Safety Net Adjustment \$	Total Per Week \$
Division A	434.60	13	447.60
Division B	447.30	13	460.30
Division C	451.50	13	464.50
Division D	464.50	13	477.50
Division E	502.40	15	517.40

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5.1.3	Leading Hand	25.95 per week
2	6.3.3	Meal allowance	6.85, then 5.65 for each subsequent meal
3	5.5.2(a)	Shift allowance - rotating day-afternoon, day-night day-afternoon-night shift	6.45 per shift
4	5.5.2(b)	Shift allowance - rotating afternoon-night or permanent afternoon shift	9.65 per shift
5	5.5.2(c)	Shift allowance - permanent night shift	19.10 per shift
6	5.6.1	Piecework	1.85 per day
7	5.6.6	Hand Setting - Intermittent Fired Kilns - Standard Bricks	0.33 per thousand
		Hand Setting - Intermittent Fired Kilns - Outside Bricks	0.71 per thousand
8	5.6.6	Hand Setting - Standard Face Bricks	0.35 per thousand
		Outside Bricks	0.57 per thousand
9	4.6.3	Attending - 3 Oil Fire Kilns	8.90 per shift or part thereof
		4 Oil Fire Kilns	20.60 per shift or part thereof
10	4.7.6	Stacking Bricks - up to 9 metres from wicket more than 9 metres from wicket	2.24 per thousand 0.73 per thousand for each further 9 metres or part thereof
		classers - more than 37 metres from wicket	1.35 per thousand then 0.90 for each additional 9 metres
11	5.5.3	Travel allowance	2.80 per day
12	5.5.4	Manganese Dioxide - handling	0.44 per hour
13	5.5.5	First-aid	\$1.70 per day

3. This variation shall take effect from the beginning first pay period to commence on or after 14 July 2001.

T. M. KAVANAGH *J.*

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(845)

SERIAL C0561

THEATRICAL EMPLOYEES RECREATION AND LEISURE INDUSTRY (STATE) AWARD 2000

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 4595 of 2001)

Before the Honourable Mr Justice Peterson

26 July 2001

VARIATION

1. Delete clause 30, State Wage Case Adjustments, of the award published 13 October 2000 (319 I.G. 406), as varied, and insert in lieu thereof the following:

30. State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case May 2001. These adjustments may be offset against:

- (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

(i)

Classification	Base rate minimum per week \$	May SWC 2001	Total rate per week \$
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		\$	
Level 1	400.40	13.00	413.40
Level 2	417.10	13.00	430.10
Level 3	439.60	13.00	452.60
Level 4	492.20	15.00	507.20
Level 5	555.40	15.00	570.40

(ii)

Junior Rates	Percentage of Appropriate Adult Rate
At 16 Years and under	55
At 17 Years	65
At 18 Years	75
At 19 Years	85
At 20 Years	100

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount per week \$	May 2001 SWC \$	Total Rate Per Week \$
1	3(c)	Supervisory loadings Up to 5 employees	17.37	0.52	17.89
2	3(c)	6 to 10 employees	23.82	0.71	24.53
3	3(c)	11 or more employees	30.62	0.92	31.54
4	19(a)	First aid allowance	9.70	0.28	9.99

3. This variation shall take effect from the first full pay period to commence on or after 26 July 2001.

R. J. PETERSON, *J.*

Printed by the authority of the Industrial Registrar.

(356)

SERIAL C0556**EXHIBITION INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 4594 of 2001)

Before the Honourable Mr Justice Peterson

26 July 2001

VARIATION

1. Delete clause 28, State Wage Case Adjustments, of the award published 6 October 2000 (319 I.G. 1), as varied, and insert in lieu thereof the following:

28. State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case May 2001. These adjustments may be offset against:

- (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

The minimum rate of pay for any weekly employee under this award shall be prescribed hereunder for the relevant classification:

Classification	Former Rate \$	SWC May 2001 \$	Total Minimum Weekly Rate \$
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Assistant Technician	464.50	13.00	477.50
Assistant Technician (Experienced)	547.00	15.00	562.00
Technician	587.20	15.00	602.20
Guest Host/ Customer Liaison Person	551.50	15.00	566.50
Designer/ Planner	765.20	17.00	782.20

Table 2 - Casual Rates

The minimum hourly rate of pay for a casual employee under this award shall be as prescribed hereunder for the relevant classification.

Casual employees shall be paid for a minimum of four hours worked on any call, to be worked continuously except for meal breaks.

The hourly rates contained herein have been loaded by twenty per cent to compensate casual employees for all incidents of paid leave arising from this award as well as annual leave.

Classification	Former Rate Per Hour \$	SWC May 2001 \$	Total Minimum Rate Per Hour \$
Assistant Technician	13.55	0.40	13.95
Assistant Technician (Experienced)	14.45	0.40	14.85
Technician	16.10	0.40	16.50
Casual Loader			
8.00am to 6.00pm	13.05	0.40	13.45
6.00pm to Midnight	15.55	0.40	15.95
Midnight to 8.00am	19.85	0.55	20.40
Casual Stage Hands			
8.00am to 6.00pm	15.50	0.40	15.90
6.00pm to Midnight	18.75	0.40	19.15
Midnight to 8.00am	24.05	0.55	24.60

Saving Provision - The rates of pay outlined in Table 1 - Rates of Pay and Table 2 Casual Rates shall be applied so as to ensure that:

- (a) No employee shall suffer any loss of weekly or ordinary time rates or reduction in conditions of employment as a result of the making of this award. For the purpose of this subclause any employee terminated and then re-employed by the same employer for the purpose of circumventing this provision shall be re-employed on the same classification.
- (b) The provision of this clause in so far as it applies to rates of pay shall apply only to the employee's rate of pay for his or her ordinary hours of work, however, the union shall have the right to refer any individual case in which the provisions of the subclause may operate unfairly to the Industrial Relations Commission of New South Wales for conciliation and/or arbitration.

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	27(c)	Meals and incidental expenses allowance	32.85 per day
2	27(c)	Reduced meals and incidental expenses allowance	9.60 per day

3. This variation shall take effect from the first full pay period to commence on or after 6 August 2001.

R. J. PETERSON, *J.*

Printed by the authority of the Industrial Registrar.

(1341)

SERIAL C0560**SYDNEY AQUARIUM STAFF (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 4593 of 2001)

Before the Honourable Mr Justice Peterson

26 July 2001

VARIATION

1. Delete clause 38, State Wage Case Adjustment, of the award made 9 March 2001, and insert in lieu thereof the following:

38. State Wage Case Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case May 2001. These adjustments may be offset against:

- (A) any equivalent overaward payments; and/or
 - (B) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete subclause 11.2 of clause 11, Living Away from Home Allowance and insert in lieu thereof the following:
 - 11.2 The company shall pay to the employee \$32.95 per day in lieu of additional meals and incidental expenses incurred by the employee, provided that such payment may be reduced to \$8.80 per day where the company provides the employee with breakfast and dinner, except in circumstances where the company pays all costs associated with board and accommodation, in which case the company shall not be required to make any payment.
 3. Delete Part B, Monetary Rates and Allowances, and insert in lieu thereof the following:

PART B**MONETARY RATES AND ALLOWANCES**

1. **Aquarists** - The following weekly rates of pay shall be the minimum rate of pay for a 38-hour week for Aquarists as defined in clause 8, Classifications and Rates of Pay:

Classification	Weekly Rate \$
Aquarist Grade 5	423.60
Aquarist Grade 4	482.20*
Aquarist Grade 3	542.75*
Aquarist Grade 2	599.30*
Aquarist Grade 1	695.27*

2. **Recreation and Leisure Staff** - The following weekly rates of pay shall be the minimum rate of pay for a 38-hour week for recreation and leisure staff as defined in the said clause 8:

Classification	Weekly Rate \$
Grade 5	413.40
Grade 4	430.10
Grade 3	452.60
Grade 2	507.20
Grade 1	570.40

3. **Cleaning Staff** - The following rates of pay shall be the minimum hourly rate of pay for cleaners as defined in clause 8. These rates include a component to compensate employees for cleaning toilets. The rates for casual employees are also inclusive of a casual loading and the 1/12 component payable under the *Annual Holidays Act 1944*.

Classification	Hourly Rate
Cleaner (Shift)	

Full-time -

	Weekday \$	Saturday \$	Sunday \$	Public Holiday \$
Day Shift	11.45	17.17	22.90	28.63
Afternoon Shift	13.16	17.17	22.90	28.63
Night Shift	14.88	17.17	22.90	28.63

Casual (shift)-

Day Shift	14.19	21.28	28.38	35.47
Afternoon Shift	16.32	21.28	28.38	35.47
Night Shift	18.45	21.28	28.38	35.47

Leading Hand Allowance - A cleaner placed in charge of other cleaners shall be paid the following rates in addition to the relevant hourly rate of pay set out above:

	Per Week (38 Hours) \$	Per Hour \$
1 - 5 Employees	19.78	0.52
6 - 10 Employees	22.45	0.59

4. **Cafe Staff** - The following weekly rates of pay shall be the minimum rate of pay for a 38-hour week for cafe staff as defined in clause 8:

Classification	Weekly Rate
----------------	-------------

	\$
Grade 5	420.30
Grade 4	437.30
Grade 3	462.90
Grade 2	481.60
Grade 1	556.60

5. First-aid Allowance - \$10.02 per week.

***N.B.** The weekly rates contained herein have a \$10.00 per week component to fully compensate employees in regard to all aspects of air assisted driving associated with these functions.

4. This variation shall take effect from the first full pay period to commence on or after 27 July 2001.

R. J. PETERSON, *J.*

Printed by the authority of the Industrial Registrar.

(578)

SERIAL C0532**ROCK AND ORE MILLING AND REFINING (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 5044 of 2001)

Before Mr Deputy President Sams

3 August 2001

VARIATION

1. Delete subclauses (vii), (viii), (ix) and (x) of clause 3, Wages, of the award published 11 September 1998 (306 I.G. 610), as varied, and insert in lieu thereof the following:
 - (vii) The rates of pay in this award include the adjustments payable under the State Wage Case 2001. These adjustments may be offset against:
 - (A) any equivalent overaward payments, and/or
 - (B) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Base Rate \$	May 2001 SWC \$	Total Rate of Pay \$
Production Operator Level 1 (83%)	421.30	13.00	434.30
Production Operator Level 2 (89.9%)	450.10	13.00	463.10
Production Operator Level 3 (92.4%)	460.50	13.00	473.50
Team Leader	492.20	15.00	507.20

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	Existing Amount \$	Amount \$
1	3(i)	Disability Allowance	34.20	35.20
2	3(ii)	Shift Workers on day, afternoon and	7.20	7.40

		night shifts		
3	3(iii)	Shift Workers on permanent afternoon or night shifts	8.95	9.20
4	3(v)	Leading Hands	3.70	3.80
5	4(iii)	Overtime - Meal Allowance	7.30	8.10
6	13(ii)	First Aid	1.60 per day or shift	1.65 per day or shift

Note: These allowances are contemporary for expense related allowances as at 30 March 2001 and for work related allowance are inclusive of adjustments in accordance with the May 2001 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect on and from the beginning of the first pay period to commence on or after 28 October 2001 and remain in force thereafter for a period of twelve months.

P. J. SAMS, *D.P.*

Printed by the authority of the Industrial Registrar.

(1293)

SERIAL C0565

MIRROR AND TELEGRAPH PUBLICATIONS CLERICAL AWARD 2000

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Federated Clerks' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 4205 of 2001)

Before Mr Deputy President Sams

12 and 17 July 2001

VARIATION

1. Delete clause 5, Rates of Pay - Permanent Employees of the award published 6 October 2000 (319 I.G. 173), as varied, and insert in lieu thereof the following:

5. Rates of Pay - Permanent Employees

- (i) Adult Rates -

Grade	Former Rate \$	SWC 2001 \$	Weekly Rate \$
Grade 1	\$514.50	15.00	529.50
Grade 2	\$551.30	15.00	566.30
Grade 3	\$604.90	17.00	621.90
Grade 4	\$631.70	17.00	648.70
Grade 5	\$685.10	17.00	702.10

- (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2001. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete clause 10, Night and Afternoon Work, and insert in lieu thereof the following:

10. Night and Afternoon Work

- (i) Employees required to work at night shall, in addition to their ordinary rates of pay be paid \$86.00 per week or \$17.20 per shift. For the purposes of this clause "Night Work" shall mean any shift more than one-half of which is performed between the hours of 6.00 pm and 6.00 am daily.
- (ii) Employees required to commence work prior to 8.00 am shall be paid \$43.50 per week or \$8.70 per shift and employees required to cease work after 6.00 pm shall be paid \$74.10 per week or \$14.80 per shift in addition to their ordinary rates of pay. This subclause shall not apply to employees entitled to payments pursuant to subclause (i) of this clause.

- (iii) The extra rates prescribed by this clause are not to be included as part of the ordinary rate of pay for the purpose of overtime calculation.
3. Delete subclause (i) of clause 15, Meal Allowance, and insert in lieu thereof the following:
- (i) An employee required to work one hour overtime or longer shall be paid \$9.70 meal money in addition to overtime pay; provided that where overtime worked continues for more than 4 hours, an employee shall receive a further meal allowance of \$9.70.
4. Delete subclauses (iii) and (iv) of clause 16, Travelling Expenses, and insert in lieu thereof the following:
- (iii) Any employee required to provide a motor car shall be paid extra per week:

	Per Week \$
For a vehicle 1500cc and under	78.40
For a vehicle over 1500cc	96.90

- (iv) Where an employee is required to use his or her motor car by his or her employer on a casual or incidental basis, he or she shall be paid an amount of 53 cents per kilometre travelled, during such use. This payment will only apply when 16 (iii) is not paid.
5. This variation shall take effect from the first pay period to commence on or after 2 August 2001 and remain in force for a period of twelve months thereafter.

P. J. SAMS, *D.P.*

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(120)

SERIAL C0568

THE SYDNEY MORNING HERALD CLASSIFIED ADVERTISING CALL CENTRE ENTERPRISE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Federated Clerks' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 4204 of 2001)

Before Mr Deputy President Sams

12 July 2001

VARIATION

1. Delete paragraphs (ii) and (iv) of subclause (a), Basic Salary, of clause 6, Remuneration, of the award published 27 October 2000 (319 I.G.792), as varied, and insert in lieu thereof.
- (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2001. These adjustments may be offset against:
 - (A) any equivalent overaward payments; and/or
 - (B) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
- (iv) **Classified Call Centre**

Level	Relativity	Pre SWC 2001 \$	SWC 2001 \$	Total Base Rate \$	Classified Call Centre Sales Stream	Customer Service Stream
5	112.50%	Weekly: 664.50 Part-time(p.hr.):17.48 Casual(p.hr.):20.97	17.00	681.50 17.93 21.51	Incoming plus any 4 of Customer Service, Validity, Retail, Canvassing, Switch	Customer Service D
4	110%	Weekly : 650.00 Part-time (p.hr.):17.10 Casual (p.hr): 20.52	17.00	667.00 17.55 21.06	Incoming plus Canvassing or Incoming plus any 2 of Customer Service, Validity, Retail, Switch	Customer Service C
3	107.50%	Weekly: 635.60 Part-time (p.hr): 16.72 Casual (p.hr) : 20.06	17.00	652.60 17.17 20.60	Incoming plus any one Customer Service, Validity, Retail, Switch	Customer Service B
2	105%	Weekly: 621.20 Part-time (p.hr): 16.34 Casual: (p.hr) 19.60	17.00	638.20 16.79 20.14	Incoming	Customer Service A
1	100%	Weekly: 592.30 Part-time (p.hr): 15.58 Casual (p.hr): 18.69	17.00	609.30 16.03 19.23	Validity checking	N/A
Trainee	95%	Weekly : 563.40 Part-time (p.hr): 14.82	15.00	578.40 15.22	Not yet trained	Not yet trained

		Casual (p.hr): 17.78		18.26		
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Progression Rules -

Classified Call Centre Sales Stream

Progression in this stream is based on attainment of competencies in the Classified Call Centre Sales Skill Functions as described in Schedule A.

Customer Service Stream

Progression in this stream is based on an annual Performance Review based on factors such as SII Competency, Admarc Competency, Negotiation Skills, Accuracy and Customer Relations Skills.

Preference for Skill Training

Training opportunities shall be allocated in accordance with the following priorities:

- 1 Full-time employees
- 2 Part-time employees
- 3 Casual employees

Note: See Schedule B

2. Delete subclause (f) of the said clause 6 and insert in lieu thereof:

f) Shift Allowances

(i) Night Shift

"Night Work" will mean any shift where more than one-half is performed between the hours of 6.00 p.m. and 6.00 a.m. daily. If employees are required to undertake night work, a night shift payment of \$2.2828 for each hour worked in the shift will be made. For example, an employee that works a four hour shift that attracts a night shift allowance will be paid an additional \$9.12. A night shift allowance will not exceed \$22.82 per day, which is paid for a 10 hour shift.

(ii) Early Start

If employees are required to commence work prior to 8.00 a.m. an early start payment of \$1.1514 for each hour worked in the shift will be made. For example, an employee that works a six hour shift that starts at 7.00 a.m. will be paid an additional \$6.90. An early start allowance will not exceed \$11.50 per day, which is paid for a 10 hour shift.

(iii) Late Finish

If employees are required to cease work after 6.00 p.m. a late finish payment of \$1.9419 for each hour worked will be made. For example, an employee that works an eight hour shift that finishes at 7.00 p.m. will be paid an additional \$15.53. A late finish allowance will not exceed \$19.41 per day, which is paid for a 10 hour shift.

Early start and late finish allowances shall not apply if the employee is entitled to a night shift payment. Shift allowances are not to be included as part of the overtime calculation.

3. Delete the subclause (h) of clause 6 and insert in lieu thereof the following.

h) Travelling Expenses

All reasonable expenses incurred on company business will be paid. Each claim is to be supported by a receipt.

Overtime will be paid for travelling on company business outside ordinary working hours which is in excess of the time normally occupied by travelling between home and the office.

Where employees are required to use their motor car by the company on a casual or incidental basis, they shall be paid an amount of 0.53 cents per kilometre travelled, during such use.

4. This variation shall take effect from the first full pay period to commence on or after 3 August 2001.

P. J. SAMS, *D.P.*

Printed by the authority of the Industrial Registrar.

(389)

SERIAL C0537**ICE CREAM MAKERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 4872 of 2001)

Before Commissioner McLeay

30 July 2001

VARIATION

1. Delete clause 7, State Wage Case Adjustments, of the award published 21 September 2001 (327 I.G. 1037), and insert in lieu thereof the following:

7. State Wage Case Adjustments

The rates of pay in this Award include the adjustments payable under the State Wage Case 2001. Those adjustments may be offset against:

- (a) any equivalent overaward payments; and / or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	SWC May 2001 \$	Wage Total per week \$
Ice Cream Productions Assistant - General Hand	13.00	419.80
Packer	13.00	419.80
Ice Cream Manufacturer Grade 1 - Stretchwrap operator / forklift operator	13.00	436.00
Trainee Operator	13.00	428.80
Other Operator	13.00	428.80
Ice Cream Manufacturer Grade 2 - Operator auto filler	13.00	443.30
Operator manual filler	13.00	436.00
Assistant ice cream mixer	13.00	433.90
Ice Cream Manufacturer Grade 3 - Ice Cream Mixer	13.00	454.70
Operator moulding and freezing	13.00	451.30
Cake decorator	13.00	451.30

Junior Employees

Classification	SWC May 2001 \$	New total rate per week \$
Under 17 years of age	5.60	191.50
At 17 and under 18 years of age	6.60	226.70
At 18 years of age		Adult Rate

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$ per week
1		Leading Hands - Leading hands shall, in addition to their appropriate rate of pay, be paid the following amounts: In charge of two and up to five employees inclusive In charge of six and up to ten employees inclusive In charge of more than ten employees	 18.80 23.80 27.40
2		Casual employees - Casual employees shall be paid one-fortieth of the appropriate weekly wage, plus 20 per cent thereof per hour.	
3	12	Meal Allowance	9.73 per occasion
4	28	First-aid Allowance	10.00 per week
5	15(ii)	Laundry Allowance	15.85 per week
6	5(iii)(e)	Shift Allowance	13.50 per shift

3. This variation shall come into effect on the first full pay period to commence on or after 1 August 2001.

J. McLeay, *Commissioner*

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GLASS MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 3881 of 2001)

Before Commissioner Cambridge

6 July and 10 August 2001

VARIATION

1. Delete clause 4, Arbitrated Safety Net Adjustment, of the award published 22 June 2001 (325 I.G. 719), and insert in lieu thereof the following:

4. Arbitrated Safety Net Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Cases of May 2001. These adjustments may be offset against:

- (A) any equivalent overaward payments; and/or
 - (B) award wage increases since 29 May 1991, other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Base Rate per week \$	SWC May 2001 \$	Total Rate Per week \$
Plant Assistant	425.60	13.00	438.60
Process Assistant	431.70	13.00	444.70
Melt Operator -			
(a) as defined	437.60	13.00	450.60
(b) as defined	451.30	13.00	464.30
Glass Maker	463.50	13.00	476.50
Machine Attendant -			
(a) as defined	431.70	13.00	444.70
(b) as defined	451.30	13.00	464.30
Ware Maker	498.70	15.00	513.70
Ware Handler	437.60	13.00	450.60
Mobile Handler -			
(a) as defined	437.60	13.00	450.60
(b) as defined	450.60	13.00	463.60
Goods Handler	460.30	13.00	473.30
Store Attendant	437.60	13.00	450.60
Verifier	449.10	13.00	462.10

Artisan	449.10	13.00	462.10
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Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Existing Allowance \$	Total Amount \$
1	3(iii)(a)	Leading Hand	27.35	28.10
	3(iii)(b)	Section Leader	12.80	13.20
	3(iii)(c)	Charge Hand	23.30	24.00
2	3(iv)	Casual Employees	20%	20%
3	3(v)	Additional Rates - 6 months	10.35	10.65 per week
3		12 months	11.25	11.60 per week
3		18 months	11.75	12.10 per week
4	3(vi)	Metrology	10.95	11.30
5	3 (vii)	Settler Down	12.80	13.20
6	5(A)	Soda Ash	1.07	1.10 per hour
7	5(B)	Boiler Firing	0.60	0.62 per hour
8	5(C)	Raw Materials	0.41	0.42 per hour
9	5(D)	Skimming and Floater Set	1.55	1.60 per hour
10	5(E)	Furnace Repair	8.46	8.71 per hour
11	5(I)	Jack Bolt Tensioner	4.57	4.71 per hour
12	5(G)	Loading/Unloading	4.57	4.71 per hour
13	15(J)	Meal Allowance	8.25	9.20
14	23	Motor Vehicle Allowance	0.46	0.48 per km
15	24	First-aid	2.25	2.30 per shift

"Note": These allowances are contemporary for expense related allowances as at 30 March 2001 and for work related allowances are inclusive of adjustment in accordance with the May 2001 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period commencing on or after 26 July 2001.

I. W. CAMBRIDGE, *Commissioner*.

Printed by the authority of the Industrial Registrar.

GRADUATE - AT - LAW (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Federated Clerks' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 4015 of 2001)

Before Commissioner O'Neill

28 June 2001

VARIATION

1. Delete subclause (ii) of clause 3, Salary, of the award published 16 June 2000 (316 I.G. 552), as varied, and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2001. These adjustments may be offset against:
 - (A) any equivalent overaward payments; and/or
 - (B) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wages

Classification	Former Rate \$	SWC 2001 \$	Total Rate Per Annum \$
Graduate-at-Law	21,979.50	678.60	22,658.10

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 10 August 2001.

B. W. O'NEILL, *Commissioner*

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BISCUIT AND CAKE MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5073 of 2001)

Before Mr Deputy President Grayson

21 August 2001

VARIATION

1. Delete paragraph (b) of subclause (iv) of clause 17, Wages, of the award made 3 April 2001, and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2001. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 — Minimum Award Wage Rates, and Table 2 — Other Rates and Allowances, of Appendix A — Wage Rates and Allowances, and insert in lieu thereof the following:

Table 1 — Minimum Award Wage Rates

Adult Employees - Classification	Former Award Rate (per week) 26 October 2000 \$	Minimum Award Wage Rate (per week) 26 October 2001 \$
Baker	442.00	455.00
Secondary Processing Operator - Grade 1	442.00	455.00
Automatic Packaging Machinist	435.90	448.90
Dough Mixer and Syrup Maker	435.70	448.70
Secondary processing Operator - Grade 2	435.70	448.70
Biscuit Forming Machine Operator - Grade 1	435.70	448.70
Wafer Makers	433.50	446.50
Storeperson	429.40	442.40
Biscuit Forming Machine Operator - Grade 2	429.40	442.40
Stackerperson	428.30	441.30
Brakesperson	427.80	440.80
Truck Stacker	424.60	437.60
Other Mixer	424.40	437.40
Secondary Processing Operator - Grade 3	424.30	437.30
Biscuit Forming Machine Operator - Grade 3	424.30	437.30
Oven Serviceperson	423.70	436.70
Assistant Mixer	420.70	433.70
Platform Hand, 1 st Class	420.70	433.70
Automatic Packaging Machine Operator	420.30	433.30
Depot Hand	420.10	433.10
Tea Attendant	417.30	430.30
Packer (Delivery)	416.70	429.70
Platform Hand	416.10	429.10
Line Hand	416.10	429.10
Checker	415.50	428.50

General Hand	415.20	428.20
Packer	411.90	424.90
Tin Washer	411.60	424.60
Fixer	411.60	424.60
Other Employees	411.60	424.60

Table 2 — Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount Per Week \$
1	17(i)(b)	Leading Hands -	
		In charge of up to 10 employees	15.55
		In charge of more than 10 employees and not more than 20 employees	26.00
		In charge of more than 20 employees	33.50
2	17(i)(c)	Line Hands	5.75
3	20(vi)	Tea Money	8.60
4	23	Laundry Allowance	6.90

3. This variation shall take effect from the first pay period to commencing on or after 26 October 2001.

J. P. GRAYSON, *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL

C0794

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

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA01/287 - Sara Lee Coffee and Tea (Australia) Enterprise Agreement 2001-2003
Made Between: Sara Lee Coffee & Tea (Australia) Pty Ltd -&- National Union of Workers, New South Wales Branch.
New/Variation: New.
Approval and Commencement Date: Approved 7 September 2001 and commenced 1 July 2001.
Description of Employees: Applies to all employees of the company whose work is or is in connection with the manufacture and warehousing at 18 Forester Street, Kingsgrove.
Nominal Term: 24 months.

EA01/288 - Orange City Council Parks Maintenance Enterprise Agreement
Made Between: Orange City Council -&- Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division.
New/Variation: New.
Approval and Commencement Date: Approved and commenced 12 September 2001.
Description of Employees: Applies to staff engaged in the maintenance and construction of parks & sports fields for Orange City Council.
Nominal Term: 36 months.

EA01/289 - Newsound Pacific (Aust) Pty Ltd - Fire Detection/EWIS System Contracting Division Electricians Sydney Enterprise Bargaining Agreement 2001
Made Between: Newsound Pacific (Aust) Pty Ltd -&- Electrical Trades Union of Australia, New South Wales Branch.
New/Variation: New.
Approval and Commencement Date: Approved and commenced 7 September 2001.
Description of Employees: Applies to all employees engaged pursuant to the Electrical, Electronic and Communications Contracting Industry (State) Award and who are engaged upon construction work within the boundaries of South Wollongong, Katoomba and Gosford.
Nominal Term: 12 months.

EA01/290 - Superior Fire Systems Enterprise Agreement 2000-2002
Made Between: Electrical Trades Union of Australia, New South Wales Branch -&- Superior Fire Services Pty Ltd.
New/Variation: New. Replaces EA98/104.

Approval and Commencement Date: Approved and commenced 7 September 2001.

Description of Employees: Employees engaged pursuant to the Electrical Contracting Industry (State) Award who are engaged upon construction work within the County of Cumberland.

Nominal Term: 12 months.

EA01/291 - Charm Enterprises Electrical Construction Enterprise Agreement 2000

Made Between: Charm Enterprises Pty Ltd -&- Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 7 September 2001.

Description of Employees: Employees engaged pursuant to the Electrical Contracting Industry (State) Award who are engaged upon construction work within the County of Cumberland.

Nominal Term: 12 months.

EA01/292 - Bankstown Personnel Pty Ltd Enterprise Agreement 2000

Made Between: Bankstown Personnel Pty Limited -&- Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 30 August 2001.

Description of Employees: Applies to all employees engaged pursuant to the Electrical Electronic and Communications Contracting industry (State) Award within the state of NSW.

Nominal Term: 13 months.

EA01/293 - Jayonn Industries Electrical Construction Enterprise Agreement 2000

Made Between: Jayonn Industries Pty Ltd -&- Electrical Trades Union of Australia, New South Wales Branch

New/Variation: New.

Approval and Commencement Date: Approved and commenced 7 September 2001.

Description of Employees: Applies to all employees engaged pursuant to the Electrical Electronic and Communication Contracting Industry (State) Award 1992 and who are engaged upon construction work within the Country of Cumberland.

Nominal Term: 12 months.

EA01/294 - Orange City Council Civic Square Enterprise Agreement 2001-2004

Made Between: Robert Neil Absolon -&- Glen David Amies, Melissa Jane Aylward, Stephen Charles Basha, Wayne Robert Beatty, John Charles Benton, Grant Anthony Blizzard, Timothy Gerard Bonser, John James Boyd, David Leslie Broom, Michelle Kaye Clifford, Colin John Corben, Brian Dennis Corby, Tammie Louise Cubbin, Gail Denise Darley, Ian Maxwell Davidson, Wayne Graham Davis, Jennifer Lynne Derrick, Desmond Neil Dickson, Ron Dover, Matthew Vernon Duncombe, Robin David Edwards, William Fairgrieve, Kerrie Anne Ferguson, Kelvin John Gardiner, Lynette Sue Gough, M Gregory, Geoffrey John Hamilton, Dennis

Alfred Hines, Beverley Ann Hiney, Nigel Adam Hobden, Anne Hopwood, Maureen Anne Horth, Allan Stanley Johnston, Christine Maree Johnston, Rodney Thomas Keevil, John Francis Kennedy, John Ivan Kich, Marc Kiho, Carolyn Anne Kind, Melissa Nicole Markwort, John Thomas Marshall, Patrick James McDonald, Linda Gaye McFadden, Michael Leon McFadden, Eva McGarr-Kalinowski, Kay Stella McNamara, Wendy Jean Miller, William John Miller, Nerida Susan Mills, Douglas Vandervalk Moore, Margaret Anne Morgan, Ronald Bruce Nalder, Heather Jean Nicholls, Nicole Maree Noble, Orange City Council, Rosemary Anne Parker, Wayne Maurice Penrose, Geoffrey John Porter, Kenneth Bruce Pratt, Rosemary Reid, Allan Brian Renike, Annette Rae Richards, Jan Elizabeth Richards, Andrew James Saunders, Therese Maree Schmich, Cheryl Lynette Sharwood, Donna Leanne Sims, Andrew James Sloan, Nathan Alan Smith, Roger Anthony Smith, Christine Elfriede Stanger, Kevin Swain, Sharon Margaret Szaszgow, The Environmental Health and Building Surveyors' Association of New South Wales, The Local Government Engineers' Association of New South Wales, Alison Gracie Thorn, Michael James Thorpe, Andrew Arthur Wannan, Kent Edwin White, John Randell Williamson.,

New/Variation: New. Replaces EA00/262.

Approval and Commencement Date: Approved and commenced 24 September 2001.

Description of Employees: Applies to all employees employed at the Civic Square, located in Byng Street Orange, which includes staff in the following, occupations; Secretary, Administrative Officer, Clerk, Health and Building Surveyor, Engineer, Accountant, Computer Operator, Ordinance Inspector, Planner and Manager.

Nominal Term: 36 months.

EA01/295 - Brambles Cleanaway Northern NSW - Coffs Harbour Depot Enterprise Agreement 2001

Made Between: Brambles Australia Limited t/as Cleanaway -&- Transport Workers' Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 21 August 2001 and commenced 11 February 2001.

Description of Employees: Applies to all employees engaged at the company's depot at Lot 2 Englands Rd, Coffs Harbour.

Nominal Term: 36 months.

EA01/296 - CSR Limited - Horsley Park Maintenance Enterprise Agreement

Made Between: CSR Limited -&- The Australian Workers' Union, New South Wales.

New/Variation: New. Replaces EA99/207

Approval and Commencement Date: Approved 4 September 2001 and commenced 4 July 2001.

Description of Employees: Applies to all permanent maintenance employees of the Horsley Park site.

Nominal Term: 24 months.

EA01/297 - Liverpool Women's Health Centre Inc Enterprise Agreement 2001

Made Between: Australian Services Union of N.S.W. -&- Liverpool Women's Health Centre Inc.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 21 September 2001.

Description of Employees: Applies to all permanent staff engaged pursuant to the Social and Community

Services Employees (State) Award.

Nominal Term: 12 months.

**EA01/298 - Perisher Blue Pty Ltd and The Australian Rail Tram and Bus Industry Union,
New South Wales**

Made Between: Perisher Blue Pty Limited -&- The Australian Rail, Tram and Bus Industry Union, New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 1 July 2001 and commenced 1 April 2001.

Description of Employees: Applies to the following classifications Train Driver, Track Inspector, Railway Maintenance Labourer, General Labourer and Gardener.

Nominal Term: 12 months.

EA01/299 - Cowra Abattoir Mutton Slaughterfloor Enterprise Agreement 2001

Made Between: Cowra Abattoir Ltd -&- The Australasian Meat Industry Employees' Union, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 21 September 2001.

Description of Employees: Applies to the following occupations: Mutton Floor Slaughterman, Labourers, Chillerhands, Offal Room and Stockperson.

Nominal Term: 12 months.

EA01/300 - M. Collins & Sons (Contractors) Pty Ltd (Mechanical Fitters) Enterprise Agreement

Made Between: M Collins & Sons (Contractors) Pty Ltd -&- Paul Reyntjes, Geoffrey Robinson.

New/Variation: New. Replaces EA97/97.

Approval and Commencement Date: Approved and commenced 8 October 2001.

Description of Employees: Applies to all employees engaged as mechanics.

Nominal Term: 12 months.