



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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(376)

SERIAL C0545

PRIVATE MEDICAL IMAGING & RADIATION TECHNOLOGY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1210 of 2001)

Before Mr Deputy President Grayson

25 July 2001

REVIEWED AWARD

PART A

1. TITLE

- 1.0 This award will be referred to as the Private Medical Imaging & Radiation Technology (State) Award.

2. PARTIES

- 2.1 This award will be binding upon The Health and Research Employees' Association of New South Wales (the union) and its officers and members in respect of work done by employees of the employers employed in the Classifications set out in Clause 6 - Classifications and Rates of Pay, not covered by the Health Services Union of Australia (Private Medical Imaging & Radiation Technology) Award 1998, of the Australian Industrial Relations Commission made on 30 November 1998, and all variations thereof.
- 2.2 Notwithstanding subclause 2.1, this award will not apply to any employee whose gross earnings exceed the sum of \$75,200 per annum.

3. ARRANGEMENT

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PART B - MONETARY AMOUNTS

PART C - WORK LEVEL STATEMENTS

4. DEFINITIONS

- 4.1 "Casual" means an employee who:
- 4.1.1 Is one engaged on an hourly basis other than as a permanent part-time employee or full-time employee or job share employee.
- 4.1.2 May be engaged in the following circumstances:
- * for periods where there is a need to supplement the workforce arising from fluctuations in the needs of the facility; or
 - * In the place of another employee who is absent; or
 - * In an emergency.
- 4.2 "Job Share employee" means a part-time employee who shares a full-time position.
- 4.3 "Medical Typist/Receptionist" means where the principal function of the employment, as determined by the employer, is of a clerical or administrative nature and is described in the following levels.
- 4.4 "Medical Typist/Receptionist - Levels 1 to 5" means:
- 4.4.1 Level 1 - At this level the choice of actions required is clear. The employee applies knowledge and skills to a limited range of tasks. Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion. The employee may work under direct supervision with regular checking of progress.
- 4.4.2 Level 2 - At this level the choice of actions required is usually clear, with limited complexity in the choice. The employee applies knowledge and skills to a range of tasks. Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision-making. The employee may work under routine supervision with intermittent checking.
- 4.4.3 Level 3 - At this level usually work will be performed within routines, methods and procedures where some discretion and judgment is required. The employee may be responsible for the work of others and may be required to co-ordinate such work. Employee applies knowledge with depth in some areas and a broad range of skills. The employee may work under limited supervision with checking related to overall progress.
- 4.4.4 Level 4 - At this level applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be

complex. Responsibility for the organisation of the work of others may be involved. Competencies are usually applied within routines, methods and procedures where discretion and judgment is required, for both self and others. The employee may be required to work without supervision, with general guidance on progress and outcomes sought.

- 4.4.5 Level 5 - At this level the employee applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. An employee at this level applies knowledge and skills independently and non-routinely. Judgment and initiative are required. The employee may receive assistance with specific problems. The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- 4.5 "Medical Imaging & Radiation Technologist" means Radiographer, Nuclear Medicine Technologists, Radiotherapists, Ultrasonographer.
- 4.6 "Medical Imaging & Radiation Technologists - Levels 1 to 6" means:
- 4.6.1 Level 1 - Professional Development Year - A person appointed at this level would have completed training at a tertiary institution or be accredited as a radiographer or nuclear medicine technologist or radiotherapist by a relevant body in the appropriate jurisdiction. This is the first year of work after completion of studies and it forms part of final assessment. Employees at this level may be competent in performing routine procedures but would require on the job training and supervision in all aspects of workflow, work quality and administrative tasks. A licence in the appropriate jurisdiction must be held.
- 4.6.2 Level 2 - A person appointed to this level will have completed training in his/her Professional Development Year and is competent in performing routine procedures. Employees at this level require further on-the-job training relative to some examinations or procedures performed infrequently. Although persons at this level are under general instruction from their immediate supervisor, they are expected to have begun managing their workflow and work quality, be aware of the importance of patient satisfaction, and will liaise productively with other members of staff. It is anticipated that a person at this level may have begun training in subspecialties.
- 4.6.2.1 Level 2.1 - Ultrasound - A person at this level who has begun training in ultrasound, as a Radiographer or Nuclear Medicine Technologist will be undertaking training to perform routine ultrasound procedures. Such training will include on-the-job instruction in technique and protocols by the employer in relation to these tasks and will require constant supervision of the employee. It is envisaged that when the employee commences training at this level he/she may not yet be enrolled in the Diploma of Medical Ultrasound (DMU) or equivalent tertiary studies, however, he/she will be expected to work towards this qualification.
- 4.6.2.2 Level 2.2 - Magnetic Resonance Imaging (MRI) - A person at this level who has begun training in MRI would be a Radiographer who is training to perform routine procedures in this subspecialty. Such employee will require on the job instruction in technique and protocols by the employer in relation to these tasks and will require constant supervision. It is envisaged that when the employee begins training at this level he/she may not be enrolled in post-graduate tertiary studies but should enrol in the Australian Institute of Radiographers (AIR) accreditation program and begin working towards Level 1 Accreditation as a matter of course.
- 4.6.3 Level 3 - A person appointed to this level would be an experienced employee who would be required to work under only general directions from their supervisor and be capable of performing complex and difficult examinations. Such employee will effectively manage examination quality of routine procedures, workflow and patient satisfaction and will liaise effectively with all other staff members. A person at this level may be training in subspecialties.
- 4.6.3.1 Level 3.1 - Ultrasound - A person at this level, training in ultrasound, should have commenced the Diploma of Medical Ultrasound (DMU) or the first year of

equivalent tertiary studies or be registered in the appropriate jurisdiction as a qualified sonographer. The employee will be working towards managing examination quality of routine ultrasound procedures, workflow and patient satisfaction and will work under general directions from his/her supervisor. Such employee will also demonstrate a willingness to learn and perform more complex and difficult techniques and procedures under the supervision of appropriately qualified staff and will work with relevant personnel to ensure compliance with ultrasound accreditation processes for the practice.

4.6.3.2 Level 3.2 - Magnetic Resonance Imaging (MRI) - A person at this level, training in MRI, should have commenced their Master of Health Science program or a program of equivalent tertiary studies in MRI. An employee at this level may have attained Level 1 accreditation in MRI from the Australian Institute of Radiographers (AIR) or be working towards this level. The employee should be working towards managing examination quality of routine MRI procedures, workflow and patient satisfaction and will work under general directions from his/her supervisor. Such employee will also demonstrate a willingness to learn and perform more complex and difficult techniques and procedures under the supervision of appropriately qualified staff and will work with relevant personnel to ensure compliance with the MRI accreditation processes for the practice.

4.6.4. Level 4 - A person appointed to this level may be in charge of a section of a large, multi-modality practice. It is envisaged that a person at this level would have been trained in areas of subspecialisation. An employee at this level will usually be required to supervise examinations performed by less experienced staff while, as a senior staff member, would be required to assist in the administrative functions of the practice and provide relief cover when necessary. Such employee will work co-operatively and productively with all other members of staff.

4.6.4.1 Level 4.1 - Ultrasound - A person at this level, trained in ultrasound, should have successfully completed their Diploma of Medical Ultrasound (DMU) or equivalent tertiary studies or be registered in the appropriate jurisdiction as a qualified sonographer. Such employee will effectively manage examination quality of all ultrasound examinations including more complex and less frequently performed examinations, workflow and patient satisfaction and will work under general instructions from their supervisor in these areas. It is expected that such employee will work with relevant personnel to ensure compliance with the ultrasound accreditation processes for the practice.

4.6.4.2 Level 4.2 - Magnetic Resonance Imaging (MRI) - A person at this level, trained in MRI, should have successfully completed his/her Master of Health Science program or equivalent tertiary studies in MRI as well as the Certificate of Specialisation in MRI. Person's at this level should be accredited with the Australian Institute of Radiographers (AIR) at Level 1 and be working towards Level 2 accreditation. Employees will effectively manage examination quality of all MRI examinations, workflow and patient satisfaction and will work under general instructions from their supervisor in these areas. They will work with relevant personnel to ensure compliance with the MRI accreditation process for the practice.

4.6.5 Level 5 - A person appointed to this level will be in charge of a section of a large, multi-modality practice or in charge of a smaller practice. A person at this level will be required to supervise examinations performed by less experienced staff. Such employee would be required to assist in the administrative functions of the practice and in planning the workload and throughput of the practice. The employee may receive direction from the Chief Radiographer or Chief Nuclear Medicine Technician, where appointed, or directly from the radiologist/physician or manager supervising the practice. Such employee will work co-operatively and productively with all other members of staff. It is a requirement that such employee would have the necessary experience and qualifications to effectively manage his/her section or the practice.

4.6.5.1 Level 5.1 - Ultrasound - A person at this level, trained in ultrasound, will have successfully completed their Diploma of Medical Ultrasound (DMU), or equivalent tertiary studies, or be registered in the appropriate jurisdiction as a qualified sonographer. The employee will supervise staff training in ultrasound and be experienced in and have demonstrated competence in all areas of ultrasound. The employee may receive direction from the Chief Radiographer, where appointed, or directly from the radiologist/physician or manager supervising the practice. Such employee will assist in administrative tasks in ultrasound and in planning of the rosters, workload and productivity of ultrasound staff. The employee will ensure patient satisfaction and examination quality of their work and that of any staff member supervised and will work co-operatively and productively with all other members of staff. Such employee will ensure that documents necessary for the continuance of the practice's ultrasound accreditation are maintained and kept up-to-date.

4.6.5.2 Level 5.2 - Magnetic Resonance Imaging (MRI) - A person at this level, trained in MRI, will have successfully completed their Masters in Health Science with a Certificate of Specialisation in MRI or equivalent tertiary studies and be an experienced senior MRI operator. A person at this level will also be accredited with the Australian Institute of Radiographers (AIR) at Level 2. Such employee will supervise staff training in MRI and be experienced in and have demonstrated competence in all areas of MRI. He/she may receive direction from the Chief Radiographer, where appointed, or directly from the radiologist/physician or manager supervising the practice. The employee will assist in administrative tasks in MRI and in planning of the rosters, workload and productivity of the MRI staff and will ensure patient satisfaction and examination quality of his/her work and that of any staff member supervised. Such employee will work co-operatively and productively with all other members of staff; will take responsibility for the practice's MRI accreditation process; and will ensure that documents necessary for the continuance of the practice's MRI accreditation are kept up-to-date and that relevant testing procedures are carried out in a timely manner.

4.6.6 Level 6 - This is the level of the most senior employee in the practice who will be responsible directly to the radiologist/physician or manager supervising the practice. This level of employment is generally restricted to the larger multi-modality practice. An employee appointed to this level will supervise and be responsible for the work and productivity of all other members of staff, administrative functions of the practice, including accreditation and compliance requirements, and will be responsible for the effective management of patient throughput and the staff rosters. It is expected that such employee will possess the necessary qualifications and experience to manage any practice in the group including a large multi-modality practice.

- 4.7 "Nuclear Medicine Technologist" means a person appointed as such by the employer and who has obtained an appropriate qualification in nuclear medicine technology, which is recognised in New South Wales by the Creditation Board of ANZ Society of Nuclear Medicine or by the appropriate authorities elsewhere in Australia.
- 4.8 "Part-time" means an employee who is engaged as such and who is required to work less than an average of 152 ordinary hours per four-week period with a minimum start of two hours per rostered day.
- 4.9 "Practice" means the business entity and not the work locations.
- 4.10 "Radiographer" means a person appointed as such by the employer and who has obtained an appropriate qualification in radiography, which is recognised in New South Wales by the Australian Institute of Radiographers or by the appropriate authorities elsewhere in Australia.
- 4.11 "Radiotherapist" means a person appointed as such by the employer and who has obtained an appropriate qualification in radiotherapy, which is recognised in New South Wales by the Australian Institute of Radiology or by the appropriate authorities elsewhere in Australia.

- 4.12 "Technology Assistant" means an employee appointed to assist the Medical Imaging Technologists or others in the practice in the performance of their work.
- 4.13 "Ultrasonographer" means a person appointed as such by the employer and who has obtained an appropriate qualification in ultrasonography, which is recognised in New South Wales by the Australian Society of Ultrasound in Medicine or the Australian Sonographers Association by the appropriate authorities elsewhere in Australia.
- 4.14 "Union" means The Health and Research Employees' Association of New South Wales.

5. AREA, INCIDENCE AND DURATION

- 5.1 This award was made following a review undertaken under s.19 requirements of the *Industrial Relations Act* 1996. It will rescind and replace the Private Medical Imaging and Radiation Technology (State) Award-1998 published 4 February 2000 (313 IG 302) and all variations thereof.
- 5.2 This award will apply to employers and employees as set out in Clause 2, Parties, of this award, in the State of New South Wales, excluding the County of Yancowinna.
- 5.3 The award will take effect from the beginning of the first pay period to commence on or after 25 July 2001 and will remain in effect until 30 June 2003.

6. RATES OF PAY

- 6.1 Minimum rates of pay for the Classifications defined in this award are set out in Part B - Monetary Rates of this Award.
- 6.2 Exemption: Medical Typists / Receptionists

Except as to the provisions of Clause 9, Superannuation; clause 12, Redundancy; clause 15, Annual leave; clause 16, Annual leave loading; clause 17, Sick leave; clause 18, Personal/Carer's leave; clause 19, Bereavement leave; clause 20, Long service leave; clause 21, Public holidays; clause 22, Parental leave; clause 23, Jury Service; Clause 26, Anti-Discrimination; and clause 28 Without Prejudice; this award will not apply to full-time clerks who are in receipt of a wage in excess of 15% above the rate of pay for a Medical Typists Receptionist Grade 5. Provided that this exemption will not apply to an employee whose wage is in excess of 15% above the rate of pay for Grade 5, if such wage includes overtime payments.

Work Levels The indicative tasks for the levels of Medical Typists/ Receptionist are set out in Part C of this Award.

7. PAYMENT OF WAGES AND PARTICULARS OF SALARY

- 7.1 Wages and other payments earned during the pay period will be paid not more than three working days from the end of the pay period. An employer may pay in cash or by cheque or electronic transfer or other arrangement by agreement with the employee.
- 7.2 Depending on the employer's pay period, full-time employee will be paid weekly, fortnightly, four weekly, or monthly. Part-time or casual employees will be paid weekly or fortnightly.

8. ALLOWANCES - MEALS AND MOTOR VEHICLES

- 8.1 Meal Allowance

An employee who is required to work more than three hours after his or her rostered time finishes will be supplied with a meal or paid a meal allowance of \$14.00. A further meal or allowance will be supplied or paid on the completion of each additional four hours' overtime worked.

- 8.2 Motor Vehicle Allowance

Where an employee, by arrangement with the employer, provides his or her own vehicle for use in connection with the work the employee will be paid an allowance of \$0.51 cents per kilometre travelled in connection with work.

9. SUPERANNUATION

- 9.0 Superannuation is dealt with extensively by the legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

10. PART-TIME, JOB SHARE AND CASUAL EMPLOYMENT

10.1 Part-time

10.1.1 Part-time employees have full-time employee entitlements on a pro rata basis.

10.1.2 Part-time employees will be paid 1/38th of the rate of pay prescribed in Table 1 Part B Monetary Rates of this award for each hour worked.

10.1.3 Part-time employees may only be engaged on two or more starts per day if such arrangements are requested by the employee in writing. In case of difficulties the Union should be consulted.

10.2 Job Share

10.2.1 Job share employees have full-time employee entitlements on a pro rata basis.

10.2.2 For job share employees the ordinary hours of work for the full-time position will be in accordance with clause 24 - Hours. In terms of responsibility for organising the job share employee's coverage of work it shall, in the first instance, be the primary responsibility of the two job share employees to roster themselves so that they adequately cover the entire spread of hours.

10.2.3 Where this is not possible because of ill health or other unexpected emergency, the employer must be notified as soon as possible of the inability of the job share employees to cover the entire spread of hours.

10.3 Casual

10.3.1 Casual employees will be paid 1/38th of the rate of pay prescribed in Table 1 Part B Monetary Rates of this Award plus a loading of fifteen per cent for each hour worked with a minimum payment of two hours for each start.

10.3.2 Casual employees will be paid 1/12th of the ordinary rate as pro rata annual leave. Such payment will be made on the normal pay day of the employee.

10.3.3 Casual employees may be engaged by agreement on two or more starts per day.

11. PROBATIONARY EMPLOYMENT

- 11.1 Notwithstanding anything elsewhere contained in this award, an employer may employ an employee on a probationary basis.

- 11.2 The period of probation will be for an initial period of not more than three months provided that where considered by the employer to be justified, the initial probationary period may be extended by a further probationary period of not more than three months. An employee may not be employed on a probationary basis for a period exceeding six months.

- 11.3 Notwithstanding any provision contained elsewhere in this award, the employment of a probationary employee may be terminated by the employer or the employee upon the giving of one week's notice or the payment or forfeiture of one week's salary where such notice is not given.

12. REDUNDANCY

12.1 Application -

12.1.1 This clause shall apply in respect of full-time and part-time employees employed in the classifications specified in Table 1 of Part B of this Award.

12.1.2 In respect of employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of paragraph 12.1.

12.1.3 Notwithstanding anything contained elsewhere in this award, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

12.1.4 Notwithstanding anything contained elsewhere in this award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

12.2 Introduction of Change -

12.2.1. Employer's Duty to Notify

12.2.1.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.

12.2.1.2 Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

12.2.2 Employers Duty to Discuss Change

12.2.2.1 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 12.2.1 of this clause, the effects that 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.

12.2.2.2 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 12.2.1 of this clause.

- 12.2.2.3 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.

12.3 Redundancy -

12.3.1 Discussions Before Terminations

- 12.3.1.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to paragraph 12.2.1.1 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.
- 12.3.1.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph 12.3.1.1 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.
- 12.3.1.3 For the purposes of the discussions the employer shall, as soon as is 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.

12.4 Termination of Employment -

12.4.1 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", "program", "organisation" or "structure", in accordance with subclause 12.2.1.1 above.

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

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

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

12.4.2 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 12.2.1.1 above.

- 12.4.2.1 In order to terminate the employment of an employee who has been employed by the employer for the preceding 12 months, the employer shall give to the employee three months' notice of termination.
- 12.4.2.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and by part payment in lieu thereof.
- 12.4.2.3 The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts. Provided further that the right of the employer summarily to dismiss an employee shall not be prejudiced by the fact that the employee has given notice pursuant to this paragraph of the termination of employment.

12.4.3 Time Off During the Notice Period

- 12.4.3.1 During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- 12.4.3.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

For this purpose a statutory declaration will be sufficient

12.4.4 Employee Leaving During the Notice Period

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

12.4.5 Statement of Employment

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

12.4.6 Notice to Centrelink

Where a decision has been made to terminate the employment of 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.

12.4.7 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 Centrelink.

12.4.8 Transfer to Lower-paid Duties

Where an employee is transferred to lower-paid duties for reasons as set out in paragraph 12.2.1 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.

12.5 Severance Pay

12.5.1 Where the employment of an employee is to be terminated pursuant to subclause 12.4 of this clause, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

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

Years of Service	Entitlement - Under 45 years of age
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

12.5.1.2 Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

Years of Service	Entitlement - 45 years of age and over
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

12.5.1.3 "Week's" Pay' means the all-purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over-award payments, shift penalties and allowances provided for in accordance with this award.

12.5.2 Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph 12.5.1.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in paragraph 12.5.1 above will have on the employer.

12.5.3 Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph 12.5.1 above if the employer obtains acceptable alternative employment for an employee.

12.6 Saving Clause

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

12.7 Procedures Relating to Grievances

Grievances relating to individual employees will be dealt with in accordance with clause 27, Grievance and Industrial Dispute Procedures of this award.

13. TRANSMISSION OF BUSINESS

- 13.0 Where the business or part of the business is transmitted from one employer to another, an employee whose employment is transferred from one employer to the other at the time of the transmission will have the service with both employers deemed to be continuous. In this sub-clause transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

14. TERMINATION OF EMPLOYMENT

- 14.1 Employment, other than of a casual, will be terminated only by appropriate notice on either side or by the payment by the employer or forfeiture by the employee of wages in lieu of notice.

- 14.2 Notice of termination:

Period of continuous service	Minimum period of Notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 14.3 Employees with at least two years' service aged 45 or older will be given an additional one-week's notice.

- 14.4 Casuals are to be given and will give notice to the end of the current shift worked.

- 14.5 The employer may dismiss an employee at any time for misconduct or wilful disobedience without notice. Payment is up to the time of dismissal only. Serious misconduct is where it would be unreasonable to require the employer to continue the employment during the notice period.

- 14.6 The employer will give the employee a statement signed by the employer stating the period of employment and when the employment was terminated if the employee requests.

15. ANNUAL LEAVE

- 15.1 All full-time, part-time and job share employees will be entitled to four weeks' annual leave after twelve months' continuous service.
- 15.2 Employers will give employees three months' notice where practicable and in any event not less than one month's notice of the date from which annual leave will be taken.
- 15.3 Full details of employees' entitlements to annual leave are contained in the *Annual Holidays Act 1944* (NSW).

16. ANNUAL LEAVE LOADING

- 16.1 An annual leave loading of 17.5 per cent is payable upon and in addition to the employee's ordinary weekly rate prescribed under Table 1 Part B Monetary Rates of this award for the period of the annual leave taken, when the employee takes such leave. Allowances, penalty rates, overtime or any other payments prescribed under this award are not to be taken into account in calculating the amount on which the loading is payable.
- 16.2 No loading is payable to an employee who takes an annual holiday wholly or partly in advance during the first year of employment. If the employment of such an employee continues until the day when he or she would have become entitled under the Act to an annual holiday, the loading is then paid in respect of the period of such holiday. After the first year of employment the employee may be paid a wage rate loaded to include the annual leave loading instead of receiving the loading when the leave is taken.

17. SICK LEAVE

17. If after three months' continuous service with the employer an employee is unable attend for duty by reason of personal illness or incapacity (not where entitled to payment under the Workplace Injury Management and *Workers Compensation Act* 1998 and the *Workers Compensation Legislation Amendment Act* 1998) the employee will be paid for such non-attendance for up to five days in the first year and up to eight days in the second or subsequent years of employment. The employee shall, if required, establish by production of a medical certificate issued by a registered medical practitioner or statutory declaration, proof of illness satisfactory to the employer. Untaken sick leave from the date of this award will accumulate to a maximum of 56 of the employee's working days.

18. PERSONAL/CARER'S LEAVE

18.1 Use of Sick Leave

- 18.1.1 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 17 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.

- 18.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such 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.

- 18.1.3 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:

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

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

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

18.1.4 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.

18.2 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 (ii) of paragraph (c) of subclause 18.1.3 who is ill.

18.3 Annual Leave

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

18.3.2 Access to annual leave, as prescribed in paragraph 18.3.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

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

18.4 Time Off in Lieu of Payment for Overtime

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

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

18.4.3 If, having elected to take time as leave in accordance with paragraph 18.4.1 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.

18.4.4 Where no election is made in accordance with the said paragraph 18.4.1 the employee shall be paid overtime rates in accordance with the award.

18.5 Make-up Time

18.5.1 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.

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

19. BEREAVEMENT LEAVE

- 19.1 An employee, other than a casual employee, shall be entitled up to three days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause 19.3 of this clause.
- 19.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 19.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave in sub paragraph (ii) of paragraph 18.1.3 of clause 18, 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.
- 19.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 19.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 18.2, 18.3, 18.4 and 18.5 of the said clause 18. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

20. LONG SERVICE LEAVE

- 20.1 Subject to the *Long Service Leave Act* 1955 (NSW) all employees will be entitled to long service leave on the following basis:
- 20.1.1 An employee who has completed ten years of service with an employer will be entitled to take two months' long service leave, and a further one month for every five years completed service thereafter.
- 20.1.2 Upon termination an employee will be entitled to receive payment for any long service leave which has fallen due and has not been taken, and in addition shall receive pro rata payments on the following basis:
- 20.1.2.1 For service between ten and fifteen years the employee will be entitled to receive pro rata long service leave upon termination for any cause on the basis of three months for fifteen years' service;
- 20.1.2.2 An employee who has completed at least five years' service as an adult but less than ten years' total service and whose services are terminated by the employer for reasons other than serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, will receive pro rata long service leave on the basis of two months for ten years' service:
- 20.2 Full details of employees' entitlements to long service leave are contained in the *Long Service Leave Act* 1955 (NSW).

21. PUBLIC HOLIDAYS

- 21.1 New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any day which may be proclaimed a public holiday and observed generally throughout the State or another day in lieu of any of these days are holidays under this award.

- 21.2 Employees other than casuals who would otherwise have worked on that day will be entitled to the holiday without loss of pay. In addition to such payment, an employee who works on that day will receive payment at the rate of time and a half for all time worked.
- 21.3 Time off in lieu may be taken for time worked on a public holiday on a time for time basis at a time mutually convenient to the employee and the employer.

22. PARENTAL LEAVE

22.1 Parental Leave Eligibility

22.1.1 Eligibility - To be eligible for Parental Leave an employee must have completed at least 52 weeks' continuous service:

- * prior to the expected date of birth for maternity or paternity leave; and
- * prior to the date of taking custody of a child for adoption leave;

as a full-time, part-time or job-share employee as specified. This entitlement shall also apply to a casual employee who has worked on a regular and systematic basis for an employer for more than two years.

An employee who has once met the conditions for parental leave will not be required to work again the 40 weeks' continuous service in order to qualify for a further period of parental leave, unless:

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after his/her services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity or paternity leave without pay, adoption leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.

22.2 Maternity Leave

22.2.1 Entitlement - An employee is entitled to a period of unpaid maternity leave of not more than 12 months after the actual date of birth.

22.2.2 Applications - An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

22.2.3 Variation after Commencement of Leave - After commencing maternity leave an employee is entitled to vary the period of her maternity leave, once without the consent of her employer and otherwise with the consent of her employer. A minimum of 4 weeks' notice must be given, although an employer may accept less notice if convenient.

The conditions relating to variation of maternity leave are derived from Section 65 of the *Industrial Relations Act, 1996*.

22.2.4 Staffing Provisions - In accordance with obligations established by the *Industrial Relations Act 1996* (S.69), any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment

shall be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment shall also be set down clearly: to a fixed date or until the employee elects to return to duty, whichever occurs first.

- 22.2.5 Effect of Maternity Leave on Accrual of Leave, Increments, etc. - Except in the case of employees who have completed ten years' service, the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes.

- 22.2.6 Illness Associated With Pregnancy - If, because of an illness associated with her pregnancy, an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

- 22.2.7 Transfer to a More Suitable Position - Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to perform satisfactorily. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

- 22.2.8 Miscarriages - In the event of a miscarriage any absence from work is to be covered by the sick leave provisions.

- 22.2.9 Stillbirth - In the case of a stillbirth (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

- 22.2.10 Effect of Premature Birth on Payment of Maternity Leave - An employee who gives birth prematurely, and prior to proceeding on maternity leave, shall be treated as being on maternity leave from the date leave is commenced to have the child.

- 22.2.11 Right to return to Previous Position - An employee returning from maternity leave has the right to resume her former position. Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.

- 22.2.12 Return for Less Than Full-Hours - Employees on application to their employer shall be entitled to return to duty for less than the full-time hours they previously worked by taking weekly leave without pay. such return to work is to be according to the following principles:
the period is to be limited to 12 months, after which full-time duties must be resumed;

the employee is to make an application for leave without pay to reduce her full-time hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;

salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work; i.e. for long service leave the period of service is to be converted to the full-time equivalent, and credited accordingly.

It should be noted that employees who return from maternity leave under this arrangement remain full-time employees.

- 22.2.13 Further Pregnancy while on Maternity Leave - Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

22.3 Adoption Leave

22.3.1 Entitlement - Eligible employees are entitled to unpaid adoption leave as follows:

- (a) where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
- (b) where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

22.3.2 Applications - Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that in the reasonably near future they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

22.3.3 Variation after Commencement of Leave - After commencing adoption leave an employee has the right to vary the period of leave; once without consent of the employer and otherwise with the consent of the employer. A minimum of four weeks' notice must be given, although an employer may accept less notice if convenient.

22.3.4 Staffing Provisions - As per maternity leave conditions.

22.3.5 Effect of Adoption Leave on Accrual of Leave, Increments, etc - As per maternity leave conditions.

22.3.6 Return for Less than Full-time Hours - As per maternity leave conditions.

22.3.7 Liability for Superannuation Contributions - During a period of unpaid maternity leave or unpaid adoption leave, the employee will not be required to meet the employer's superannuation liability.

22.3.8 Part-time employees as defined in clause 10, Part-time, Job Share and Casual Employment, are covered by this clause.

22.4 Paternity Leave

22.4.1 Entitlement - Eligible employees are entitled to unpaid paternity leave as follows:

A period of up to 12 months, such period to be agreed upon by both the employee and the employer.

22.4.2 Applications - Employees should formally notify the employer as early as practicable of the intention to take paternity leave.

22.4.3 Variation after Commencement of Leave - After commencing paternity leave an employee is entitled to vary the period of leave; once without consent of the employer and otherwise with the consent of the employer. A minimum of four weeks' notice must be given, although an employer may accept less notice if convenient.

22.4.4 Staffing Provisions - As per maternity leave conditions.

22.4.5 Effect of Paternity Leave on Accrual of Leave, Increments, etc - As per maternity leave conditions.

22.4.6 Return for Less than Full-time Hours - As per maternity leave conditions.

22.4.7 Liability for Superannuation Contributions - During a period of unpaid maternity leave, unpaid adoption leave or paternity leave, the employee will not be required to meet the employer's superannuation liability.

22.4.8 Part-time employees as defined in clause 10, Part-time, Job Share and Casual Employment, are covered by this clause.

23. JURY SERVICE

- 23.1 An employee other than a casual employee required to attend for jury service during their ordinary working hours will 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 the wages they would have received in respect of the time they would have worked had they not been on jury service.
- 23.2 An employee must notify the employer as soon as possible for the date upon which they are required to attend for jury service.
- 23.3 Further, the employee must give the employer proof of attendance, the duration of such attendance and the amount paid in respect of such jury service.

24. HOURS

- 24.1 Hours of work will be rostered to establish nominal starting and finishing times for employees. The ordinary working hours, exclusive of meal times, will not exceed an average of 152 hours per four-week period.
- 24.2 Consultation is to occur on the method of implementation of the ordinary working hours. However, the final choice as to the method of implementation rests with the employer. Circumstances may arise where different methods of implementation of the ordinary working hours may apply to individual employees or various groups or sections of employees in the establishment.
- 24.3 Ordinary hours for full-time or part-time employees will be between 7.00am to 9.00pm Monday to Friday, and between 8.00am and 1.00pm on Saturday. Ordinary hours worked by full-time or part-time employees between 8.00am and 1.00pm on Saturdays will be paid at the rate of time and a half. Hours worked by full-time and part-time employees outside these times attract overtime rates in accordance with clause 25- Overtime of this Award.
- 24.4 Where a work location of a practice services patients on a seven day a week basis the ordinary hours of full-time and part-time employees at that work location will be between 7am and 9pm on such days; where such work is undertaken on a Saturday it will be paid at the rate of time and a quarter; on Sunday it will be paid at the rate of time and a half. Hours worked by full-time and part-time employees at such locations before 7am or after 9pm on any day will attract overtime rates in accordance with clause 25, Overtime of this Award.
- 24.5 An unpaid break of not less than 30 minutes and not more than one hour will be allowed for a meal within five hours of commencement. This provision may be varied by agreement between the employer and an individual employee.
- 24.6 Where work is required urgently the unpaid meal break may be deferred, and must be taken as soon as practicable.
- 24.7 Up to two paid tea breaks of up to ten minutes duration may be allowed each day for full-time employees. The time of taking such break(s) is subject to the workload of the practice.

25. OVERTIME

- 25.1 A full-time employee who on any given day works outside the ordinary rostered hours of his or her employment for a period of less than 30 minutes, shall be entitled to an equivalent amount of time off work, at a time mutually convenient to the employee and the employer.
- 25.2 A full-time employee who on any given day works outside the ordinary rostered hours of his or her employment for period in excess of 30 minutes, will be entitled to receive overtime payment at the rate of time and a half for the first two hours and double time thereafter. In lieu of overtime payment an

employee may elect to take time off work at a time mutually convenient to the employee and the employer. The hourly rate for overtime will be calculated by dividing the weekly rate by 38.

- 25.3 A part-time employee who on any given day works outside the ordinary rostered hours of full-time employees employed in a similar position for a period of less than 30 minutes, will be entitled to elect to take either an equivalent amount of time off work at a time mutually convenient to the employee and the employer or payment in accordance with subclause 25.5 of this award.
- 25.4 A part-time employee who on any given day works outside the ordinary rostered hours of full-time employees employed in a similar position for a period in excess of 30 minutes, will be entitled to receive overtime payment at the rate of time and a half for the first two hours and double time thereafter. In lieu of overtime payment an employee may elect to take time off work at a time mutually convenient to the employee and the employer. The hourly rate for overtime will be calculated by dividing the weekly rate by 38.
- 25.5 A part-time employee who by agreement with the employer works beyond his or her ordinary rostered hours, or on days on when he or she does not usually work will be paid at ordinary rates of pay subject to subclauses (4.8), (24.1), (24.2), (25.3) and (25.4) of this award.
- 25.6 A job share employee will not receive overtime payments for any time worked within the rostered ordinary hours for the shared job.
- 25.7 For work done by a casual employee in excess of an average of 38 hours in a week the rate of pay will be time and a half for the first two hours and double time thereafter. Overtime for such employee will be calculated on a pay period basis.
- 25.8 An employee who is recalled to work overtime after leaving the employer's premises will be paid at the rate of time and a half for the first two hours and double time thereafter for the time taken to perform the work required and for the time taken in travelling to and from the employer's premises subject to a maximum of fifteen minutes travel each way.
- 25.9 An employee who is recalled to work overtime after leaving the employer's premises will be paid for a minimum of two hours' work including travelling time.
- 25.10 An employee who is recalled to work overtime after leaving the employer's premises will also be entitled to payment of reasonable travelling expenses incurred.

26. ANTI-DISCRIMINATION

- 26.1 It is 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.
- 26.2 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.
- 26.3 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.
- 26.4 Nothing in this clause is to be taken to affect:
- 26.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

- 26.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 26.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 26.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 26.5 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 b56(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. GRIEVANCE AND INDUSTRIAL DISPUTES PROCEDURES

27.1 Grievance procedure

- 27.1.1 In the first instance the employee is to discuss any problem or concern with the immediate supervisor who will endeavour to resolve the issue expeditiously.
- 27.1.2 Any unresolved matter will be referred by the employee to a designated person after the employee notifies the immediate supervisor. The immediate supervisor will also attend the conference organised by the designated person to discuss the matter.
- 27.1.3 Should the matter remain unresolved, appropriate assistance should be sought from the Practice Manager or other nominated representative(s) of the employer.
- 27.1.4 In the event of no agreement being reached, the matter will be referred to the Partners or their nominee(s).
- 27.1.5 Where the matter involves either party seeking to change an existing agreement or practice, the parties will endeavour to identify and agree on what was the status quo, which will then continue to prevail until the parties have exhausted all steps in the above procedure.

27.2 Industrial disputes procedure

- 27.2.1 The employee and the employer will confer with a view to resolving all industrial disputes by direct negotiation and consultation. All disputes will be dealt with in the following manner so as to ensure the orderly settlement of the matters in question.
- 27.2.2 Any industrial dispute which arises will, where possible, be settled by discussion on the job between the employee and the employee's immediate supervisor in accordance with the grievance procedure.
- 27.2.3 If the matter is not resolved, the matter will be further discussed between the affected employee, the employee's nominated representative (who may be a Union representative) and the supervisor or manager of the relevant section or department, and the assistance of the employer's industrial relations representative will be sought.
- 27.2.4 If no agreement is reached, the employee's nominated representative will discuss the matter with the employer's industrial relations representative.

27.2.5 In the interest of patient care work will continue normally. No party will be prejudiced as to the final settlement by the continuance of work in accordance with the procedures.

27.2.6 Should the matter still not be resolved it may be referred by the parties to the Industrial Relations Commission of NSW for conciliation.

28. WITHOUT PREJUDICE

28.0 This award shall not operate to cause an employee to suffer a reduction in ordinary time earnings or departure from standards in regard to hours of work, Annual Leave or Long Service Leave.

29. UNIFORMS AND PROTECTIVE CLOTHING

29.0 Uniforms if required and protective clothing if necessary will be supplied by the employer.

PART B - MONETARY RATES

Table 1 - Salaries

Monetary Amount	At Commencement of Award	1 September 2001 (4%)	1 July 2002 (4%)
Wages (Refer Clause 6)	Per Week \$	Per Week \$	Per Week \$
Medical Imaging & Radiation Technologist			
Level 1 - Prof. Development Year	562.70	585.20	608.60
Level 2			
2.1 Ultrasound and 2.2-MRI	659.70	686.10	713.50
Level 3			
3.1 Ultrasound and 3.2- MRI	750.20	780.20	811.40
Level 4			
4.1 Ultrasound and 4.2-MRI	819.40	852.20	886.30
Level 5			
5.1 Ultrasound and 5.2-MRI	880.20	915.40	952.00
Level 6	1,049.00	1,091.00	1,134.60
Technology Assistant	407.20	423.50	440.40
Medical Typist / Receptionist			
Under 17 years of age	181.30	188.60	196.10
At 17 years of age	227.00	236.00	245.50
At 18 years of age	278.20	289.30	300.90
At 19 years of age	315.50	320.10	328.10
At 20 years of age	371.20	386.10	401.50
Stenographers			
At 17 years of age	241.60	251.20	261.30
At 18 years of age	298.50	302.50	314.60
At 19 years of age	341.20	354.80	369.00
At 20 years of age	402.80	418.90	435.60
Level 1	452.60	470.70	489.50
Level 2	473.50	492.40	512.10
Level 3	507.20	527.50	548.60
Level 4	548.90	570.90	593.70
Level 5	609.50	633.90	659.20

The hourly rates may be arrived at be dividing the applicable award rate per week by 38.

Table 2 - Translation Table-Medical Imaging & Radiation Technologists only

Former Award structure	New award structure
Level 1 - 1st year	Level 1 - Prof.Development Year
Level 1 - 2 nd & 3rd years	Level 2.1 and 2.2
Level 1 - 4 th & 5th years	Level 3.1 and 3.2
Level 2	Level 4.1 and 4.2
Level 3	Level 5.1 and 5.2
Level 4	Level 6

PART C

WORK LEVEL STATEMENT FOR MEDICAL TYPISTS/ RECEPTIONISTS

The work level statements for Medical Typists/Receptionists are not the sole determining requirements of an employee's level. The definitions of the levels are to be considered in conjunction with, the following work level statements. The employer will "best fit" an employee into a level in relation to the employees overall duties.

UNIT INFORMATION HANDLING				
Level 1 Element	Level 2 Element	Level 3 Element	Level 4 Element	Level 5 Element
1. Receive and distribute incoming mail 2. Receive and dispatch outgoing mail 3. Collate and dispatch documents for bulk mailing 4. File and retrieve documents	1. Update and modify existing practice records 2. Remove inactive files 3. Copy data onto standard forms	1. Prepare new files 2. Identify and process inactive files 3. Record documentation movements	1. Categorises files 2. Ensure efficient distribution of files and records 3. Maintain security of filing system 4. Train others in the operation of the filing system 5. Compile report 6. Identify information source(s) inside and outside the organisation	1. Implement new/improved system 2. Update incoming publications 3. Circulate publications 4. Identify information source(s) inside and outside the organisation

UNIT COMMUNICATION				
Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
1. Receive & relay oral and written messages 2. Complete simple forms	1. Respond to incoming telephone calls 2. Make telephone calls 3. Draft simple correspondence	1. Respond to telephone, oral and written requests for information 2. Draft routine correspondence 3. Handle sensitive inquiries with tact and discretion	1. Receive and process a request for information 2. Identify information source(s) 3. Compose report /correspondence	1. Obtain data from external sources 2. Produce report 3. Identify need for documents and/or research
UNIT PRACTICE				
Level 1	Level 2	Level 3	Level 4	Level 5
1. Identify key functions and personnel 2. Apply office procedures	1. Provide information from own function area 2. Re-direct inquiries and/or take appropriate follow-up action 3. Greet visitors and attend to their needs	1. Clarify specific needs of client/other employee 2. Provide information and advice 3. Follow-up on client/employee needs 4. Clarify the nature of a verbal message 5. Identify options for resolution and act accordingly	1. Provide information on current service provision and resource allocation within area of responsibility 2. Identify trends in patient requirements	1. Assist with the development of options for future strategies 2. Assist with planning to match future requirements with resource allocation
UNIT TECHNOLOGY				
Level 1	Level 2	Level 3	Level 4	Level 5
1. Operate office equipment appropriate to the tasks to be completed 2. Open computer file, retrieve and copy data 3. Close file	1. Operate equipment 2. Identify and/or rectify minor faults in equipment 3. Edit and save information 4. Produce document from written text using standard format 5. Shutdown equipment	1. Maintain equipment 2. Train others in the use of office equipment 3. Select appropriate media 4. Establish document structure 5. Produce documents	1. Maintain storage media 2. Devise and maintain filing system 3. Set printer for document requirements when various set-ups are available 4. Design document format 5. Assist and train network users 6. Shutdown network equipment	1. Establish and maintain a small network 2. Identify document requirements 3. Determine presentation and format of document and produce it

UNIT ORGANISATIONAL				
Level 1	Level 2	Level 3	Level 4	Level 5
1. Plan and organise a personal daily work routine	1. Organise own work schedule 2. Know roles and functions of other employees	1. Co-ordinate own work routine with others 2. Make and record appointments on behalf of others 3. Make travel and accommodation bookings in line with given itinerary	1. Manage diary on behalf of others 2. Assist with appointment preparation and follow up for others 3. Organise business itinerary 4. Make meeting arrangements 5. Record Minutes of meeting 6. Identify credit facilities 7. Prepare content of documentation for meetings	1. Organise meetings 2. Plan and organise conference

UNIT TEAM				
Level 1	Level 2	Level 3	Level 4	Level 5
1. Complete allocated tasks	1. Participate in identifying tasks for team 2. Prepare statements for debtors 3. Assist others to complete tasks	1. Clarify tasks to achieve group goal 2. Negotiate allocation of tasks 3. Monitor own completion of allocated tasks	1. Plan work for the team 2. Allocate tasks to members of the team 3. Provide training for team members	1. Draft job vacancy advertisement 2. Assist in the selection of staff 3. Plan and allocate work for the team 4. Monitor team performance 5. Organise training for team
UNIT BUSINESS FINANCIAL				
Level 1	Level 2	Level 3	Level 4	Level 5

1. Record petty cash transactions 2. Prepare banking documents 3. Prepare business source documents	1. Reconcile invoices for payments to creditors 2. Prepare statements for debtors 3. Enter payment summaries into journals 4. Post journals to ledger	1. Reconcile accounts to balance 2. Prepare bank reconciliations 3. Document and lodge takings at bank 4. Receive and document payment/takings 5. Dispatch statements to debtors 6. Follow up and record outstanding accounts 7. Dispatch payments to creditors 8. Maintain stock control records	1. Prepare financial reports 2. Draft financial forecasts/budgets 3. Undertake and document costing procedures	1. Administer PAYE salary records 2. Process payment of wages and salaries 3. Prepare payroll data
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J. P. GRAYSON, *D.P.*

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(752)

SERIAL C0725

TRANSPORT INDUSTRY - TRADE WASTE (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 3647 of 1999)

Before the Honourable Justice Marks

30 July 2001

REVIEWED AWARD

1. ARRANGEMENT

Section I -

1. Wages
2. Terms of Employment
- 2a. Commitment
3. Hours of Employment
4. Shift Work
5. Overtime
6. Saturday and Sunday work
7. Meal Breaks and Allowances

Wages, Allowances and Hours of Employment

8.	Casual Employees
9.	Part-Time Employees
10.	Payment of Wages
Section II	Leave Entitlements and Public Holidays
11.	Annual Leave
12.	Sick Leave
13.	Long Service Leave
14.	Personal/Carer's Leave
15.	Bereavement Leave
15a.	Public Holidays
Section III	Industrial Relations and the Union
16.	Disputes Procedure
17.	Union Delegate
18.	Notice Board
19.	Union's Picnic Day
Section IV	Other Provisions
20.	Anti-Discrimination
21.	Duties of Drivers
22.	Mixed Functions
23.	Uniforms and Protective Clothing
24.	Amenities
25.	Unauthorised Persons Riding on Vehicles
26.	Limitation of Driving Hours
27.	Hoods and Windcreens
28.	Tools and Apparatus
29.	Definitions
30.	First aid
31.	Jury Service
32.	Air Conditioning of Vehicles
33.	Garaging
34.	Exemption
35.	Joint Consultation Procedure, etc
36.	Attendance at Repatriation Centres
37.	Wash-up times
38.	Leave Reserved
39.	Area, Incidence and Duration
40.	Limitation of Overtime
41.	Recall
42.	Award Modernisation
43.	Commitment to Training

PART B - MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances

Table 3 - Income Protection on Six Day Rosters

Section I - Wages, Allowances and Hours of Employment

1. WAGES

NOTE:

- (i) For the purposes of computing wages, overtime, etc., the additional amounts referred to in Division B of this clause form part of the weekly wage for the work performed.
- (ii) For the purposes of computing wages, overtime, etc., the additional amounts referred to in Division B of this clause form part of the weekly wage for the work performed.

Division A - General Rates - The wage rates for the classification in this division are as set out in Table 1 - Wages, of Part B, Monetary Rates:

Transport Worker Grade One

- (A) General Hand - in training (permitted to perform ancillary driving duties requiring a Class 1A license) - as set out in Item 1 of the said Table 1.
- (B) General Hand - as set out in Item 2 of Table 1.

Transport Worker Grade Two - as set out in Item 3 of Table 1.

Driver/operator of rigid vehicles with up to 3 axles with lift on/lift off system or with HIAB or rear lift system, and including pantechonics.

Transport Worker Grade Three - as set out in Item 4 of Table 1.

Driver/operator of rigid vehicles with up to 4 axles with roll on/roll off system or with hook lift system.

Transport Worker Grade Four - as set out in Item 5 of Table 1.

Driver/operator of rigid vehicles with up to 4 axles with front lift system.

Transport Worker Grade Five - as set out in Item 6 of Table 1.

Driver/operator of trade effluent system vehicles or rigid tanker vehicles or rigid tanker vehicles with up to 3 axles.

Transport Worker Grade Six - as set out in Item 7 of Table 1.

Driver/operator of rigid tanker vehicles with up to 4 axles or articulated transfer station line haul vehicles with up to 6 axles.

Transport Worker Grade Seven - as set out in Item 8 of Table 1.

Driver/operator of articulated tanker vehicles with up to 6 axles.

Transport Worker Grade Eight - as set out in Item 9 of Table 1.

Driver/operator of double-articulated vehicles (including tankers).

Division B - Extra Payments

- (i) Drivers of rigid vehicles with a trailer attached thereto shall be paid the rate for the appropriate classification in Division A and in addition thereto, the amount as set out in Item 1 of Table 2 - Other Rates and Allowances, of the said Part B.
- (ii) Employees under this award who are accredited driver/trainer-assessors working less than full-time at training other employees under this award shall be paid the rate for the appropriate classification in Division A and in addition thereto, the amount as set out in Item 2 of the said Table 2, while performing such training duties.
- (iii) Drivers of vehicles under this award while carting medical or biological waste shall be paid the rate for the appropriate classification in Division A and in addition thereto, the amount as set out in Item 3 of Table 2.

Division C - Casual Employees

Casual employees shall be paid the rates specified in Division A and the additional amounts (where applicable)

in Division B and in addition thereto 15 per centum (15%) of such rates and additional amounts (where applicable).

Division D - Spare Drivers

A "spare driver" shall be paid at the appropriate rates as prescribed in Divisions A, B and C for the most predominant vehicle in the fleet at the yard or depot. If a "spare driver" is required to drive a vehicle at any time for which a higher rate is prescribed under this award, then clause 22, Mixed Functions, of this Award shall apply.

Leave Reserved

Leave is reserved for the Union to apply for an allowance for drivers who are required to have a dangerous goods license for the performance of their duties.

Leave is reserved for the employer parties to have a requirement for employees to drive vehicles with dangerous goods placarding included in the classification definitions in this award.

2. TERMS OF EMPLOYMENT

- (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 consistent with the classification structure of this award, provided that such duties are not designed to promote de-skilling.
- (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 trained in the use of such tools and equipment.
- (iii) Any direction issued by an employer pursuant to paragraphs (i) and (ii) hereof shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (iv) The employment of a weekly or part-time employee may be terminated only by one week's notice on either side which may be given at any time or by payment by the employer or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of misconduct.
- (v) An employee with more than two months' service on leaving or being discharged shall, upon request, be given a reference or certificate of service in writing. Such reference or certificate of service shall at least contain information as to the length and nature of the employment of the employee.

2a. COMMITMENT

- (i) The rates of pay prescribed in Part B, Monetary Rates, include a safety net adjustment of \$8.00 per week for adult employees in accordance with the State Wage Case decision of the Industrial Relations Commission of New South Wales of 31 December 1993.

The safety net adjustment may be absorbed to the extent of any equivalent amounts in rates of pay (whether award, over award or enterprise arrangement) in excess of the minimum award rates applying before the safety net adjustment.

- (ii) The rates of pay in this award include the second \$8.00 per week arbitrated safety net adjustment payable under the State Wage Case - December 1994 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.

- (iii) The rates of pay in this award include the third \$8.00 per week arbitrated safety net adjustment payable under the State Wage Case - December 1994 decision.

This arbitrated safety net 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 Statement of Principles, excepting those resulting at the enterprise level, are not to be used to offset arbitrated safety net adjustments.

- (iv) The Transport Workers' Union of Australia, New South Wales Branch accepts the absorption of the \$10.00 State Wage Case August 1997 adjustment in this award to the extent of:
 - (a) any equivalent over award payments, and to
 - (b) award wage increases since 29 May 1991 other than safety net and minimum rate adjustments.

3. HOURS OF EMPLOYMENT

- (i) The ordinary hours of work for all employees shall not exceed 38 hours per week or 76 hours per fortnight or 114 hours per 3 weeks or 152 hours per 4 weeks and shall be worked between Monday and Friday inclusive.
- (ii) The ordinary hours of work prescribed in 3(i) may also be worked upon a Saturday, provided that:
 - (a) The number of ordinary hours to be worked on a Saturday shall not be less than 7.6 or more than 8;
 - (b) Employees working ordinary hours on a Saturday shall be paid an additional 50% of the rates prescribed for their respective classifications for the ordinary hours worked on that day;
 - (c) Any permanent employee employed at the date of the making of this award by an employer who, prior to the making of this award, regularly worked ordinary hours Monday to Friday and overtime Saturday, and as a result of this award is required to work Saturday as an ordinary day, shall receive not less than the amounts shown in Table 3 of Part B of this award for the relevant classification for ordinary hours worked; provided that this restriction shall not apply where an employee elects to forego income which exceeds the employee's base rate of pay in return for an alternative benefit (eg. time off in lieu of overtime, increased leisure time etc), or otherwise where the union agrees that it shall not apply. "Regularly" in this context means at least two weeks in four. The amounts referred to in Table 3 are only payable in a pay week in which the employee actually worked Saturday as an ordinary day.
 - (d) Any employee required to work ordinary hours on a Saturday will be given a minimum of 7 days notice; and
 - (e) The employee must have Sunday and Monday as days off (unless they are worked as overtime).
- (iii) The ordinary hours of work for all employees shall not exceed 8 hours per day, exclusive of meal breaks, and shall be worked between the hours of 6.00 am and 6.00 p.m.
- (iv) The 38-hour week may be worked under one of the following methods:
 - (a) Rostered Day Off in a 4 Week Cycle
 - (1) Employees shall work to a roster drawn up in each workplace providing for 19 days each of eight hours over a continuous four-week period.
 - (2) Each employee shall take a rostered day off in accordance with the roster.
 - (3) Rostered days off may be accumulated to a maximum of ten (10) days over a 40-week period. Rostered days off may be credited to and be taken by an employee in advance to a maximum of five (5) days.

- (4) In those arrangements where rostered days off are not accumulated an employer may, due to operational requirements, require an employee not to take a rostered day off during the period it accrues. In this event a replacement rostered day off shall be taken on the following basis:
 - (a) Where the rostered day off not taken was either a Friday or Monday, the next practicable Friday or Monday shall be taken as a replacement rostered day off.
 - (b) Where the rostered day off not taken was a Tuesday, Wednesday or a Thursday, the replacement rostered day off shall be taken on the first practicable day available for the taking of such replacement rostered day off.
 - (5) Otherwise an employee's normal rostered day off may be changed during the currency of a roster period by agreement between the employer and such employee. In the absence of such agreement 48 hours notice of such alteration shall be given to the employee.
 - (6) Calculation of Payment: Payment shall be for 7 hours 36 minutes per day with accrual as entitlement for a rostered day off being made on the basis of a nineteen day period where an employee works 152 hours within a work cycle not exceeding twenty-eight consecutive days at 24 minutes per day.
 - (7) An employee whose rostered day off occurs on a payday shall be paid wages on the next ordinary working day following the rostered day off.
 - (8) Where an employer is required to service a particular industry or plant or section thereof and there has been a cessation of operations resulting from annual close down, such employer may require employees to take a rostered day or days off to coincide with the day or days that the operations are closed. In this event, a rostered day or days off which would normally become due to the employee shall not become so due for the number of days taken pursuant to the provisions of this paragraph; provided however that an employee disadvantaged in terms of leisure time by a rostered day or days off normally falling on a Friday or a Monday being required to be taken on a Tuesday, Wednesday or Thursday, then such employee shall be rostered to take a Friday or Monday day off on the earliest practicable opportunity upon the normal roster being resumed.
 - (9) Where an employee works an ordinary day on a Saturday pursuant to Clause 3(ii), such employee's rostered day off must not be rostered to occur on a Saturday.
- (b) Other Than a Rostered Day Off in a 4 Week Cycle:
- (1) Where an employer is required to service a particular industry or plant or section thereof which is operating under arrangements for a reduced working week other than that provided for in Clause 3(iv)(a), the employer may arrange the hours of work of an employee to be applicable to that particular industry or plant, or section thereof, provided that such hours shall not be in excess of the normal hours of work permitted by this clause.
 - (2) The employer may require employees to work ordinary hours over five days, Monday to Friday inclusive, which shall not exceed 38 hours, which may be worked over four days of 8 hours each and one day of 6 hours. On the day on which 6 hours is worked, those 6 hours may be worked continuously without a meal break.
 - (3) The employer may require employees to work ordinary hours over a two-week period (10 working days) Monday to Friday inclusive of not more than 76 hours. To achieve this, the employer may roster employees off, half a day (4 hours) on one of the days in one of those normal working weeks.
- (v) More than one of the methods of implementation of an average 38 hour working week referred to in this clause may be simultaneously implemented for different groups of workers in the one workplace; provided that agreement shall be reached with the majority of employees so affected.

- (vi) Methods of implementation of an average 38 hours working week other than those referred to in this clause may be instituted by arrangement with the Union.
- (vii) In response to changed requirements of the employer's clients, the employer may alter the method(s) by which a 38-hour week is worked in the workplace, provided that the altered method(s) so chosen shall comply with the requirements of this clause.
- (viii) Start and finish times
 - (a) Within the limits prescribed in this clause, each employee shall be in attendance at the workplace or other agreed starting place ready to commence work in ordinary working hours and work shall be deemed to have commenced, for each employee in attendance, at the time and place so fixed.
 - (b) Working in ordinary working hours shall be deemed to have finished, for those employees in attendance, when a period of eight hours, exclusive of a break for a meal, calculated from the fixed starting time, has elapsed.
 - (c) Different starting times within the span of ordinary hours may apply to different groups of employees in a workplace.
 - (d) Any employee who is not in attendance at the workplace or other agreed starting place ready to commence work at the fixed starting time or who fails to attend for eight hours from that time shall be paid only for the actual hours worked.
 - (e) The employer may only alter the time and place fixed in accordance with Clause 3(viii)(a), by notice posted for 7 days at the workplace or other agreed starting place; provided that the start time may be changed where it is necessary for reasons beyond the employer's control by notification before the end of the previous day's work or with 24 hours notice where work has not been performed the previous day.

4. SHIFT WORK

- (i) Definitions
 - (a) "Early Morning Shift" shall mean a shift to which an absolute majority of permanent employees in a yard or depot have agreed by vote may be worked at that yard or depot and which commences at or after 4.00 am and before 6.00 am.
 - (b) "Afternoon Shift" shall mean a shift which finishes after 6.00 p.m. and at or before midnight.
 - (c) "Alternate Early Morning/Afternoon Shift" shall mean a shift which alternates between early morning shift (as defined in (a) above) and a afternoon shift.
 - (d) "Night Shift" shall mean a shift which finishes subsequent to midnight and at or before 8.00 am.
 - (e) "Alternate Night/Afternoon Shift" shall mean a shift which alternates between night shift and afternoon shift or night shift and afternoon shift and day work.
 - (f) "Alternate Night/Day Shift" shall mean a shift which alternates between night and day shift.
 - (g) "Shift Work" shall mean work extending for at least 4 weeks and performed either in daily recurrent periods or in regular rotating periods within the limits defined for "Early Morning Shift" or "Afternoon Shift" or "Night Shift".
- (ii) Weekly Employees
 - (a) (1) The hours of work of weekly employees on shift work shall be an average of 38 per week.

- (2) Such work shall be arranged as provided for by Clause 3, Hours of Employment, of this award, provided that employees may be rostered to work shift work over five days within a six or seven day spread with two consecutive days off.
- (3) Crib time on any shift shall be at a time fixed by the employer and shall be varied except in an emergency: provided that an employee shall not be required to work more than 5 hours without a crib break.
- (b) (1) There shall be a shift roster which shall provide for rotation unless otherwise agreed between the employer and the employee.
- (2) Such shift roster shall specify the commencing and finishing time or arranged ordinary hours of respective shifts. A copy of such shift roster shall be kept in a prominent place. Such roster having been fixed may be varied by agreement between the employer and the employee affected to suit the circumstances of the establishment, provided that the Union is notified of such agreement by seven (7) days' notice of such alteration given by the employer to the employee affected or in the case of changes necessitated by circumstances outside the control of the employer by twenty-four (24) hours' such notice.
- (3) Day workers may be transferred to shift work be seven (7) days' notice given by the employer to the employee or in cases where sudden or unforeseen circumstances make the change necessary by twenty-four (24) hours' such notice.

(iii) Allowances

- (a) For ordinary hours of shift work, shift workers shall be paid the following extra percentages of the rates prescribed for their respective classifications:

(1) Early Morning Shift	12.5%
(2) Permanent Afternoon Shift	17.5%
(3) Alternate Early Morning/Afternoon Shift	
-When on early morning shift	15%
-When on afternoon shift	15%
(4) Permanent Night Shift	30%
(5) Alternate Night/Afternoon Shift	
-When on afternoon shift	17.5%
-When on night shift	30%
(6) Alternate Night/Day Shift	
-When on night shift	25%
- (b) Shift workers rostered on a shift the major portion of which is performed on a Saturday, Sunday or public holiday shall be paid as follows:

(1) Saturday	At the rate of time and a half
(2) Sunday	At the rate of double time
(3) Public Holidays	At the rate of double time and a half

The penalty rates prescribed by this sub-clause for work on a Saturday, Sunday or a public holiday shall be payable in lieu of the shift allowances prescribed in subclause (iii)(a) hereof.

Notwithstanding anything contained herein, each shift shall be paid for at the rate applicable to the day on which the major portion of the ordinary time of the shift is worked.

(iv) Overtime

For all time worked outside or in excess of the arranged ordinary shift hours or pursuant to circumstances under subclause (ii)(b)(2) hereof shift workers shall be paid at time and a half for the first 2 hours and double time thereafter and provided that for shifts the major portion of which fall on a Sunday or a public holiday all overtime shall be paid at the rate of double time.

(v) Casual Employees

- (a) Casual employees may be engaged on shift work on less than 38 hours per week.
- (b) Such employees must be paid a minimum payment of 8 hours per shift.
- (c) Casual shift workers shall be entitled to the appropriate shift penalty as provided for in subclauses (iii)(a) and (b) hereof plus 15% loading.
- (d) Casual shift workers who work in excess of the arranged ordinary hours of the shift on which they are rostered shall be entitled to the appropriate overtime rates provided for in subclause (iv) hereof.
- (e) Casual shift workers for work on a rostered shift the major portion of which is performed on a Saturday, Sunday or public holiday shall be paid at the appropriate rates provided for in subclause (iii)(b) hereof and in addition thereto a loading of 15%, provided that such payments for work on a Saturday, Sunday or public holiday shall be in lieu of the shift allowances provided for in subclause (iii)(a) hereof.
- (f) After a maximum of 5 hours work a casual shift worker shall be entitled to paid crib time of 20 minutes.

(vi) Meal Time

All shift workers whilst working on early morning, afternoon or night shift shall be entitled to a paid crib time of 20 minutes. Such crib time shall be allowed and taken as prescribed in subclause (ii)(a)(3) hereof.

(vii) Prior Arrangements

Arrangements as to shift work entered into between the Union and any employer prior to the introduction of this clause into the award, which provide for more advantageous conditions for employees than this clause shall not be altered without the agreement of the Union.

5. OVERTIME

- (i) Overtime at the rate of time and one-half for the first two (2) hours and double time thereafter shall be paid to all employees, including casuals, as follows:
 - (a) For all time worked within the spread of ordinary hours referred to in Clause 3(iii) in excess of the ordinary hours of work in any week.
 - (b) For all time worked within the spread of ordinary hours referred to in Clause 3(iii) in excess of the daily limitations on working of hours prescribed in Clause 6 or before the fixed commencing time or after the fixed finishing time.
 - (c) For all time worked outside the spread of ordinary hours referred to in Clause 3(iii).
 - (d) For the purpose of the computation of overtime each day shall stand alone; provided that where work continues beyond midnight, double time shall be paid until the completion of such overtime.
- (ii) In the calculations of overtime, portions of hours shall be taken to the nearest one-tenth of an hour.
- (iii) Casuals - In the case of casual employees, the overtime rate shall be calculated on the casual rate of pay.

6. SATURDAY AND SUNDAY WORK

- (i) Saturday Work
 - (a) An employee required to work on a Saturday (where it is not an ordinary day pursuant to Clause 3(ii)) shall be paid at the rate of time and one-half for the first two (2) hours and double time thereafter for all time worked, with a minimum payment of four (4) hours at the appropriate rate of pay, whether the employee works for that period of time or not.
 - (b) An employee (other than an employee working on ordinary shift) who is required to commence work on a Saturday at 12 noon or thereafter, shall be paid at double time.
- (ii) An employee required to work on a Sunday shall be paid at the rate of double time for all time worked, with a minimum payment of four (4) hours at the appropriate rate of pay, whether the employee works for that period or not.

7. MEAL BREAKS AND ALLOWANCES

- (i) On the days Monday to Friday, inclusive, there shall be one unpaid break of not less than 30 minutes nor more than one (1) hour for lunch between the hours of 11.30 am and 1.30 p.m., which break shall be taken in such period by the employee on a flexible basis according to the demands of work. Provided that an employee shall not be required to take such lunch break before a period of four hours calculated from his normal starting time has elapsed.
 - (a) Within the limitation prescribed in this subclause the employer shall nominate the length of the lunch break to be taken by various employees and this shall be recognised as their regular lunch break. Once fixed the length of the lunch break may only be altered by three- (3) days' notice being given to the employee concerned.
 - (b) An employee whose regular lunch break exceeds 30 minutes may be required by their employer on any day to take a lunch break of a lesser period not being less than 30 minutes and in this case the employee shall be paid at the rate of time and one-half for the time worked during such regular lunch break.
- (ii)
 - (a) An employee who is required to work overtime on any weekday for a period of two (2) hours or more after the employee's normal finishing time shall be allowed a paid crib break of 20 minutes not later than 5 hours after the end of the employee's lunch break and the employee shall unless the employee was notified the previous day or earlier that the employee would be required to work such overtime be paid a meal allowance as set out in Item 4 of Table 2 of Part B. Where notification to work overtime has been given on the preceding day or earlier and such overtime is then cancelled on the day such overtime was to be worked an employee shall be paid a meal allowance as set out in Item 5 of Table 2 of Part B. Where an employee is required to work for 10 hours or more on any day the meal allowance prescribed herein shall be paid at the commencement of that work as "breakfast money".
 - (b) An employee who, on any week day, is recalled to work after having finished work for the day or who is called upon to work before the employee's normal starting time and where such work does not continue up to the employee's normal starting time shall be allowed a paid crib break of 20 minutes for each 5 hours worked calculated from the time of commencement of work or from the end of the previous crib break, whichever applies.
 - (c) An employee who on any week day is required to start work prior to 6.00 am and who continues such work up to and after the employee's normal starting time shall be allowed a paid crib break of 15 minutes between the hours of 8.00 am and 9.00 am.
- (iii)
 - (a) An employee required to work on a Saturday, Sunday or public holiday shall be allowed a paid crib break of twenty (20) minutes for each five (5) hours worked the said five (5) hours to be

calculated from the time of commencement of work or from the end of the previous crib break whichever applies.

- (b) An employee required to work for a period of eight (8) hours between the hours of 6.00 am and 4.00 p.m. on a Saturday, Sunday or public holiday may be allowed the usual weekday lunch break and in that case the provisions of paragraph (a) of this subclause shall not apply.
- (iv) Except so far as is altered expressly by this clause, existing custom and practice concerning crib breaks and meal hours shall continue during the currency of this award.

8. CASUAL EMPLOYEES

- (i) Casual employees shall be paid the rate specified in Part B for the appropriate classification specified in Clause 1 of this award, and in addition 15 per centum of such rate.
- (ii) Irrespective of hours worked, a casual employee shall be paid a minimum of four hours work for each start.
- (iii) No employer shall engage casual employees in excess of one quarter of the number of weekly employees (i.e. other than casual employees) employed plus one additional casual employee.
- (iv) Upon request, any employer employing casual employees under this award shall furnish an accredited representative of the union with the number of employees engaged on any specified day, showing separately the number of casuals employed on such day.

9. PART-TIME EMPLOYEES

Employees may be employed on a permanent basis to work regular days and regular hours less than 38 hours per week, provided that:

- (i) The set weekly hours for such an employee shall be determined upon engagement and thereafter not changed other than by agreement;
- (ii) Notwithstanding (i) above, the hours set for a part-time employee shall not be less than 4 consecutive hours in any day or less than 20 hours in any week.
- (iii) All work over the set hours determined at engagement shall be paid at overtime penalty rates.
- (iv) The spread of ordinary hours allowable for part-time employees shall be as set out in Clause 3, Hours of Employment, and their hourly rate equal to the appropriate rate as set out in Clause 1, Wages, and divided by 38.
- (v) The ratio of full-time employees to non-full-time employees (including casual and permanent part-time employees), shall remain 4:1.
- (vi) All other provisions of this Award, where applicable, shall apply to part-time employees in the same ratio as their ordinary hours of work are to 38 hours per week.

10. PAYMENT OF WAGES

- (i) Subject to Clause 10(vi), all wages shall be paid weekly in cash or by electronic funds transfer, on Thursday or Friday, as determined by the employer, and the day, on being fixed, shall not be altered more than once in three months. Where a public holiday falls on a Friday, the payment of wages that week shall, as far as practicable, be made on the preceding Wednesday. Provided that wages may be paid by cheque with the agreement of a majority of employees at each yard.
- (ii) No employee should have the pay day changed unless given at least seven (7) days' notice.

- (iii) Except as otherwise provided for in this clause no employer shall hold more than two days' wages in hand.
- (iv) Where an employer holds less than two days' wages in hand, payment for any overtime worked after the normal finishing time on the last day of the pay week shall be paid to the employee on the next succeeding pay day.
- (v) Casual employees shall be paid at the end of each day or at the termination of their casual employment.
- (vi) Where wages are paid in cash, they shall be paid to the employee at the workplace or other agreed starting place or otherwise by agreement between the employer and the employee or employees concerned.
- (vii) Where wages are paid in cash, wages shall be paid without unnecessary delay after the employee ceases work on pay day. An employee kept waiting for wages on pay day for more than a quarter of an hour after ceasing work shall be paid at overtime rates after that quarter of an hour with a minimum payment equal to 1/5th of an hour.
- (viii) In the case of an employee whose services are terminated on other than a pay day such employee shall be paid all wages due either prior to or immediately upon cessation of work on the final day of employment.
- (ix) An employee, other than a casual employee, who desires to terminate employment on a day other than pay day shall give notice to the employer on commencing work in the morning in which case the employee shall be paid all wages due when the employee has finished the day's work, otherwise wages may be paid on the following working day at a time stipulated by the employer but not later than 12 mid-day.
- (x) Each employee shall be supplied with a pay envelope or statement in writing on which shall be endorsed:
 - (a) The name and classification of the employee.
 - (b) The gross amount of wages, inclusive of overtime and other earnings.
 - (c) The amount paid as overtime or such information as will enable the amount paid as overtime to be calculated by the employee.
 - (d) The amount deducted for taxation purposes.
 - (e) Particulars of all other deductions or the total amount of such deductions; and
 - (f) The net amount paid.

Section II - Leave Entitlements and Public Holidays

11. ANNUAL LEAVE

- (i) See *Annual Holidays Act*, 1944.
- (ii) An employee at the time of entering upon a period of annual leave in accordance with the *Annual Holidays Act*, shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of three and one-third (3) hours' ordinary pay for each completed month of service.

12. SICK LEAVE

- (i) "Year" shall mean the period of twelve months measured for each employee from the day of commencement of the employee's current period of employment.

- (ii) An employee, with not less than three months' continuous service as such in the transport industry, including the industry covered by this award, who is absent from work by reason of personal illness or injury, not being illness or injury arising from the employee's misconduct or from an injury arising out of or in the course of employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
- (a) The employee shall, unless it is not reasonably practicable so to do (proof whereof shall be on the employee), before the employee's ordinary starting time on the first day of the employee's 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.
 - (b) The employee shall furnish to the employer such evidence as the employer may reasonably desire that the employee was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.
 - (c) Except as hereinafter provided, the employee shall not be entitled in any year (as defined), whether in the employ of one employer or several in the aforesaid industry in such year, to leave in excess of forty hours of ordinary working time. Provided that:
 - (1) if employment continues with the one employer after the first year, the employee's sick leave entitlement shall increase to a maximum of ten (10) days of ordinary working time at which figure it shall remain for each subsequent year of continued employment;
 - (2) if the employment of an employee who has become entitled to leave in accordance with provisions (1) above is terminated for any reason, the employee shall not be entitled in the employ of an employer in the industry, in that year, to leave in excess of 40 hours of ordinary working time.
- (iii) For the purpose of administering paragraph (c), of subclause (ii), an employer, within one month of this award coming into operation or within two weeks of the employee entering employment, may require an employee to make a statutory declaration or other written statement as to what paid leave of absence the employee has had from any employer during the then current year and upon such statement the employer shall be entitled to rely and act.
- (iv) The rights under this clause shall accumulate from year to year, so long as the employment continues with the one employer, so that any part of the leave entitlement which has not been allowed in any year may be claimed by the employee and shall be allowed by that employer, subject to the conditions prescribed by this clause, in a subsequent year of continued employment.
- (v) If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.
- (vi) Service before the date of coming into force of this clause shall be counted as service for the purpose of assessing the sick leave entitlement in any year under subclause (ii)(c) of this clause, but shall not be taken into consideration in arriving at the period of accumulated leave.
- (vii) Accumulated sick leave at the credit of an employee at the commencement of this award shall not be affected nor reduced by the operation of this clause.

13. LONG SERVICE LEAVE

See *Long Service Leave Act*, 1955

14. PERSONAL/CARER'S LEAVE

- (i) Use of Sick Leave

- (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in 14(i)(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 at Clause 13 of the award, 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 the employee being responsible for the care of the person concerned; and the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (3) a child or an adult child (including an adopted child, step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling the employee of spouse or de facto spouse of the employer; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - * "relative" means a person related by blood, marriage or affinity;
 - * "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - * "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(ii) Unpaid Leave for Family Purpose

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 14(i)(c) above who is ill.

(iii) Annual Leave

- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five (5) 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 14(iii)(a) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five (5) consecutive annual leave days are taken.

(iv) Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph 14(iv)(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph 14(iv)(a), the employee shall be paid overtime rates in accordance with the award.

(v) Make-Up Time

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

(vi) Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or employer.
- (d) This subclause is subject to the employer informing the Union where it has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the Union to participate in negotiations.

15. BEREAVEMENT LEAVE

- (i) An employee other than a casual employee shall be entitled to up to 16 working hours bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause (iii) of this clause up to and including the day of the funeral.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in paragraph (c) sub-clause (i) of clause 14, State Personal/Carer's Leave Case - provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv), (v), and (vi) of the said clause 14. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

15a. PUBLIC HOLIDAYS

- (i)
 - (a)
 - (1) The days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day are observed in the areas concerned together with such other days which may be proclaimed by the Government and which are observed as public holidays for the area covered by this award shall be recognised as public holidays.
 - (2) Employees shall be entitled to the public holidays specified in subparagraph (1), of this paragraph, without loss of pay.
 - (b) An employee required to work on:
 - (1) Christmas Day or Good Friday shall be paid at the rate of double time and one-half for the actual time worked in addition to the day's pay to which the employee is entitled for those days in accordance with subparagraph (2), of paragraph (a), of this subclause.
 - (2) Any of the other days prescribed in paragraph (a), of this subclause, shall be paid at the rate of double time for the actual time worked in addition to the day's pay to which the employee is entitled for those days in accordance with sub-paragraph (2), of the said paragraph.
 - (3) The employer shall have the right to roster any employee for work on the public holidays above named, including Christmas Day and Good Friday, provided that reasonable notice is given. Should an employee so rostered on, not report for work, the employee shall not be paid for that public holiday unless the employee has a reasonable excuse for such absence.
 - (c) Should any of the prescribed public holidays fall on a Saturday or Sunday and another day in lieu thereof is not proclaimed by the Government for the observance of such public holiday, an employee required to work on such public holiday shall be paid for all work performed on:
 - (1) Christmas Day, double time for the actual time worked and in addition, ordinary time for the actual time worked up to a maximum of eight (8) hours pay at ordinary time.
 - (2) Any of the other days prescribed in paragraph (a), of this subclause, time and one-half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of eight (8) hours' pay at ordinary time.
 - (d) An employee required to work on any of the public holidays prescribed in subparagraph (1), of paragraph (a), of this subclause shall be guaranteed four (4) hours' work or shall be paid for four (4) hours at the appropriate rate.
- (ii) An employee whose services are dispensed with within seven (7) days of the commencement of any week in which one or more public holidays occur and who is re-engaged by the same employer within seven (7) days of the said week shall be paid an ordinary day's pay for each public holiday so occurring at the rate prescribed for the class of work performed by the employee prior to the employee's services being dispensed with.
- (iii) An employee who, without permission of the employer or without reasonable cause is absent from duty on the working day immediately preceding or the working day immediately succeeding any public holiday or series of public holidays shall not be entitled to payment for such public holiday, or series of public holidays, provided that if an employee is absent as aforesaid on one only of the working days

preceding or succeeding a services of public holidays the employee shall lose the holiday pay only for the holiday closest to the day of absence.

Section III - Industrial Relations and the Union

16. DISPUTES PROCEDURE

- (i) Subject to *the Industrial Relations Act 1996*, any dispute shall be dealt with in the following manner:
 - (a) The representative of the Union on the job and the appropriate supervisor shall attempt to resolve the matters in issue in the first place.
 - (b) In the event of failure to resolve the dispute at job level the matter shall be the subject of discussions between an organiser of the Union and the workplace manager.
 - (c) Should the dispute still remain unresolved the Secretary of the Union or a representative will confer with senior management.
 - (d) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.
- (ii) All work shall continue normally while these negotiations are taking place.

17. UNION DELEGATE

- (i) An employee appointed as union delegate to the yard, depot or garage shall upon notification thereof to the employer by the branch or sub-branch secretary of the union, be recognised as the accredited representative of the union.
- (ii) Any matter arising in the yard, depot or garage affecting members of the Union may be investigated by the delegate and discussed with the employer or the employer's representative. The delegate shall on request, be allowed a reasonable opportunity to carry out such duties at a time reasonably convenient to the delegate and the employer.
- (iii) If a matter in dispute is not settled the delegate shall, on request, be allowed access to a telephone for a reasonable opportunity to notifying the union branch or sub-branch concerned.

18. NOTICE BOARD

The employer shall supply a notice board of reasonable dimensions to be erected or to be placed in a prominent position in the yard, depot or garage upon which accredited representatives of the Union shall be permitted to post formal Union notices signed by the representative or representatives.

19. UNION'S PICNIC DAY

- (i) Easter Saturday shall be recognised as the Union's Picnic Day.
- (ii) In addition to all other payments due to an employee, a financial member of the Union other than a casual employee shall, upon proof thereof, be paid an additional day's pay in the pay period in which Easter Saturday falls.
- (iii) A financial member of the Union who is required to work on Easter Saturday shall be paid at the rate of time and one-half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of eight (8) hours' pay at ordinary time.
- (iv) For the purpose of this clause, "financial member of the Union" shall mean an employee who is, at the time of the Picnic Day, a financial member, or who was a financial member of the Union as at 31 December of the preceding year.

Section IV - Other Provisions

20. ANTI-DISCRIMINATION

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 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; or
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 20.5 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.

21. DUTIES OF DRIVERS

Where reasonably required by the employer, drivers' duties shall include minor repairs such as changing tail lights, and each driver shall be ready, willing and able to perform non-specialist vehicle maintenance tasks where practicable.

22. MIXED FUNCTIONS

- (i) An employee required by an employer to work for less than two hours a day on work carrying a higher rate of pay shall be paid at the higher rate for the actual time so worked, and when required to work for more than two hours a day on such work shall be paid as for a whole day's work.
- (ii) This clause shall not apply to actual periods of one hour or less or to interchange work arranged between employees to meet their personal convenience.

23. UNIFORMS AND PROTECTIVE CLOTHING

- (i) Where an employee is required by an employer to wear a distinctive uniform the same shall be provided, free of costs, by the employer.
- (ii) Where requested by the employee, an employer shall provide rubber gloves, gum boots and waterproof coat or apron, free of cost, for the use at work of an employee required to wash vehicles.
- (iii) Wet weather clothing consisting of waterproof hat, coat and trousers shall be provided for employees required to work in the rain.

- (iv) The clothing provided in accordance with this clause shall be renewed when reasonably necessary. It shall only be worn when the employee is engaged on work for the employer and shall remain the property of the employer and shall be returned to the employer on demand in a condition commensurate with normal wear and tear. An employee may be required by an employer to sign a receipt for such clothing upon it being issued to the employee.
- (v) The employer shall supply and launder overalls for each tanker driver.

24. AMENITIES

- (i) The following facilities shall be available at all yards, depots, or garages where employees are engaged under the provisions of this award:
 - (a) proper dressing rooms with adequate washing facilities, including showers with both hot and cold water;
 - (b) proper lock-up clothing lockers;
 - (c) where employees are required to partake of meals at the employer's yard, depot or garage; a dining room with adequate seating and table accommodation for the partaking of meals, also facilities for boiling water and heating food; and
 - (d) proper lavatory facilities.
- (ii) Employees shall place all personal belongings in the lockers provided.

25. UNAUTHORISED PERSONS RIDING ON VEHICLES

An employee shall not permit any unauthorised persons to accompany the employee on the vehicle, nor permit any such person to assist the employee in delivery of goods, wares, merchandise or material unless, such person has been engaged as an employee or is the owner of such goods, wares, merchandise or material or is the agent or representative of such owner.

26. LIMITATION OF DRIVING HOURS

See the *Road Transport (General) Act 1999* and Regulations.

27. HOODS AND WINDSCREENS

The employer shall provide all vehicles with hood, windscreen, cushioned seat and back rest. The driver's cabin of each vehicle shall be ventilated adequately and shall be supplied with cabin doors and windows: Where this is not practicable side curtains may be fitted as an alternative. No driver shall be required to drive a vehicle with a cracked or broken windscreen, windows, rear vision mirror or lights or which otherwise contravenes the *Road Transport (General) Act 1999* and Regulations.

28. TOOLS AND APPARATUS

- (i) The employer shall provide and shall maintain all necessary tools, ropes, packing and any other equipment necessary to perform the work.
- (ii) In all cases where employees are called upon to move heavy articles reasonably requiring the use of a Samson or other suitable type of truck this shall be provided.

29. DEFINITIONS

- (i) Articulated vehicle shall mean a motor propelled vehicle used for the conveyance of goods, or merchandise and the like and comprising two separate units, viz., a tractor and semi-trailer.
- (ii) Conciliation Committee shall mean the Carters, &c., Trade Waste (State) Industrial Committee.

- (iii) Double time shall mean the employee's ordinary rate of pay plus 100 per cent.
- (iv) Driver shall mean any person engaged to drive or control any type of vehicle specified in this award irrespective of his other duties. This definition shall not exclude other duties ordinarily performed by a driver.
- (v) Manufacturers' gross vehicle weight (G.V.W.) shall mean the weight of a motor wagon and its load as specified by the manufacturer. It may be ascertained by reference to the model specification plate attached to the vehicle, or failing this, by reference to the Roads and Traffic Authority of New South Wales, the manufacturer of the motor wagon or his agent.
- (vi) Motor wagon shall mean a motor propelled vehicle used for the conveyance of loads and so construed that the portion containing the motive power and the load carrying portion form one rigid unit.
- (vii) Other Agreed Starting Place shall mean a place, other than the employer's yard, depot, or garage, at which it is agreed between the employer and the employees affected such employees will be in attendance at the time or times fixed ready to commence working ordinary working hours. Upon such agreement having been reached between the employer and the employees, as aforesaid, the employer shall forthwith notify the branch or sub-branch secretary of the Union of the location of such other agreed starting place.
- (viii) Semi-trailer shall mean that portion of an articulated vehicle on which the load is carried and which is attached to and is hauled by a tractor.
- (ix) Special Purpose Collection - shall mean waste collections not performed by any of the vehicles specified in Division A of Clause 1, Wages, of this award under classifications (a) to (f) inclusive.
- (x) Time and one-half shall mean the employee's ordinary rate of pay plus 50 per cent.
- (xi) Tractor shall mean that portion of a vehicle, not being a motor wagon, which provided the motive power.
- (xii) Trade effluent means materials such as acids, alkalis, detritus, oil residues, precipitates, silts, solvents, tannery waste and the like and which are the waste products of an industrial process.
- (xiii) Trailer shall mean a vehicle, not having its own motive power, attached by means of a drawbar to a motor-wagon and hauled behind such motor wagon.
- (xiv) Union shall mean the Transport Workers' Union of Australia, New South Wales Branch.
- (xv) Yardman means an employee engaged in or about yards, depots or garages and whose duties shall include, if required, the washing and greasing of motor vehicles and other equipment, the cleaning of tanks and containers and/or the servicing of tyres, driving of motor vehicles and other equipment with the yard.
- (xvi) Year shall mean the period from 1 July to 30 June next following.

30. FIRST AID

- (i) An employee appointed by the employer to perform first-aid duty shall be paid \$1.60 per day, in addition to the ordinary rate during such appointment.
- (ii) First-aid Outfit - A first-aid outfit shall be provided by the employer at each establishment, yard, depot and garage where there are employees covered by this award.

Such outfit is to comprise a first-aid ambulance chest, which shall:

- (a) be of sound construction, be dustproof and be distinctly marked with a white cross upon a green ground;

- (b) be so equipped and maintained as to contain at least the articles and appliances specified by the Occupational Health and Safety (First-Aid) Regulation, 1989;

(NOTE: The employer shall display a copy of the appropriate Schedule, above referred to, on or adjacent to the first-aid ambulance chest.)

- (c) contain nothing except requisite articles and appliances for first-aid;
- (d) be readily accessible to the persons employed in the establishment, yard, depot and garage; and
- (e) be placed under the charge of a responsible person or persons who or one of whom shall always be readily available during working hours. A clearly legible notice stating the name or names of the person or persons in charge of the ambulance chest shall be affixed in a conspicuous position on or adjacent to the chest.

31. JURY SERVICE

- (i) An employee required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.
- (ii) An employee shall notify the employer as soon as practicable of the date upon which the employee is required to attend for jury service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

32. AIR CONDITIONING OF VEHICLES

Because of the nature of the vehicles and the type of work performed, all new vehicles introduced or commissioned on or after the date of operation, of this award shall be air-conditioned; provided further that all Dumpmasters in existing fleets shall have air-conditioning installed.

33. GARAGING

Where an employee, at the request of an employer, garages the employer's motor wagon in covered garage space provided by the employer, such employee shall be paid the sum as described in Item 7 of Table 2 for each vehicle so garaged in addition to any other payments due to the employee.

34. EXEMPTION

This award shall not apply to an employee engaged on the collection of domestic waste for the major and substantial part of the employee's work each day and who, as an incident to that work, collects some trade waste using the same vehicle; provided that the Transport Industry - Waste Collection and Recycling (State) Award is observed in relation to such an employee.

35. JOINT CONSULTATION PROCEDURE, ETC

- (i) Regular three-monthly meetings for the purpose of joint consultation to assist industrial relations shall be held between Union and employer representatives.
- (ii) Union delegates shall be permitted by their employers to attend such meetings without loss of pay.
- (iii) A set of minutes from all such meetings shall be kept in a file accessible to all parties and such file shall also include any matters concerning yard policies or the like.
- (iv) Attendance by employees at any other Union meetings other than occupational health and safety meetings shall be unpaid unless otherwise agreed to by the employer.

36. ATTENDANCE AT REPATRIATION CENTRES

Employees, being ex-service personnel, shall be allowed as time worked, lost time incurred whilst attending repatriation centres for medical examination and/or treatment; provided that:

- (a) Such lost time does not exceed four hours on each occasion;
- (b) Payment shall be limited to the difference between ordinary wage rates from time lost and any payment received from the Department of Veterans' Affairs as a result of each visit;
- (c) The provisions of this subclause will apply to a maximum of four such attendances in any year of service with an employer.
- (d) The employee produces evidence satisfactory to the employer that the employee is required to and subsequently does attend a repatriation centre.

37. WASH-UP TIMES

Time spent by employees washing up after the completion of work shall not count as time worked.

38. LEAVE RESERVED

Leave is reserved to the parties to apply as it may be advised in respect of wages and/or conditions during the currency of this award.

Leave is also reserved concerning:

- 1 shift work;
- 2 spread of hours;
- 3 sick leave;
- 4 uniforms;
- 5 average earnings termination pay;
- 6 joint consultation clause;
- 7 articulated allowances;
- 8 prevention of injuries and accidents;
- 9 hours of work;
- 10 public holidays; and
- 11 Union's picnic day.

39. AREA, INCIDENCE AND DURATION

- (i) This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and replaces the Transport Industry - Trade Waste (State) published 18 September 1998 (306 IG 707) and all variations thereof.
- (ii) 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 for New South Wales on 18 December 1998 (308) IG 307) take effect on and from 30 July 2001.
- (iii) This award remains in force until varied or rescinded, the period for which it was made having already expired.
- (iv) It shall apply to employees of the classifications specified herein within the jurisdiction of the Carters, &c., Trade Waste (State) Industrial Committee.

40. LIMITATION OF OVERTIME

An employee who is required to work for a continuous period amounting to twelve (12) hours or more from the time of commencing work shall be entitled to be absent from work until the employee has had ten (10) consecutive hours off duty. Should the said ten (10) hours, or any part thereof, coincide with the employee's

ordinary hours of work the employee shall be paid at ordinary rates for the time, which falls within the employee's ordinary hours of work.

In the case of an employee who is engaged in trade waste work in connection with a continuous shift operation, the rest period shall, on each such day, be 8 hours in lieu of the normal 10 hours.

41. RECALL

An employee recalled for work shall be guaranteed and shall be paid for at least four-(4) hours work for each start at the appropriate rates of pay.

This clause shall also apply to any employee called upon to work before the employee's normal starting time, and whose overtime work does not continue up to such starting time.

42. AWARD MODERNISATION

- (i) 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.
- (ii) In conjunction with testing the new award structure that is to be introduced, the parties agreed that discussion should also take place at an enterprise level. Such discussion is intended to further the aims sought to be achieved by, and as are expressed in subclause (i) hereof.
- (iii) At each yard, depot or enterprise, an employer, the employees and their Union shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that yard, depot or enterprise.

Where yard, depot or enterprise discussions are considering matters requiring any award variation, the Union and the employer's Association shall be advised of the broad details including the award area/s likely to be affected, and, prior to agreement being reached, or at their request they shall be invited to participate. Such invitation shall be in writing and addressed to the Secretary of the Union and executive officer of the Association (or their nominee).

- (iv) At any stage in the development and/or conduct of enterprise level discussions, the parties may utilise the Disputes Procedure (Clause 41b) for assistance in progressing discussions.
- (v) Nothing in this clause shall prohibit the Union and an employer Association assisting in making an agreement to cover a number of enterprises in the same section of industry or in a similar business or enterprise which will assist or enhance the efficient operation of any enterprise and further the aims of subclause (i) hereof.
- (vi) The terms of any genuine agreement reached between the parties in any establishment/s shall substitute for the provisions of this award to the extent that they are contrary to the award, provided that:
 - (a) The majority of employees affected genuinely agree.
 - (b) All employees have been provided with the current provisions eg. award or industrial agreement applicable to those employees at the yard, depot or enterprise.
 - (c) No employee shall lose income as a result of the change; provided that this restriction shall not apply where an employee has elected to forego income, which exceeds their base rate of pay in return for an alternative benefit, eg. time off in lieu of overtime payments, increased leisure time through the implementation of a 12 hour shift system, etc.

For the purposes of this paragraph "income" shall mean the employee's regular weekly earnings upon which the employee could reasonably have come to rely.

- (d) The agreement shall be committed to writing and shall include a date of operation and a date of expiration.
 - (e) The agreement shall be signed by the employer, the representative/s of employees or the Union and a copy shall be sent to the Secretary of the Union and to the executive officer of the relevant employer's association/s.
 - (f) The Union and relevant employer association/s shall have 21 days in which to notify the employer (who shall then notify the employees' representatives) of any objection to the agreement, including the reasons for such objection.
- Where an objection is raised the parties should confer in an effort to resolve their different views. If the matter is not resolved in that way the employer may make application to vary the award to facilitate the agreement. Such application shall be made to the Industrial Commission of NSW.
- (g) The Union and/or employer's Association/s shall not unreasonably oppose any agreement reached under this clause.
 - (h) If no party objects, a consent application shall be made to the Industrial Commission to have the Agreement ratified.
- (vii) Where an agreement is ratified by the Industrial Commission under the procedure hereof, and the agreement relates to any provisions of this award, then the name of the establishment/s to which the agreement applies, the date of operation of the agreement, the award provisions from which the said establishment/s is/are exempted, 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 Schedule A to this Award.
 - (viii) Under the terms of this clause any award matter or condition of employment can be raised for discussion.
 - (ix) All registered industrial organisations which are parties to this award will continue to meet with the aim of modernising the award.

43. COMMITMENT TO TRAINING

- (i) The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of the trade waste disposal industry and trade waste disposal operations generally, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (a) developing a more highly skilled and flexible workforce;
 - (b) providing employees with career opportunities through appropriate training to acquire additional skills;
 - (c) removing barriers to the utilisation of skills acquired; and
 - (d) enhancing the knowledge and skills of Union representatives at the workplace with a view to creating more harmonious industrial relations.
- (ii) Following proper consultation in accordance with Clause 42, Award Modernisation, or through the establishment of a training committee, an employer shall develop a training program consistent with:
 - (a) the current and future skill needs of the enterprise;
 - (b) the size, structure and nature of the operations of the enterprise;

- (c) the need to develop vocational skills relevant to the enterprise and the transport industry through courses conducted by accredited educational institutions and/or providers.
- (iii) Where it is agreed a training committee be established that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:
- * formulation of a training program and availability of training courses and career opportunities to employees;
 - * dissemination of information on the training program and availability of training courses and career opportunities to employees;
 - * the recommending of individual employees for training and reclassification;
 - * monitoring and advising management and employees on the on-going effectiveness of the training.
- (iv) (a) Where, as a result of consultation in accordance with Clause 4 or through a training committee and with the employee concerned, it is agreed that additional training in accordance with the program developed pursuant to subclause (ii) herein should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
- (b) Any costs incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure.
- (c) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
- (v) Subclauses (ii), (iii) and (iv) herein shall operate as interim provisions and shall be reviewed after nine month's operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in subclause (i) herein. In this connection, the Union reserves the right to press for the mandatory prescription of a minimum number of training hours per annum, without loss of pay, for an employee undertaking training to meet the needs of an individual enterprise and/or the trade waste disposal industry.
- (vi) Any disputes arising in relation to subclauses (ii) and (iii) shall be subject to the provisions of Clause 16, Disputes Procedure, of this award.

PART B

MONETARY RATES

Table 1 - Wages

Item No.	Clause No.	Rate per week \$
1	2 Div A	458.20
2	2 Div A	537.60
3	2 Div A	565.20
4	2 Div A	580.60
5	2 Div A	590.00
6	2 Div A	602.90
7	2 Div A	608.50
8	2 Div A	637.40
9	2 Div A	684.60

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	1 Div B (i)	Drivers of rigid vehicles with a trailer attached	22.20 pw.
2	1 Div B (ii)	Accredited driver/trainer-working less than full-time training other employees	8.70
3	1 Div B (iii)	Drivers of vehicles carting medical or biological waste	5.40
4	7(ii)(a)	Meal Allowance	4.50
5	7(ii)(a)	Meal Allowance when overtime cancelled	7.65
6	30	First-aid allowance	1.60
7	33	Garaging	15.10

Table 3 - Income Protection on Six Day Rosters

Classification	Rate pw \$
Transport Worker Grade One (General hand - in training)	555.70
Transport Worker Grade One (General hand)	652.00
Transport Worker Grade Two	685.50
Transport Worker Grade Three	704.20
Transport Worker Grade Four	715.50
Transport Worker Grade Five	731.30
Transport Worker Grade Six	738.00
Transport Worker Grade Seven	773.10
Transport Worker Grade Eight	832.30

F. MARKS, *J*

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(752)

SERIAL C0731**TRANSPORT INDUSTRY - TRADE WASTE (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC182 of 1999)

Before the Honourable Justice Marks

11 September 2001

AWARD**PART A**

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PART B - MONETARY RATES

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Table 3 - Income Protection on Six Day Rosters - Saturday

Table 4 - Income Protection on Six Day Rosters - Sunday

Table 5 - Income Protection on Seven Day Rosters - Saturday & Sunday

Section I - Wages, Allowances and Hours of Employment

1. WAGES

NOTE:

- (i) For the purposes of computing wages, overtime, etc., the additional amounts referred to in Division B of this clause form part of the weekly wage for the work performed.
- (ii) For the purposes of computing wages, overtime, etc., the additional amounts referred to in Division B of this clause form part of the weekly wage for the work performed.

Division A - General Rates - The wage rates for the classification in this division are as set out in Table 1 - Wages, of Part B, Monetary Rates:

Transport Worker Grade One

- (A) General Hand - in training (permitted to perform ancillary driving duties requiring a Class 1A license) - as set out in Item 1 of the said Table 1.

- (B) General Hand - as set out in Item 2 of Table 1.

Transport Worker Grade Two - as set out in Item 3 of Table 1.

Driver/operator of rigid vehicles with up to 3 axles with lift on/lift off system or with HIAB or rear lift system, and including pantechnicons.

Transport Worker Grade Three - as set out in Item 4 of Table 1.

Driver/operator of rigid vehicles with up to 4 axles with roll on/roll off system or with hook lift system.

Transport Worker Grade Four - as set out in Item 5 of Table 1.

Driver/operator of rigid vehicles with up to 4 axles with front lift system.

Transport Worker Grade Five - as set out in Item 6 of Table 1.

Driver/operator of trade effluent system vehicles or rigid tanker vehicles or rigid tanker vehicles with up to 3 axles.

Transport Worker Grade Six - as set out in Item 7 of Table 1.

Driver/operator of rigid tanker vehicles with up to 4 axles or articulated transfer station line haul vehicles with up to 6 axles.

Transport Worker Grade Seven - as set out in Item 8 of Table 1.

Driver/operator of articulated tanker vehicles with up to 6 axles.

Transport Worker Grade Eight - as set out in Item 9 of Table 1.

Driver/operator of double-articulated vehicles (including tankers).

Division B - Extra Payments

- (i) Drivers of rigid vehicles with a trailer attached thereto shall be paid the rate for the appropriate classification in Division A and in addition thereto, the amount as set out in Item 1 of Table 2 - Other Rates and Allowances, of the said Part B.
- (ii) Employees under this award who are accredited driver/trainer-assessors working less than full-time at training other employees under this award shall be paid the rate for the appropriate classification in Division A and in addition thereto, the amount as set out in Item 2 of the said Table 2, while performing such training duties.
- (iii) Drivers of vehicles under this award while carting medical or biological waste shall be paid the rate for the appropriate classification in Division A and in addition thereto, the amount as set out in Item 3 of Table 2.

Division C - Casual Employees

Casual employees shall be paid the rates specified in Division A and the additional amounts (where applicable) in Division B and in addition thereto 20% of such rates and additional amounts (where applicable). This additional loading is deemed to include all amounts payable under the *Annual Holidays Act* 1944, for annual leave. This additional loading forms part of the casual rate for all hours worked, whether ordinary time or at prescribed penalty rates..

Division D - Spare Drivers

A "spare driver" shall be paid at the appropriate rates as prescribed in Divisions A, B and C for the most predominant vehicle in the fleet at the yard or depot. If a "spare driver" is required to drive a vehicle at any time for which a higher rate is prescribed under this award, then clause 22, Mixed Functions, of this Award shall apply.

Leave Reserved

Leave is reserved for the Union to apply for an allowance for drivers who are required to have a dangerous goods license for the performance of their duties.

Leave is reserved for the employer parties to have a requirement for employees to drive vehicles with dangerous goods placarding included in the classification definitions in this award.

2. TERMS OF EMPLOYMENT

- (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 consistent with the classification structure of this award, provided that such duties are not designed to promote de-skilling.
- (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 trained in the use of such tools and equipment.
- (iii) Any direction issued by an employer pursuant to paragraphs (i) and (ii) hereof shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (iv) The employment of a weekly or part-time employee may be terminated only by one week's notice on either side which may be given at any time or by payment by the employer or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of misconduct.
- (v) An employee with more than two months' service on leaving or being discharged shall, upon request, be given a reference or certificate of service in writing. Such reference or certificate of service shall at least contain information as to the length and nature of the employment of the employee.

2a. COMMITMENT

- (i) The Transport Workers' Union will not be making any claim for wage increases in relation to or in connection with the August 1997, June 1998, June 1999 or June 2000 State Wage Cases. The wage increases arising under this award may be offset against any existing over award payments, whether arising from an enterprise bargain or not.
- (ii) The parties to this award to agree to enter into negotiations in a bona fide manner three months before the expiration of this award with the object of making a replacement award to take effect from the first pay period to commence on or after the day upon which this award expires.

3. HOURS OF EMPLOYMENT

- (i) The ordinary hours of work for all employees shall not exceed 38 hours per week or 76 hours per fortnight or 114 hours per 3 weeks or 152 hours per 4 weeks and shall be worked between Monday and Friday inclusive.
- (ii) Weekend Work as Ordinary Hours of Work.
 - (a) Saturday as an Ordinary day. The ordinary hours of work prescribed in 3(i) may also be worked upon a Saturday, provided that:
 - (1) The number of ordinary hours to be worked on a Saturday shall not be less than 7.6 or more than 8;
 - (2) Employees working ordinary hours on a Saturday shall be paid an additional 50% of the rates prescribed for their respective classifications for the ordinary hours worked on that day;
 - (3) Any permanent employee employed at the date of the making of the Transport Industry - Trade Waste (State) Award, 1998, published 18 September, 1998 by an employer who, prior to the making of this award, regularly worked ordinary hours Monday to Friday and overtime Saturday, and as a result of this award is required to work Saturday as an ordinary day, shall receive not less than the amounts shown in Table 3 of Part B of this award for the relevant classification for ordinary hours worked; provided that this restriction shall not apply where an employee elects to forego income which exceeds the employee's base rate of pay in return for an alternative benefit (eg. time off in lieu of

overtime, increased leisure time etc), or otherwise where the union agrees that is shall not apply. "Regularly" in this context means at least two weeks in four. The amounts referred to in Table 3 are only payable in a pay week in which the employee actually worked Saturday as an ordinary day.

- (4) Any employee required to work ordinary hours on a Saturday will be given a minimum of 7 days notice; and
 - (5) The employee must have Sunday and Monday as days off (unless they are worked as overtime).
- (b) Sunday as an Ordinary Day. The ordinary hours of work prescribed in 3(i) may also be worked upon a Sunday by agreement in writing with individual employees affected (i.e. you don't have to work Sunday if you don't want to), provided that:
- (1) The number of ordinary hours to be worked on a Sunday shall not be less than 7.6 or more than 8;
 - (2) Employees working ordinary hours on a Sunday shall be paid an additional 100% of the rates prescribed for their respective classifications for the ordinary hours worked on that day;
 - (3) Any permanent employee employed at the date of the making of this award by an employer who, prior to the making of this award, regularly worked ordinary hours Monday to Friday and overtime Sunday, and as a result of this award agrees to work Sunday as an ordinary day, shall receive not less than the amounts shown in Table 4 of Part B of this award for the relevant classification for ordinary hours worked; provided that this restriction shall not apply where an employee elects to forego income which exceeds the employee's base rate of pay in return for an alternative benefit (eg. time off in lieu of overtime, increased leisure time etc), or otherwise where the union agrees that is shall not apply. "Regularly" in this context means at least two weeks in four. The amounts referred to in Table 4 are only payable in a pay week in which the employee actually worked Sunday as an ordinary day; and
 - (4) The employee must have two consecutive days off (unless they are worked as overtime).
- (c) Saturday and Sunday as Ordinary days. The ordinary hours of work prescribed in 3(i) may also be worked upon Saturday and Sunday by agreement in writing with individual employees affected (ie. you don't have to work Sunday if you don't want to), provided that:
- (1) The number of ordinary hours to be worked on the Saturday and the Sunday shall not be less than 7.6 or more than 8 on either day;
 - (2) Employees working ordinary hours on a Saturday shall be paid an additional 50% and on a Sunday an additional 100% of the rates prescribed for their respective classifications for the ordinary hours worked on that day;
 - (3) Any permanent employee employed at the date of the making of this award by an employer who, prior to the making of this award, regularly worked ordinary hours Monday to Friday and overtime on Saturday and Sunday, and as a result of this award agrees to work Saturday and Sunday as ordinary days, shall receive not less than the amounts shown in Table 5 of Part B of this award for the relevant classification for ordinary hours worked; provided that this restriction shall not apply where an employee elects to forego income which exceeds the employee's base rate of pay in return for an alternative benefit (eg. time off in lieu of overtime, increased leisure time etc), or otherwise where the union agrees that is shall not apply. "Regularly" in this context means at least two weeks in four. The amounts referred to in Table 5 are only payable in a pay week in which the employee actually worked Sunday as an ordinary day; and
 - (4) The employee must have two consecutive days off (unless they are worked as overtime).

- (iii) The ordinary hours of work for all employees shall not exceed 8 hours per day, exclusive of meal breaks, and shall be worked between the hours of 6.00 am and 7.00 p.m.
- (iv) The 38-hour week may be worked under one of the following methods:
 - (a) Rostered Day Off in a 4 Week Cycle
 - (1) Employees shall work to a roster drawn up in each workplace providing for 19 days each of eight hours over a continuous four-week period.
 - (2) Each employee shall take a rostered day off in accordance with the roster.
 - (3) Rostered days off may be accumulated to a maximum of ten (10) days over a 40-week period. Rostered days off may be credited to and be taken by an employee in advance to a maximum of five (5) days.
 - (4) In those arrangements where rostered days off are not accumulated an employer may, due to operational requirements, require an employee not to take a rostered day off during the period it accrues. In this event a replacement rostered day off shall be taken on the following basis:
 - (a) Where the rostered day off not taken was either a Friday or Monday, the next practicable Friday or Monday shall be taken as a replacement rostered day off.
 - (b) Where the rostered day off not taken was a Tuesday, Wednesday or a Thursday, the replacement rostered day off shall be taken on the first practicable day available for the taking of such replacement rostered day off.
 - (5) Otherwise an employee's normal rostered day off may be changed during the currency of a roster period by agreement between the employer and such employee. In the absence of such agreement 48 hours notice of such alteration shall be given to the employee.
 - (6) Calculation of Payment: Payment shall be for 7 hours 36 minutes per day with accrual as entitlement for a rostered day off being made on the basis of a nineteen day period where an employee works 152 hours within a work cycle not exceeding twenty-eight consecutive days at 24 minutes per day.
 - (7) An employee whose rostered day off occurs on a payday shall be paid wages on the next ordinary working day following the rostered day off.
 - (8) Where an employer is required to service a particular industry or plant or section thereof and there has been a cessation of operations resulting from annual close down, such employer may require employees to take a rostered day or days off to coincide with the day or days that the operations are closed. In this event, a rostered day or days off which would normally become due to the employee shall not become so due for the number of days taken pursuant to the provisions of this paragraph; provided however that an employee disadvantaged in terms of leisure time by a rostered day or days off normally falling on a Friday or a Monday being required to be taken on a Tuesday, Wednesday or Thursday, then such employee shall be rostered to take a Friday or Monday day off on the earliest practicable opportunity upon the normal roster being resumed.
 - (9) Where an employee works an ordinary day on a Saturday pursuant to Clause 3(ii), such employee's rostered day off must not be rostered to occur on a Saturday.
 - (b) Other Than a Rostered Day Off in a 4 Week Cycle:
 - (1) Where an employer is required to service a particular industry or plant or section thereof which is operating under arrangements for a reduced working week other than that provided for in Clause 3(iv)(a), the employer may arrange the hours of work of an employee to be applicable to that particular industry or plant, or section thereof, provided

that such hours shall not be in excess of the normal hours of work permitted by this clause.

- (2) The employer may require employees to work ordinary hours over five days, Monday to Friday inclusive, which shall not exceed 38 hours, which may be worked over four days of 8 hours each and one day of 6 hours. On the day on which 6 hours is worked, those 6 hours may be worked continuously without a meal break.
- (3) The employer may require employees to work ordinary hours over a two-week period (10 working days) Monday to Friday inclusive of not more than 76 hours. To achieve this, the employer may roster employees off, half a day (4 hours) on one of the days in one of those normal working weeks.
- (v) More than one of the methods of implementation of an average 38 hour working week referred to in this clause may be simultaneously implemented for different groups of workers in the one workplace; provided that agreement shall be reached with the majority of employees so affected.
- (vi) Methods of implementation of an average 38 hours working week other than those referred to in this clause may be instituted by arrangement with the Union.
- (vii) In response to changed requirements of the employer's clients, the employer may alter the method(s) by which a 38-hour week is worked in the workplace, provided that the altered method(s) so chosen shall comply with the requirements of this clause.
- (viii) Start and finish times
 - (a) Within the limits prescribed in this clause, each employee shall be in attendance at the workplace or other agreed starting place ready to commence work in ordinary working hours and work shall be deemed to have commenced, for each employee in attendance, at the time and place so fixed.
 - (b) Working in ordinary working hours shall be deemed to have finished, for those employees in attendance, when a period of eight hours, exclusive of a break for a meal, calculated from the fixed starting time, has elapsed.
 - (c) Different starting times within the span of ordinary hours may apply to different groups of employees in a workplace.
 - (d) Any employee who is not in attendance at the workplace or other agreed starting place ready to commence work at the fixed starting time or who fails to attend for eight hours from that time shall be paid only for the actual hours worked.
 - (e) The employer may only alter the time and place fixed in accordance with Clause 3(viii)(a), by notice posted for 7 days at the workplace or other agreed starting place; provided that the start time may be changed where it is necessary for reasons beyond the employer's control by notification before the end of the previous day's work or with 24 hours notice where work has not been performed the previous day.

4. SHIFT WORK

- (i) Definitions
 - (a) "Early Morning Shift" shall mean a shift to which an absolute majority of permanent employees in a yard or depot have agreed by vote may be worked at that yard or depot and which commences at or after 4.00 am and before 6.00 am.
 - (b) "Afternoon Shift" shall mean a shift which finishes after 7.00 p.m. and at or before midnight.
 - (c) "Alternate Early Morning/Afternoon Shift" shall mean a shift which alternates between early morning shift (as defined in (a) above) and afternoon shift.

- (d) "Night Shift" shall mean a shift which finishes subsequent to midnight and at or before 8.00 am.
 - (e) "Alternate Night/Afternoon Shift" shall mean a shift which alternates between night shift and afternoon shift or night shift and afternoon shift and day work.
 - (f) "Alternate Night/Day Shift" shall mean a shift, which alternates between night and day shift.
 - (g) "Shift Work" shall mean work extending for at least 4 weeks and performed either in daily recurrent periods or in regular rotating periods within the limits defined for "Early Morning Shift" or "Afternoon Shift" or "Night Shift".
- (ii) Weekly Employees
- (a)
 - (1) The hours of work of weekly employees on shift work shall be an average of 38 per week.
 - (2) Such work shall be arranged as provided for by Clause 3, Hours of Employment, of this award, provided that employees may be rostered to work shift work over five days within a six or seven day spread with two consecutive days off.
 - (3) Crib time on any shift shall be at a time fixed by the employer and shall be varied except in an emergency: provided that an employee shall not be required to work more than 5 hours without a crib break.
 - (b)
 - (1) There shall be a shift roster, which shall provide for rotation unless otherwise agreed between the employer and the employee.
 - (2) Such shift roster shall specify the commencing and finishing time or arranged ordinary hours of respective shifts. A copy of such shift roster shall be kept in a prominent place. Such roster having been fixed may be varied by agreement between the employer and the employee affected to suit the circumstances of the establishment, provided that the Union is notified of such agreement by seven (7) days' notice of such alteration given by the employer to the employee affected or in the case of changes necessitated by circumstances outside the control of the employer by twenty-four (24) hours' such notice.
 - (3) Day workers may be transferred to shift work be seven (7) days' notice given by the employer to the employee or in cases where sudden or unforeseen circumstances make the change necessary by twenty-four (24) hours' such notice.
- (iii) Allowances
- (a) For ordinary hours of shift work, shift workers shall be paid the following extra percentages of the rates prescribed for their respective classifications:

(1)	Early Morning Shift	12.5%
(2)	Permanent Afternoon Shift	17.5%
(3)	Alternate Early Morning/Afternoon Shift	
	-When on early morning shift	15%
	-When on afternoon shift	15%
(4)	Permanent Night Shift	30%
(5)	Alternate Night/Afternoon Shift	
	-When on afternoon shift	17.5%
	-When on night shift	30%
(6)	Alternate Night/Day Shift	
	-When on night shift	25%
 - (b) Shift workers rostered on a shift the major portion of which is performed on a Saturday, Sunday or public holiday shall be paid as follows:

(1)	Saturday	At the rate of time and a half
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(2)	Sunday	At the rate of double time
(3)	Public Holidays	At the rate of double time and a half

The penalty rates prescribed by this sub-clause for work on a Saturday, Sunday or a public holiday shall be payable in lieu of the shift allowances prescribed in subclause (iii)(a) hereof.

Notwithstanding anything contained herein, each shift shall be paid for at the rate applicable to the day on which the major portion of the ordinary time of the shift is worked.

(iv) Overtime

For all time worked outside or in excess of the arranged ordinary shift hours or pursuant to circumstances under subclause (ii)(b)(2) hereof shift workers shall be paid at time and a half for the first 2 hours and double time thereafter and provided that for shifts the major portion of which fall on a Sunday or a public holiday all overtime shall be paid at the rate of double time.

(v) Casual Employees

- (a) Casual employees may be engaged on shift work on less than 38 hours per week.
- (b) Such employees must be paid a minimum payment of 8 hours per shift.
- (c) Casual shift workers shall be entitled to the appropriate shift penalty as provided for in subclauses (iii)(a) and (b) hereof plus 20% of such rate. This additional loading is deemed to include all amounts payable under the *Annual Holidays Act* 1944, for annual leave. This additional loading forms part of the casual rate for all hours worked, whether ordinary time or at prescribed penalty rates.
- (d) Casual shift workers who work in excess of the arranged ordinary hours of the shift on which they are rostered shall be entitled to the appropriate overtime rates provided for in subclause (iv) hereof.
- (e) Casual shift workers for work on a rostered shift the major portion of which is performed on a Saturday, Sunday or public holiday shall be paid at the appropriate rates provided for in subclause (iii)(b) hereof and in addition thereto a loading 20% of such rate. This additional loading is deemed to include all amounts payable under the *Annual Holidays Act* 1944, for annual leave. This additional loading forms part of the casual rate for all hours worked, whether ordinary time or at prescribed penalty rates, provided that such payments for work on a Saturday, Sunday or public holiday shall be in lieu of the shift allowances provided for in subclause (iii)(a) hereof.
- (f) After a maximum of 5 hours work a casual shift worker shall be entitled to paid crib time of 20 minutes.

(vi) Meal Time

All shift workers whilst working on early morning, afternoon or night shift shall be entitled to a paid crib time of 20 minutes. Such crib time shall be allowed and taken as prescribed in subclause (ii)(a)(3) hereof.

(vii) Prior Arrangements

Arrangements as to shift work entered into between the Union and any employer prior to the introduction of this clause into the award, which provide for more advantageous conditions for employees than this clause shall not be altered without the agreement of the Union.

5. OVERTIME

- (i) Overtime at the rate of time and one-half for the first two (2) hours and double time thereafter shall be paid to all employees, including casuals, as follows:
 - (a) For all time worked within the spread of ordinary hours referred to in Clause 3(iii) in excess of the ordinary hours of work in any week.
 - (b) For all time worked within the spread of ordinary hours referred to in Clause 3(iii) in excess of the daily limitations on working of hours prescribed in Clause 6 or before the fixed commencing time or after the fixed finishing time.
 - (c) For all time worked outside the spread of ordinary hours referred to in Clause 3(iii).
 - (d) For the purpose of the computation of overtime each day shall stand alone; provided that where work continues beyond midnight, double time shall be paid until the completion of such overtime.
- (ii) In the calculations of overtime, portions of hours shall be taken to the nearest one-tenth of an hour.
- (iii) Casuals - In the case of casual employees, the overtime rate shall be calculated on the casual rate of pay.

6. SATURDAY AND SUNDAY WORK

- (i) Saturday Work
 - (a) An employee required to work on a Saturday (where it is not an ordinary day pursuant to Clause 3(ii)) shall be paid at the rate of time and one-half for the first two (2) hours and double time thereafter for all time worked, with a minimum payment of four (4) hours at the appropriate rate of pay, whether the employee works for that period of time or not.
 - (b) An employee (other than an employee working on ordinary shift) who is required to commence work on a Saturday at 12 noon or thereafter, shall be paid at double time.
- (ii) An employee required to work on a Sunday shall be paid at the rate of double time for all time worked, with a minimum payment of four (4) hours at the appropriate rate of pay, whether the employee works for that period or not. (To avoid doubt, where Sunday is worked as an ordinary day pursuant to clause 3(ii), any hours worked in excess of the ordinary hours of work shall be paid at the overtime rate of double time).

7. MEAL BREAKS AND ALLOWANCES

- (i) On the days Monday to Friday, inclusive, there shall be one unpaid break of not less than 30 minutes nor more than one (1) hour for lunch between the hours of 11.30 am and 1.30 p.m., which break shall be taken in such period by the employee on a flexible basis according to the demands of work. Provided that an employee shall not be required to take such lunch break before a period of four hours calculated from his normal starting time has elapsed.
 - (a) Within the limitation prescribed in this subclause the employer shall nominate the length of the lunch break to be taken by various employees and this shall be recognised as their regular lunch break. Once fixed the length of the lunch break may only be altered by three- (3) days' notice being given to the employee concerned.
 - (b) An employee whose regular lunch break exceeds 30 minutes may be required by their employer on any day to take a lunch break of a lesser period not being less than 30 minutes and in this case the employee shall be paid at the rate of time and one-half for the time worked during such regular lunch break.
- (ii) (a) An employee who is required to work overtime on any weekday for a period of two (2) hours or more after the employee's normal finishing time shall be allowed a paid crib break of 20 minutes not later than 5 hours after the end of the employee's lunch break and the employee shall unless

the employee was notified the previous day or earlier that the employee would be required to work such overtime be paid a meal allowance as set out in Item 4 of Table 2 of Part B. Where notification to work overtime has been given on the preceding day or earlier and such overtime is then cancelled on the day such overtime was to be worked an employee shall be paid a meal allowance as set out in Item 5 of Table 2 of Part B. Where an employee is required to work for 10 hours or more on any day the meal allowance prescribed herein shall be paid at the commencement of that work as "breakfast money".

- (b) An employee who, on any week day, is recalled to work after having finished work for the day or who is called upon to work before the employee's normal starting time and where such work does not continue up to the employee's normal starting time shall be allowed a paid crib break of 20 minutes for each 5 hours worked calculated from the time of commencement of work or from the end of the previous crib break, whichever applies.
- (c) An employee who on any week day is required to start work prior to 6.00 am and who continues such work up to and after the employee's normal starting time shall be allowed a paid crib break of 15 minutes between the hours of 8.00 am and 9.00 am.
- (iii) (a) An employee required to work on a Saturday, Sunday or public holiday shall be allowed a paid crib break of twenty (20) minutes for each five (5) hours worked the said five (5) hours to be calculated from the time of commencement of work or from the end of the previous crib break whichever applies.
- (b) An employee required to work for a period of eight (8) hours between the hours of 6.00 am and 4.00 p.m. on a Saturday, Sunday or public holiday may be allowed the usual weekday lunch break and in that case the provisions of paragraph (a) of this subclause shall not apply.
- (iv) Except so far as is altered expressly by this clause, existing custom and practice concerning crib breaks and meal hours shall continue during the currency of this award.

8. CASUAL EMPLOYEES

- (i) Casual employees shall be paid the rate specified in Part B for the appropriate classification specified in Clause 1 of this award, and in addition 20% of such rate. This additional loading is deemed to include all amounts payable under the *Annual Holidays Act* 1944, for annual leave. This additional loading forms part of the casual rate for all hours worked, whether ordinary time or at prescribed penalty rates.
- (ii) Irrespective of hours worked, a casual employee shall be paid a minimum of four hours work for each start.
- (iii) No employer shall engage casual employees in excess of one quarter of the number of weekly employees (i.e. other than casual employees) employed plus one additional casual employee.
- (iv) Upon request, any employer employing casual employees under this award shall furnish an accredited representative of the union with the number of employees engaged on any specified day, showing separately the number of casuals employed on such day.

9. PART-TIME EMPLOYEES

Employees may be employed on a permanent basis to work regular days and regular hours less than 38 hour per week, provided that:

- (i) The set weekly hours for such an employee shall be determined upon engagement and thereafter not changed other than by agreement;
- (ii) Notwithstanding (i) above, the hours set for a part-time employee shall not be less than 4 consecutive hours in any day or less than 20 hours in any week, except in the case of a part-time employee who agrees to work on only two days of the week in which case the minimum number of ordinary hours shall be 7.6 hours on each day and the maximum number of ordinary hours shall be eight hours on each day.

- (iii) All work over the set hours determined at engagement shall be paid at overtime penalty rates.
- (iv) The spread of ordinary hours allowable for part-time employees shall be as set out in Clause 3, Hours of Employment, and their hourly rate equal to the appropriate rate as set out in Clause 1, Wages, and divided by 38.
- (v) The ratio of full-time employees to non-full-time employees (including casual and permanent part-time employees), shall remain 4:1.
- (vi) All other provisions of this Award, where applicable, shall apply to part-time employees in the same ratio as their ordinary hours of work are to 38 hours per week.

10. PAYMENT OF WAGES

- (i) Subject to Clause 10(vi), all wages shall be paid weekly in cash or by electronic funds transfer, on Thursday or Friday, as determined by the employer, and the day, on being fixed, shall not be altered more than once in three months. Where a public holiday falls on a Friday, the payment of wages that week shall, as far as practicable, be made on the preceding Wednesday. Provided that wages may be paid by cheque with the agreement of a majority of employees at each yard.
- (ii) No employee should have the pay day changed unless given at least seven (7) days' notice.
- (iii) Except as otherwise provided for in this clause no employer shall hold more than two days' wages in hand.
- (iv) Where an employer holds less than two days' wages in hand, payment for any overtime worked after the normal finishing time on the last day of the pay week shall be paid to the employee on the next succeeding pay day.
- (v) Casual employees shall be paid at the end of each day or at the termination of their casual employment.
- (vi) Where wages are paid in cash, they shall be paid to the employee at the workplace or other agreed starting place or otherwise by agreement between the employer and the employee or employees concerned.
- (vii) Where wages are paid in cash, wages shall be paid without unnecessary delay after the employee ceases work on pay day. An employee kept waiting for wages on pay day for more than a quarter of an hour after ceasing work shall be paid at overtime rates after that quarter of an hour with a minimum payment equal to 1/5th of an hour.
- (viii) In the case of an employee whose services are terminated on other than a pay day such employee shall be paid all wages due either prior to or immediately upon cessation of work on the final day of employment.
- (ix) An employee, other than a casual employee, who desires to terminate employment on a day other than pay day shall give notice to the employer on commencing work in the morning in which case the employee shall be paid all wages due when the employee has finished the day's work, otherwise wages may be paid on the following working day at a time stipulated by the employer but not later than 12 mid-day.
- (x) Each employee shall be supplied with a pay envelope or statement in writing on which shall be endorsed:
 - (a) The name and classification of the employee.
 - (b) The gross amount of wages, inclusive of overtime and other earnings.

- (c) The amount paid as overtime or such information as will enable the amount paid as overtime to be calculated by the employee.
- (d) The amount deducted for taxation purposes.
- (e) Particulars of all other deductions or the total amount of such deductions; and
- (f) The net amount paid.

Section II - Leave Entitlements and Public Holidays

11. ANNUAL LEAVE

- (i) See *Annual Holidays Act*, 1944.
- (ii) An employee at the time of entering upon a period of annual leave in accordance with the *Annual Holidays Act*, shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of three and one-third (3) hours' ordinary pay for each completed month of service.

12. SICK LEAVE

- (i) "Year" shall mean the period of twelve months measured for each employee from the day of commencement of the employee's current period of employment.
- (ii) An employee, with not less than three months' continuous service as such in the transport industry, including the industry covered by this award, who is absent from work by reason of personal illness or injury, not being illness or injury arising from the employee's misconduct or from an injury arising out of or in the course of employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
 - (a) The employee shall, unless it is not reasonably practicable so to do (proof whereof shall be on the employee), before the employee's ordinary starting time on the first day of the employee's 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.
 - (b)
 - (1) Subject to (2) the employee shall furnish to the employer such evidence as the employer may reasonably desire that the employee was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.
 - (2) The employee may have not more than four single day absences due to sickness or injury in any one sick leave year without presenting a medical or dental certificate to the employer but if the single day absence occurs before or after a public holiday or a rostered day off the employee must furnish to the employer such evidence as the employer may reasonably desire that the employee was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- (c) Except as hereinafter provided, the employee shall not be entitled in any year (as defined), whether in the employ of one employer or several in the aforesaid industry in such year, to leave in excess of forty hours of ordinary working time. Provided that:
 - (1) if employment continues with the one employer after the first year, the employee's sick leave entitlement shall increase to a maximum of ten (10) days of ordinary working time at which figure it shall remain for each subsequent year of continued employment;
 - (2) if the employment of an employee who has become entitled to leave in accordance with provisions (1) above is terminated for any reason, the employee shall not be entitled in the employ of an employer in the industry, in that year, to leave in excess of 40 hours of ordinary working time.

- (iv) The rights under this clause shall accumulate from year to year, so long as the employment continues with the one employer, so that any part of the leave entitlement which has not been allowed in any year may be claimed by the employee and shall be allowed by that employer, subject to the conditions prescribed by this clause, in a subsequent year of continued employment.
- (v) If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.
- (vi) Service before the date of coming into force of this clause shall be counted as service for the purpose of assessing the sick leave entitlement in any year under subclause (ii)(c) of this clause, but shall not be taken into consideration in arriving at the period of accumulated leave.
- (vii) Accumulated sick leave at the credit of an employee at the commencement of this award shall not be affected nor reduced by the operation of this clause.

13. LONG SERVICE LEAVE

See *Long Service Leave Act 1955*

14. PERSONAL/CARER'S LEAVE

- (i) Use of Sick Leave
 - (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in 14(i)(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 at Clause 13 of the award, 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 the employee being responsible for the care of the person concerned; and the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (3) a child or an adult child (including an adopted child, step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling the employee of spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

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

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

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

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

(ii) Unpaid Leave for Family Purpose

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 14(i)(c) above who is ill.

(iii) Annual Leave

- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five (5) 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 14(iii)(a) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five (5) consecutive annual leave days are taken.

(iv) Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph 14(iv)(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph 14(iv)(a), the employee shall be paid overtime rates in accordance with the award.

(v) Make-Up Time

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

(vi) Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or employer.
- (d) This subclause is subject to the employer informing the Union where it has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the Union to participate in negotiations.

15. BEREAVEMENT LEAVE

- (i) An employee other than a casual employee shall be entitled to up to 16 working hours bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause (iii) of this clause up to and including the day of the funeral.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in paragraph (c) sub-clause (i) of clause 14, State Personal/Carer's Leave Case - provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv), (v), and (vi) of the said clause 14. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

15a. PUBLIC HOLIDAYS

- (i) (a) (1) The days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day are observed in the areas concerned together with such other days which may be proclaimed by the Government and which are observed as public holidays for the area covered by this award shall be recognised as public holidays.
- (2) Employees shall be entitled to the public holidays specified in subparagraph (1), of this paragraph, without loss of pay.
- (b) An employee required to work on-
 - (1) Christmas Day or Good Friday shall be paid at the rate of double time and one-half for the actual time worked in addition to the day's pay to which the employee is entitled for those days in accordance with subparagraph (2), of paragraph (a), of this subclause.
 - (2) Any of the other days prescribed in paragraph (a), of this subclause, shall be paid at the rate of double time for the actual time worked in addition to the day's pay to which the employee is entitled for those days in accordance with sub-paragraph (2), of the said paragraph.
 - (3) The employer shall have the right to roster any employee for work on the public holidays above named, including Christmas Day and Good Friday, provided that reasonable notice is given. Should an employee so rostered on, not report for work, the employee shall not be paid for that public holiday unless the employee has a reasonable excuse for such absence.

- (c) Should any of the prescribed public holidays fall on a Saturday or Sunday and another day in lieu thereof is not proclaimed by the Government for the observance of such public holiday, an employee required to work on such public holiday shall be paid for all work performed on:
 - (1) Christmas Day, double time for the actual time worked and in addition, ordinary time for the actual time worked up to a maximum of eight (8) hours pay at ordinary time.
 - (2) Any of the other days prescribed in paragraph (a), of this subclause, time and one-half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of eight (8) hours' pay at ordinary time.
- (d) An employee required to work on any of the public holidays prescribed in subparagraph (1), of paragraph (a), of this subclause shall be guaranteed four (4) hours' work or shall be paid for four (4) hours at the appropriate rate.
- (ii) An employee whose services are dispensed with within seven (7) days of the commencement of any week in which one or more public holidays occur and who is re-engaged by the same employer within seven (7) days of the said week shall be paid an ordinary day's pay for each public holiday so occurring at the rate prescribed for the class of work performed by the employee prior to the employee's services being dispensed with.
- (iii) An employee who, without permission of the employer or without reasonable cause is absent from duty on the working day immediately preceding or the working day immediately succeeding any public holiday or series of public holidays shall not be entitled to payment for such public holiday, or series of public holidays, provided that if an employee is absent as aforesaid on one only of the working days preceding or succeeding a services of public holidays the employee shall lose the holiday pay only for the holiday closest to the day of absence.

Section III - Industrial Relations and the Union

16. DISPUTES PROCEDURE

- (i) Subject to the *Industrial Relations Act* 1996, any dispute shall be dealt with in the following manner:
 - (a) The representative of the Union on the job and the appropriate supervisor shall attempt to resolve the matters in issue in the first place.
 - (b) In the event of failure to resolve the dispute at job level the matter shall be the subject of discussions between an organiser of the Union and the workplace manager.
 - (c) Should the dispute still remain unresolved the Secretary of the Union or a representative will confer with senior management.
 - (d) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.
- (ii) All work shall continue normally while these negotiations are taking place.

17. UNION DELEGATE

- (i) An employee appointed as union delegate to the yard, depot or garage shall upon notification thereof to the employer by the branch or sub-branch secretary of the union, be recognised as the accredited representative of the union.
- (ii) Any matter arising in the yard, depot or garage affecting members of the Union may be investigated by the delegate and discussed with the employer or the employer's representative. The delegate shall on request, be allowed a reasonable opportunity to carry out such duties at a time reasonably convenient to the delegate and the employer.

- (iii) If a matter in dispute is not settled the delegate shall, on request, be allowed access to a telephone for a reasonable opportunity to notifying the union branch or sub-branch concerned.

18. NOTICE BOARD

The employer shall supply a notice board of reasonable dimensions to be erected or to be placed in a prominent position in the yard, depot or garage upon which accredited representatives of the Union shall be permitted to post formal Union notices signed by the representative or representatives.

19. UNION'S PICNIC DAY

- (i) Easter Saturday shall be recognised as the Union's Picnic day.
- (ii) Subject to clause 19(iii), a financial member of the Union who is required to work on Easter Saturday shall be paid at the ordinary rate of pay multiplied by two and one-half in addition to the payment prescribed by sub-clause 19(iv) for the actual time worked with a maximum payment as for eight hours' work.
- (iii) Where Easter Saturday is proclaimed as a public holiday a financial member of the Union who is required to work on Easter Saturday shall be paid in accordance with paragraph 15(b)(ii) in addition to the payment prescribed by (iv) for the actual time worked and sub-clause 19(ii) shall have no effect.
- (iv) In addition to all other payments due to an employee, where such an employee is a financial member of the Union then that employee shall, upon proof thereof, be paid an additional day's pay in the pay period in which Easter Saturday falls.
- (v) For the purpose of this clause "financial member of the Union" shall mean an employee who at the time of the picnic day a financial member, or who was a financial member as at 31 December of the preceding year.

Section IV - Other Provisions

20. ANTI-DISCRIMINATION

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 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; or
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

- 20.5 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.

21. DUTIES OF DRIVERS

Where reasonably required by the employer, drivers' duties shall include minor repairs such as changing tail lights, and each driver shall be ready, willing and able to perform non-specialist vehicle maintenance tasks where practicable.

22. MIXED FUNCTIONS

- (i) An employee required by an employer to work for less than two hours a day on work carrying a higher rate of pay shall be paid at the higher rate for the actual time so worked, and when required to work for more than two hours a day on such work shall be paid as for a whole day's work.
- (ii) This clause shall not apply to actual periods of one hour or less or to interchange work arranged between employees to meet their personal convenience.

23. UNIFORMS, PROTECTIVE CLOTHING AND SAFETY & OCCUPATIONAL HEALTH REQUIREMENTS

- (i) Where an employee is required by an employer to wear a distinctive uniform the same shall be provided, free of costs, by the employer.
- (ii) Where requested by the employee, an employer shall provide rubber gloves, gum boots and waterproof coat or apron, free of cost, for the use at work of an employee required to wash vehicles.
- (iii) Wet weather clothing consisting of waterproof hat, coat and trousers shall be provided for employees required to work in the rain.
- (iv) The clothing provided in accordance with this clause shall be renewed when reasonably necessary. It shall only be worn when the employee is engaged on work for the employer and shall remain the property of the employer and shall be returned to the employer on demand in a condition commensurate with normal wear and tear. An employee may be required by an employer to sign a receipt for such clothing upon it being issued to the employee.
- (v) The employer shall supply and launder overalls for each tanker driver.
- (vi) The employer shall provide:
 - (a) vehicles used in the collection, transportation and disposal of waste shall be of high visibility and fitted with a flashing light or lights visible from all points around the vehicle;
 - (b) to employees suitable high visibility clothing with reflective material provided that nothing in this paragraph shall be deemed to exclude the use of the company's name, logo or telephone number; clothing provided in accordance with this paragraph shall not be loose fitting;
 - (c) to employees suitable footwear having regard to the work performed and the prevailing conditions including the state of roads, pavements and topography in the areas in which the work is to be performed;
 - (d) after consultation with a medical officer, a qualified occupational health nurse or an appropriate officer from the Department of Industrial Relations and Employment, suitable first-aid kits to be carried in each vehicle.
 - (e) torch and batteries for drivers and offsideers as reasonably required.
- (vii) The employer shall have available suitable gloves.

- (viii) Where safety clothing and footwear has been provided by the employer in accordance with this clause it shall be the duty of the employee to wear such clothing and footwear at all times while the employee is at work.
- (ix) The employee shall not obscure high visibility clothing in any way.
- (x) Where an employee comes into contact with direct or reflected sunlight during working hours and requires special clothing and/or headgear to protect himself/herself from the sun these shall be provided, free of cost, by the employer.
- (xi) An employee who comes into contact with direct or reflected sunlight during working hours shall be provided with Australian Standard, AS 1067 Sunglasses, free of cost, by the employer. Those employees who require Safety Sunglasses shall be provided, free of cost, by the employer, with Australian Standard AS 1337 or AS 1338 Safety Sunglasses.
- (xii) An employee who comes into contact with direct or reflected sunlight during working hours shall be provided with sufficient quantities of broad spectrum SPF 30+ Sunscreen to protect himself/herself from the sun, free of cost, by the employer.

24. AMENITIES

- (i) The following facilities shall be available at all yards, depots, or garages where employees are engaged under the provisions of this award:
 - (a) proper dressing rooms with adequate washing facilities, including showers with both hot and cold water;
 - (b) proper lock-up clothing lockers;
 - (c) where employees are required to partake of meals at the employer's yard, depot or garage; a dining room with adequate seating and table accommodation for the partaking of meals, also facilities for boiling water and heating food; and
 - (d) proper lavatory facilities.
- (ii) Employees shall place all personal belongings in the lockers provided.

25. UNAUTHORISED PERSONS RIDING ON VEHICLES

An employee shall not permit any unauthorised persons to accompany the employee on the vehicle, nor permit any such person to assist the employee in delivery of goods, wares, merchandise or material unless, such person has been engaged as an employee or is the owner of such goods, wares, merchandise or material or is the agent or representative of such owner.

26. LIMITATION OF DRIVING HOURS

See the *Road Transport (General) Act 1999* and Regulations.

27. HOODS AND WINDSCREENS

The employer shall provide all vehicles with hood, windscreen, cushioned seat and back rest. The driver's cabin of each vehicle shall be ventilated adequately and shall be supplied with cabin doors and windows: Where this is not practicable side curtains may be fitted as an alternative. No driver shall be required to drive a vehicle with a cracked or broken windscreen, windows, rear vision mirror or lights or which otherwise contravenes the *Road Transport (General) Act 1999* and Regulations.

28. TOOLS AND APPARATUS

- (i) The employer shall provide and shall maintain all necessary tools, ropes, packing and any other equipment necessary to perform the work.
- (ii) In all cases where employees are called upon to move heavy articles reasonably requiring the use of a Samson or other suitable type of truck this shall be provided.

29. DEFINITIONS

- (i) Articulated vehicle shall mean a motor propelled vehicle used for the conveyance of goods, or merchandise and the like and comprising two separate units, viz., a tractor and semi-trailer.
- (ii) Double time shall mean the employee's ordinary rate of pay plus 100 per cent.
- (iii) Driver shall mean any person engaged to drive or control any type of vehicle specified in this award irrespective of his other duties. This definition shall not exclude other duties ordinarily performed by a driver.
- (iv) Manufacturers' gross vehicle weight (G.V.W.) shall mean the weight of a motor wagon and its load as specified by the manufacturer. It may be ascertained by reference to the model specification plate attached to the vehicle, or failing this, by reference to the Roads and Traffic Authority of New South Wales, the manufacturer of the motor wagon or his agent.
- (v) Motor wagon shall mean a motor propelled vehicle used for the conveyance of loads and so construed that the portion containing the motive power and the load carrying portion form one rigid unit.
- (vi) Other Agreed Starting Place shall mean a place, other than the employer's yard, depot, or garage, at which it is agreed between the employer and the employees affected such employees will be in attendance at the time or times fixed ready to commence working ordinary working hours. Upon such agreement having been reached between the employer and the employees, as aforesaid, the employer shall forthwith notify the branch or sub-branch secretary of the Union of the location of such other agreed starting place.
- (vii) Semi-trailer shall mean that portion of an articulated vehicle on which the load is carried and which is attached to and is hauled by a tractor.
- (viii) Special Purpose Collection - shall mean waste collections not performed by any of the vehicles specified in Division A of Clause 1, Wages, of this award under classifications (a) to (f) inclusive.
- (ix) Time and one-half shall mean the employee's ordinary rate of pay plus 50 per cent.
- (x) Tractor shall mean that portion of a vehicle, not being a motor wagon, which provided the motive power.
- (xi) Trade effluent means materials such as acids, alkalis, detritus, oil residues, precipitates, silts, solvents, tannery waste and the like and which are the waste products of an industrial process.
- (xii) Trailer shall mean a vehicle, not having its own motive power, attached by means of a drawbar to a motor-wagon and hauled behind such motor wagon.
- (xiii) Union shall mean the Transport Workers' Union of Australia, New South Wales Branch.
- (xiv) Yardman means an employee engaged in or about yards, depots or garages and whose duties shall include, if required, the washing and greasing of motor vehicles and other equipment, the cleaning of tanks and containers and/or the servicing of tyres, driving of motor vehicles and other equipment with the yard.
- (xv) Year unless the context indicates otherwise shall mean the period from 1 July to 30 June next following.

30. FIRST AID

- (i) An employee appointed by the employer to perform first-aid duty shall be paid \$1.60 per day, in addition to the ordinary rate during such appointment.
- (ii) First-aid Outfit - A first-aid outfit shall be provided by the employer at each establishment, yard, depot and garage where there are employees covered by this award.

Such outfit is to comprise a first-aid ambulance chest which shall:

- (a) be of sound construction, be dustproof and be distinctly marked with a white cross upon a green ground;
- (b) be so equipped and maintained as to contain at least the articles and appliances specified by the Occupational Health and Safety (First-Aid) Regulation, 1989;

(NOTE: The employer shall display a copy of the appropriate Schedule, above referred to, on or adjacent to the first-aid ambulance chest.)

- (c) contain nothing except requisite articles and appliances for first-aid;
- (d) be readily accessible to the persons employed in the establishment, yard, depot and garage; and
- (e) be placed under the charge of a responsible person or persons who or one of whom shall always be readily available during working hours. A clearly legible notice stating the name or names of the person or persons in charge of the ambulance chest shall be affixed in a conspicuous position on or adjacent to the chest.

31. JURY SERVICE

- (i) An employee required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.
- (ii) An employee shall notify the employer as soon as practicable of the date upon which the employee is required to attend for jury service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

32. AIR CONDITIONING OF VEHICLES

Because of the nature of the vehicles and the type of work performed, all new vehicles introduced or commissioned on or after the date of operation, of this award shall be air-conditioned; provided further that all Dumpmasters in existing fleets shall have air-conditioning installed.

33. GARAGING

Where an employee, at the request of an employer, garages the employer's motor wagon in covered garage space provided by the employer, such employee shall be paid the sum as described in Item 7 of Table 2 for each vehicle so garaged in addition to any other payments due to the employee.

34. EXEMPTION

This award shall not apply to an employee engaged on the collection of domestic waste for the major and substantial part of the employee's work each day and who, as an incident to that work, collects some trade waste using the same vehicle; provided that the Transport Industry - Waste Collection and Recycling (State) Award is observed in relation to such an employee.

35. JOINT CONSULTATION PROCEDURE, ETC

- (i) Regular three-monthly meetings for the purpose of joint consultation to assist industrial relations shall be held between Union and employer representatives.
- (ii) Union delegates shall be permitted by their employers to attend such meetings without loss of pay.
- (iii) A set of minutes from all such meetings shall be kept in a file accessible to all parties and such file shall also include any matters concerning yard policies or the like.
- (iv) Attendance by employees at any other Union meetings other than occupational health and safety meetings shall be unpaid unless otherwise agreed to by the employer.

36. ATTENDANCE AT REPATRIATION CENTRES

Employees, being ex-service personnel, shall be allowed as time worked, lost time incurred whilst attending repatriation centres for medical examination and/or treatment; provided that:

- (a) Such lost time does not exceed four hours on each occasion;
- (b) Payment shall be limited to the difference between ordinary wage rates from time lost and any payment received from the Department of Veterans' Affairs as a result of each visit;
- (c) The provisions of this subclause will apply to a maximum of four such attendances in any year of service with an employer.
- (d) The employee produces evidence satisfactory to the employer that the employee is required to and subsequently does attend a repatriation centre.

37. WASH-UP TIMES

Time spent by employees washing up after the completion of work shall not count as time worked.

38. AREA, INCIDENCE AND DURATION

This award rescinds and replaces the Transport Industry - Trade Waste (State) Award published 18 September 1998 (306 IG 707) and reviewed 30 July 2001 and all variations thereof. It incorporates changes made pursuant to section 19(6) of the Act and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (310 IG 359) and shall take effect on and from 11 September 2001.

It shall apply to employees of the classifications specified herein within the jurisdiction of the Transport Industry - Trade Waste (State) Industrial Committee.

It shall take effect from the beginning of the first pay period to commence on or after 7 September 2001 and remain in force for a period of two years.

39. LIMITATION OF OVERTIME

An employee who is required to work for a continuous period amounting to twelve (12) hours or more from the time of commencing work shall be entitled to be absent from work until the employee has had ten (10) consecutive hours off duty. Should the said ten (10) hours, or any part thereof, coincide with the employee's ordinary hours of work the employee shall be paid at ordinary rates for the time, which falls within the employee's ordinary hours of work.

In the case of an employee who is engaged in trade waste work in connection with a continuous shift operation, the rest period shall, on each such day, be 8 hours in lieu of the normal 10 hours.

40. RECALL

An employee recalled for work shall be guaranteed and shall be paid for at least four-(4) hours work for each

start at the appropriate rates of pay.

This clause shall also apply to any employee called upon to work before the employee's normal starting time, and whose overtime work does not continue up to such starting time.

41. AWARD MODERNISATION

- (i) 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.
- (ii) In conjunction with testing the new award structure that is to be introduced, the parties agreed that discussion should also take place at an enterprise level. Such discussion is intended to further the aims sought to be achieved by, and as are expressed in subclause (i) hereof.
- (iii) At each yard, depot or enterprise, an employer, the employees and their Union shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that yard, depot or enterprise.

Where yard, depot or enterprise discussions are considering matters requiring any award variation, the Union and the employer's Association shall be advised of the broad details including the award area/s likely to be affected, and, prior to agreement being reached, or at their request they shall be invited to participate. Such invitation shall be in writing and addressed to the Secretary of the Union and executive officer of the Association (or their nominee).

- (iv) At any stage in the development and/or conduct of enterprise level discussions, the parties may utilise the Disputes Procedure (Clause 41b) for assistance in progressing discussions.
- (v) Nothing in this clause shall prohibit the Union and an employer Association assisting in making an agreement to cover a number of enterprises in the same section of industry or in a similar business or enterprise which will assist or enhance the efficient operation of any enterprise and further the aims of subclause (i) hereof.
- (vi) The terms of any genuine agreement reached between the parties in any establishment/s shall substitute for the provisions of this award to the extent that they are contrary to the award, provided that:

- (a) The majority of employees affected genuinely agree.
- (b) employees have been provided with the current provisions eg. award or industrial agreement applicable to those employees at the yard, depot or enterprise.
- (c) No employee shall lose income as a result of the change; provided that this restriction shall not apply where an employee has elected to forego income, which exceeds their base rate of pay in return for an alternative benefit, eg. time off in lieu of overtime payments, increased leisure time through the implementation of a 12 hour shift system, etc.

For the purposes of this paragraph "income" shall mean the employee's regular weekly earnings upon which the employee could reasonably have come to rely.

- (d) The agreement shall be committed to writing and shall include a date of operation and a date of expiration.
- (e) The agreement shall be signed by the employer, the representative/s of employees or the Union and a copy shall be sent to the Secretary of the Union and to the executive officer of the relevant employer's association/s.
- (f) The Union and relevant employer association/s shall have 21 days in which to notify the employer (who shall then notify the employees' representatives) of any objection to the agreement, including the reasons for such objection.

Where an objection is raised the parties should confer in an effort to resolve their different views. If the matter is not resolved in that way the employer may make application to vary the award to facilitate the agreement. Such application shall be made to the Industrial Commission of NSW.

- (g) The Union and/or employer's Association/s shall not unreasonably oppose any agreement reached under this clause.
- (h) If no party objects, a consent application shall be made to the Industrial Commission to have the Agreement ratified.
- (vii) Where an agreement is ratified by the Industrial Commission under the procedure hereof, and the agreement relates to any provisions of this award, then the name of the establishment/s to which the agreement applies, the date of operation of the agreement, the award provisions from which the said establishment/s is/are exempted, 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 Schedule A to this Award.
- (viii) Under the terms of this clause any award matter or condition of employment can be raised for discussion.
- (ix) registered industrial organisations which are parties to this award will continue to meet with the aim of modernising the award.

42. TRAINING

(i) Compulsory Induction Training

Prior to a new employee commencing work with an employer the employee shall undergo a four hour induction training course. Such training shall:

- (1) be paid for by the employer;
- (2) be conducted by an accredited training provider, provided that the course structure and content must be made available to the Union if so requested. Any dispute about the suitability of the course to achieve The purpose of this sub-clause shall be dealt with in accordance with clause 16, Disputes Procedure of this award; and
- (3) allow participants who successfully complete the training course to receive the "WorkCover (NSW) OH & S 'Induction Awareness Certificate'".
- (4) An employer who, due to the remoteness of the Employee's place of work, is unable to reasonably comply with the provisions of this sub-clause may conduct the induction training course at the employer's location provided such training is conducted by an accredited trainer.

(ii) Commitment to Training

- (a) The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of the trade waste disposal industry and trade waste disposal operations generally, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (1) developing a more highly skilled and flexible workforce;
 - (2) providing employees with career opportunities through appropriate training to acquire additional skills;
 - (3) removing barriers to the utilisation of skills acquired; and
 - (4) enhancing the knowledge and skills of Union representatives at the workplace with a view to creating more harmonious industrial relations.

- (b) Following proper consultation in accordance with Clause 42, Award Modernisation, or through the establishment of a training committee, an employer shall develop a training program consistent with:
- (1) the current and future skill needs of the enterprise;
 - (2) the size, structure and nature of the operations of the enterprise;
 - (3) the need to develop vocational skills relevant to the enterprise and the transport industry through courses conducted by accredited educational institutions and/or providers.
- (c) Where it is agreed a training committee be established that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:
- * formulation of a training program and availability of training courses and career opportunities to employees;
 - * dissemination of information on the training program and availability of training courses and career opportunities to employees;
 - * the recommending of individual employees for training and reclassification;
 - * monitoring and advising management and employees on the on-going effectiveness of the training.
- (d) (1) Where, as a result of consultation in accordance with Clause 4 or through a training committee and with the employee concerned, it is agreed that additional training in accordance with the program developed pursuant to subclause (ii) herein should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
- (2) Any costs incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure.
- (3) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.
- (e) Subclauses (a), (b) and (d) herein shall operate as interim provisions and shall be reviewed after nine month's operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in subclause (ii) herein. In this connection, the Union reserves the right to press for the mandatory prescription of a minimum number of training hours per annum, without loss of pay, for an employee undertaking training to meet the needs of an individual enterprise and/or the trade waste disposal industry.
- (f) Any disputes arising in relation to subclauses (c) and (d) shall be subject to the provisions of Clause 16, Disputes Procedure, of this award.

PART B

MONETARY RATES

NOTE: In this part of the Award "Rate A" where it appears refers to the rate payable effective from the beginning of the first pay period after the commencement of this Award, and "Rate B", where it appears, refers

to the rate payable from the beginning of the first pay period twelve months after the commencement of this Award.

Table 1 - Wages

Item No.	Clause No.	Rate A per week	Rate B per week
		\$	\$
1	2 Div A	504.00	519.10
2	2 Div A	591.40	609.10
3	2 Div A	621.70	640.40
4	2 Div A	638.70	657.80
5	2 Div A	649.00	668.50
6	2 Div A	663.20	683.10
7	2 Div A	669.40	689.40
8	2 Div A	701.10	722.20
9	2 Div A	753.10	775.70

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Rate A \$	Rate B \$
1	1. Div B (i)	Drivers of rigid vehicles with a trailer attached	24.40 pw.	25.10 pw
2	1. Div B (ii)	Accredited driver/trainer-working less than full-time training other employees	9.60	9.90
3	1. Div B(iii)	Drivers of vehicles carting medical or biological waste	5.90	6.10
4	7(ii)(a)	Meal Allowance	4.50	4.50
5	7(ii)(a)	Meal Allowance when overtime cancelled	7.65	7.65
6	30)	First-aid allowance	1.60	1.60
7	33	Garaging	15.10	15.10

Table 3 - Income Protection on Six Day Rosters - Saturday

Classification	Rate per week \$
Transport Worker Grade One (General hand - in training)	555.70
Transport Worker Grade One (General hand)	652.00
Transport Worker Grade Two	685.50
Transport Worker Grade Three	704.20
Transport Worker Grade Four	715.50
Transport Worker Grade Five	731.30
Transport Worker Grade Six	738.00
Transport Worker Grade Seven	773.10
Transport Worker Grade Eight	832.30

Table 4 - Income Protection on Six Day Rosters - Sunday

Classification	Rate per week \$
Transport Worker Grade One (General hand - in training)	651.10
Transport Worker Grade One (General hand)	764.00
Transport Worker Grade Two	803.20
Transport Worker Grade Three	825.10
Transport Worker Grade Four	838.40

Transport Worker Grade Five	856.80
Transport Worker Grade Six	864.70
Transport Worker Grade Seven	905.80
Transport Worker Grade Eight	972.90

Table 5 - Income Protection on Seven Day Rosters - Saturday & Sunday

Classification	Rate per week \$
Transport Worker Grade One (General hand - in training)	832.00
Transport Worker Grade One (General hand)	976.20
Transport Worker Grade Two	1026.30
Transport Worker Grade Three	1054.30
Transport Worker Grade Four	1071.30
Transport Worker Grade Five	1094.70
Transport Worker Grade Six	1104.90
Transport Worker Grade Seven	1157.40
Transport Worker Grade Eight	1243.10

F. MARKS, *J*

Printed by the authority of the Industrial Registrar.

(631)

SERIAL C0749

STOREMEN AND PACKERS, WHOLESALE PAINT, VARNISH AND COLOUR STORES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2846 of 2000)

Before Commissioner Patterson

23 August 2001

REVIEWED AWARD**Arrangement****Part A**

1. Title
2. Definitions
3. Hours
4. Shift Allowances for Shift Workers
5. Wages
6. Payment of Wages
7. Overtime
8. Holidays
9. Meal Allowance
10. Terms of Employment
11. Juniors' Work
12. Meal Breaks
13. Annual Leave
14. Mixed Functions
15. Long Service Leave
16. Sick Leave
17. Redundancy
18. State Personal/Carer's Leave
19. General
20. Proportion of Juniors
21. Jury Service
22. Attendance at Repatriation Centres
23. Bereavement Leave
24. Part-time Work
25. Anti-Discrimination
26. Area, Incidence and Duration

Part B**Monetary Rates**

Table 1 - Minimum Award Wage Rates

Table 2 - Other Rates and Allowances

1. TITLE

This Award shall be known as the Storemen & Packers, Wholesale Paint, Varnish and Colour Stores (State) Award.

2. DEFINITIONS

- (i) "Storemen and Packers", for the purpose of this award, shall include every employee, engaged in the work of receiving, stacking, storing, packing, delivering or handling, wrapping, packing, unwrapping and unpacking materials including bulk transport containers, in any way whatsoever, oil, grease, paint, varnish, white, red or pig lead, colour or other merchandise in tins, barrels, cases or in bulk in a paint an/or colour store or factory and shall include all work in respect of which it has been the custom for storemen and packers to do in such places.
- (ii) A "Leading Hand" shall mean an employee who has employees working under his/her supervision.
- (iii) A "Head Storeman/Storewoman" shall mean an employee in charge of a store or a special department of a store.

- (iv) A "Weekly Employee" shall mean any employee employed by the week and paid by the week.
- (v) A "Casual Employee" shall mean an employee who comes within the definition of a weekly employee.
- (vi) "Union" shall mean the National Union of Workers, New South Wales Branch.

3. HOURS

- (i) Day Workers:
 - (a) The ordinary working hours shall not exceed forty per week and shall be worked in five days, Monday to Friday, inclusive between the hours of 7.00am and 5.30pm.
 - (b) The employer shall fix the starting and finishing times of his/her employees, and such times, having once been fixed, shall not be altered without seven days' notice having been given to the employees concerned, or by mutual agreement between the employer and such employees.
 - (c) The ordinary hours of work shall be continuous except for a break for a meal.
- (ii) Shift Workers:
 - (a) The ordinary working hours of shift workers shall not exceed -
 - (i) 8 hours during any consecutive 24 hours; or
 - (ii) 40 per week; or
 - (iii) 80 in fourteen consecutive days;
 - (iv) 160 in twenty-eight consecutive days.
 - (b) Twenty minutes shall be allowed shift workers each shift for crib time which shall be counted as time worked.
 - (c) The employer shall fix the starting and finishing times of his/her employees and such times, having once been fixed, shall not be altered without seven days' notice having been given to the employees concerned or by mutual agreement between the employer and such employees.

4. SHIFT ALLOWANCES FOR SHIFT WORKERS

Subject as in this award otherwise provided for, shift workers shall be paid, in addition to the rates payable under this award, shift work allowances as follows:

- (i) A shift worker, whilst on afternoon or night shift, shall be paid 15 per cent more than his/her ordinary rates.
- (ii) An employee who -
 - (a) during a period of engagement on shift, works night shift only;
 - (b) remains on night shift for a longer period than four consecutive weeks;
 - (c) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him/her at least one-third of his/her working time off night shift in each shift cycle;

shall, during such engagement, period or cycle, be paid 20 per cent more than the ordinary rate for all time worked during ordinary working hours on such night shift

- (iii) Night Shift means any shift finishing subsequent to midnight and at or before 8.00am.
- (iv) Afternoon Shift means any shift finishing after 6.00pm and at or before midnight.

5. WAGES

- (i) The minimum rates of pay are set out in Part B - Monetary Rates, Table 1 - Minimum Award Wage Rates.

Casual Labour:

- (a) A casual employee for working ordinary time shall be paid per hour one-fortieth (1/40th) of the weekly rate prescribed by this award for the work which he/she performs, plus 19 per cent (19%).
- (b) Casual employees shall be guaranteed not less than four hours' work for every start.

(Notation - The New South Wales *Annual Holidays Act* provides that casual employees under this award are entitled to receive an additional amount equal to one twelfth of their ordinary time earnings in lieu of annual leave.)

- (ii) Juniors:

The minimum rates of pay to be paid to Juniors shall be the following percentages of the appropriate rate of pay prescribed for other employees in sub-clause (i) of this Clause. Such percentages shall be calculated to the nearest 5 cents, any broken part of 5 cents in the result not exceeding 2 cents shall be disregarded.

	Percentage of "Storeman" Rate Per Week
At 16 years of age and under	70 per cent
At 17 years of age	85 per cent
At 18 years of age	100 per cent

- (iii) Additional Amounts:

- (a) Employees whilst working in the dry colour section or handling dry lead or dry colours shall be paid the following additional amounts:

Weekly Employees	Refer to Item 1 of Table 2
Casual Labor	Refer to Item 2 of Table 2
Juniors	Refer to Item 3 of Table 2

- (b) Provided that those employees who open containers and weigh dry colour for the manufacturing processes shall be paid an additional amount as set out in Item 4 of Table 2 - Part B.

- (iv) Forklift and/or Mobile Crane Drivers:

- (a) A storeman and/or packer who, in the course of his/her employment, operates a forklift shall, in addition to the rates otherwise payable in accordance with this clause, be paid an additional amount as set out in Item 5 of Table 2.
- (b) A storeman and/or packer who, in the course of his/her employment operates a mobile crane shall, in addition to the rates otherwise payable in accordance with this clause, be paid an additional amount as set out in Item 6 of Table 2.

Provided that, in respect of any hour or part thereof in which both of the additional payments prescribed in Paragraphs (a) and (b) of this sub-clause become payable, the amount payable in respect of that hour shall not exceed the amount as set out in Item 6 of Table 2.

- (c) The additional rates provided for in this sub-clause shall be calculated on the total time in which employees actually are engaged in such work but any time exceeding half-an-hour shall be counted as one hour and any time less than half-an-hour as half-an-hour. Provided further that the ordinary weekly wage payable to any such employee shall not exceed an amount as set out in Table 1 of part b - monetary rates.
- (v) The rates of pay prescribed in Table 1 - Wages, of Part B, Monetary Rates, include the first, second and third arbitrated safety net adjustment payable under the State Wage Case - December 1994 decision. All of the above Safety Net Adjustments may be offset to the extent of any wage increases received at the enterprise level since 29 May 1991. Increases made under previous State Wage Case principles, excepting those resulting at the enterprise level, are not to be used to offset arbitrated safety net adjustments.
- (vi) The rates of pay in this award include the adjustments payable under the State Wage Cases of August 1997 and June 1998. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
- (vii) The rates of pay in this award include the adjustments payable under the State Wage Case 1999 and 2000. This adjustment 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.

6. PAYMENT OF WAGES

- (i) Wages shall be paid weekly within ten minutes after work ceases on payday and suitable protection shall be provided for employees against inclement weather whilst collecting wages.
- (ii) Casual employees shall be paid at the office of the place where the work has been performed within fifteen (15) minutes of their services being dispensed with.
- (iii) An employer may, in respect of a weekly employee, and where it has been customary to do so, keep two day's pay in hand.
- (iv) All time spent waiting in excess of ten minutes in the case of a weekly employee or fifteen (15) minutes in the case of a casual employee, for wages or other payments due under this award shall be paid for at overtime rates and the time shall count as from the finishing time until payment is made.
- (v) Wages shall be paid not later than Friday of each week.

7. OVERTIME

- (i) All time worked before the usual starting time or after the usual ceasing time or before the earliest times mentioned in Clause 3 - Hours, of this Award, or after the latest times mentioned in the said Clause 3, or on Saturday shall be paid for at the rate of time and one-half for the first two hours worked on any day and double-time thereafter.
- (ii) The maximum amount of overtime which may be worked in any week by an employee (exclusive of time worked on a Sunday or holiday and such time as is worked on Saturday for which double-time is paid) shall not exceed twelve hours.
- (iii) In the event of an emergency, further overtime shall be worked by agreement between the union and the employer.

- (iv) All time worked on a Sunday shall be paid for at the rate of double-time and all time worked on a holiday shall be paid for at the rate of double-time and one-half with a guarantee of four hour's pay for each start at the penalty rate applicable.
- (v) Shift Workers: For all time worked -
 - (a) in excess of an ordinary shift; or
 - (b) on a rostered shift off -

shall be paid for at the rate of time and one-half for the first two hours and double-time thereafter - provided that in the case of seven-day-shift workers, all overtime shall be paid at the rate of double-time. This Clause shall not apply when work is -

- (1) by arrangement between the employees themselves; or
- (2) for the purpose of effecting customary rotation of shifts.

8. HOLIDAYS

- (i) The following days shall be recognised as holidays:

New Year's Day
 Australia Day
 Good Friday
 Easter Saturday
 Easter Monday
 Anzac Day
 Queen's Birthday
 Labour Day
 Christmas Day
 Boxing Day

or any other day on which the foregoing holidays are observed or any day gazetted or proclaimed as a public holiday for the districts in which the employee is employed and the Picnic Day of the National Union of Workers, New South Wales Branch, which shall be held on the first Monday in August each year - provided the employees in the industry governed by the Paint and Varnish Makers &c. (State) Award and the Transport Industry (State) Award, do not observe any other working day as a Union Picnic Day.

- (ii) No deduction shall be made from the wages of a weekly hand for holidays not worked and if work is done on a holiday, the employee shall be paid at the rate of double-time and a half for the time worked - provided that in no case, shall the extra allowance be less than four hour's pay.

9. MEAL ALLOWANCE

An employee required to work overtime for more than one hour without being notified the day before that he/she will be so required to work, shall be supplied either with a meal by the employer or paid an amount as set out in Item 7 of Table 2. If an employee, pursuant to notice, has provided a meal and is not required to work overtime, he/she shall be paid an amount as set out in Item 7 of Table 2 for the meal provided. Wherever reasonably possible, the employer shall notify the employee the day before that he/she will be required to work later than the usual finishing time on any day.

(Note: With respect to the payment of tea money for Juniors under 16 years of age, see *Factories, Shops and Industries Act, 1962*)

10. TERMS OF EMPLOYMENT

- (i) All employees shall be engaged either as weekly or casual hands - provided that an employer may engage a new employee as a casual with the right to alter the engagement to a weekly one at any time up to the pay day immediately following the date of engagement. If the employer varies the engagement, as aforesaid, he/she shall be liable to pay the employee concerned only the weekly rate for the time worked by him/her.
- (ii) In the case of casual hands, the engagement shall be terminable at any time by either party.
- (iii) The engagement of a weekly employee shall be terminated only by one week's notice on either side or by the payment or forfeiture, as the case may be, of one week's wages in lieu thereof.

Provided that this Clause shall not affect the right of Taubmans Proprietary Limited to deduct payment for any time during which an employee cannot be employed usefully because of any strike or limitation upon the performance of work by members of the National Union of Workers, New South Wales Branch, or the Federated Miscellaneous Workers' Union of Australia, New South Wales Branch, at the premises of the abovementioned company at Birmingham Avenue, Villawood.

- (iv) Upon request by an employee, the employer shall give an employee a signed statement of service upon termination. Such statement shall certify the period of commencing and ceasing employment and the class of work upon which the employee was employed.

11. JUNIORS' WORK

The employment of juniors shall be in accordance with Section 49 of the *Factories, Shops and Industries Act* 1962.

12. MEAL BREAKS

- (i) The hours for meals shall be fixed by mutual consent to meet the exigencies of the industry but once fixed shall not be altered without seven days' notice. Any employee called upon to work during the meal hour shall be paid, in addition to his/her ordinary time, one-half extra until a meal break is allowed. Any time worked in excess of fifteen (15) minutes of the meal break shall be paid for as the full meal break.
- (ii) In the event of an employee being allowed a lesser period than thirty minutes for the purpose of having a meal, no deduction shall be made for the time so spent by the employee in having a meal.

13. ANNUAL LEAVE

- (i) Day and Shift Workers (Other Than Seven Day Shift Workers):
 - (a) See *Annual Holidays Act*, 1944.
 - (b) Provided that an employee whose employment has not terminated prior to the making of this award, at the time of his/her entering upon a period of Annual Leave in accordance with the *Annual Holidays Act*, 1944, shall be entitled to an additional one week's leave in respect of that portion of the period of employment to which the said leave is referable, as from 1 January 1974.
- (ii) Seven Day Shift Workers:
 - (a) In addition to the leave prescribed by the *Annual Holiday's Act* 1944, a further period of seven day's leave with 40 hour's pay at ordinary rates shall be allowed annually to employees after not less than 12 months' continuous service as seven day shift workers under this Award, less the period of Annual Leave.

Provided that as from 1 January 1974, the additional period of leave allowed annually to employees, whose employment has terminated prior to the making of this Award, shall be 14 days with 80 hours' pay at ordinary rates.

- (b) An employee with 12 month's continuous service who is employed for part of the twelve-monthly period as a seven-day shift worker under this Award shall be entitled to have the leave prescribed by the *Annual Holidays Act* 1944, increased by half a day for each month he/she is continuously employed as aforesaid.

Provided that as from 1 January 1974, the leave increase to employees, whose employment has not terminated prior to the making of this Award, shall be one day each month continuously employed.

- (c) Where the additional leave calculated under Paragraph (b), of this sub-clause, is or includes a fraction of a day, such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.
- (d) Annual Leave under this sub-clause shall be given and shall be taken within a period not exceeding six months from the date upon which the right to such leave accrued, provided that the giving and taking of such Annual Leave may be postponed for a further period not exceeding three months in cases where circumstances render it impracticable to give or take it within the said period of six months. Nothing in this paragraph shall prevent the employer from allowing Annual Leave to an employee before the right thereof has accrued but where leave is taken in such a case, a further period of Annual Leave shall not commence to accrue until after the expiration of the 12 months in respect of which such Annual Leave had been so taken.
- (e) After 12 months' continuous service, any employee whose employment is terminated by the employer through no fault of his/her own and any employee who leaves his/her employment in circumstances which do not amount to misconduct, after six months' continuous service in his/her then current qualifying twelve-monthly period, shall be paid for the proportionate period of Annual Leave to which he/she would have been entitled if his/her employment had not been so terminated.
- (f) The Annual Leave provided for by this sub-clause shall be given and shall be taken and, except as provided in Paragraphs (c) and (e), of this sub-clause, payment shall not be made nor accepted in lieu of Annual Leave.
- (g) Where any special or public holidays, for which a continuous process shift worker is entitled to payment under this Award, occurs during the period of additional Annual Leave provided for by this sub-clause, the said period of leave shall be increased by one (1) day in respect of that special or public holiday.
- (h) The employer may, after consultation with the individual employee, determine how and when the leave is to be taken.

(iii) **Payment During Annual Leave:**

An employee at the time of entering upon a period of Annual Leave in accordance with sub-clauses (i)(a) and (i)(b) shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of three and one-third (3 1/3) hours' ordinary pay for each month.

14. MIXED FUNCTIONS

- (i) Employees employed at work for which a higher rate is fixed shall be paid such higher rate whilst so employed. If employed for two hours or more on the higher class of work, employees shall be paid the higher rate for the whole of that day.

- (ii) Where an employee is called upon to perform duties for which a lower rate is fixed, the employee shall suffer no deduction in pay of the balance of the current pay week.

15. LONG SERVICE LEAVE

See *Long Service Leave Act 1955*.

16. SICK LEAVE

- (i) If an employee absents himself/herself from work, except on account of illness, a proportionate deduction shall be made from his/her wages for the time lost by him/her.
- (ii) When an employee is absent from work owing to illness, the employer may require the employee to produce a doctor's certificate or other satisfactory proof of illness.
- (iii) The employer shall not be liable to pay an employee for absence due to illness unless such employee has been employed continuously for three calendar months. Provided, however, that once an employee has had three month's continuous service with an employer he/she shall be paid for any absence owing to illness during the 2nd and 3rd month of service.
- (iv) The employer shall not be liable to pay an employee for absence due to sickness for more than eight days in each year (1 January - 31 December) - provided that an employee who has been employed continuously by the same employer may accumulate any unclaimed sick pay to be drawn upon at such time as absence on account of sickness warrants.
- (v) 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 he/she has already been allowed paid sick leave on two occasions for one day only shall not be entitled to payment for the day claimed unless he/she produces to the employer a certificate of a duly qualified medical practitioner or other satisfactory proof of illness, that he/she was unable to attend for duty on account of personal illness or on account of injury by accident.

17. 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 (1) of this sub-clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimize 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:

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

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

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

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

(b) Incapacity to Pay

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

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

18. STATE 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 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 too 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.

6. ROSTERED DAYS OFF

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

19. GENERAL

- (i) There shall be provided a sufficient supply of boiling water at meals for all employees and an adequate supply of fresh cold water for drinking purposes shall be supplied on the job.
- (ii) There shall be provided suitable lavatory accommodation and dressing rooms for all employees, ensuring protection for clothes left therein, but once this protection is provided, the employer accepts no responsibility for loss or theft.
- (iii) A lunch room for the accommodation of the employees at meal times shall be provided.
- (iv) For all employees engaged in handling dry carbonate of lead, in any form, hot and cold shower baths, nail brushes, towel, suitable soap, respirators and clean overalls shall be provided, daily, by the employer. Employees in all other departments shall be provided with washbasins, nail brushes, hot and cold water, towel, suitable soap and clean overalls once weekly.
- (v) All employees shall be made an allowance of five minutes prior to meal times and ten minutes prior to ordinary ceasing time for the purpose of cleaning themselves.
- (vi) The employer and the employee may agree to accept fifteen (15) minutes before ceasing time in lieu of the allowance of five minutes before meal time and ten minutes before ceasing time.
- (vii) Travelling time and fares necessarily incurred shall be allowed to employees when required to work at places which are away from their usual place of employment.
- (viii) Suitable weatherproof clothing and footwear to adequately protect employees from inclement weather and protective industrial gloves shall be supplied on jobs where such protection is necessary.
- (ix) All employees shall be allowed ten minutes each morning as a rest period for morning tea, such time to be counted as time worked.

20. PROPORTION OF JUNIORS

One Junior may be employed within each department to every four or fraction of four not being less than three storemen and/or packers receiving not less than the adult rate.

21. JURY SERVICE

An employee shall be allowed leave of absence during any period when required to attend for jury service.

During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's award rate of pay as if working.

An employee shall be required to produce to the employer proof of jury service fees received and proof of requirements to attend and attendance on jury service and shall give the employer notice of such requirements as soon as practicable after receiving notification to attend for jury service.

22. ATTENDANCE AT REPATRIATION CENTRES

Employees being ex-service personnel, shall be allowed, as time worked, lost time incurred whilst attending repatriation centres for medical examination and/or treatment - provided that:

- (i) such lost time does not exceed four hours on each occasion;
- (ii) payment shall be limited to the difference between ordinary wage rates for time lost and any payment received from the Repatriation Department as a result of each such visit;
- (iii) the employee produces satisfactory evidence to the employer that he/she is so required to and subsequently does attend a repatriation centre.

23. BEREAVEMENT LEAVE

- (a) An employee, other than a casual employee, shall be entitled to up to two days bereavement leave, up to and including the day of the funeral, without deduction of pay on each occasion of the death within Australia of a person as prescribed in sub-clause (c) of this clause.
- (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (c) Bereavement Leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave as set out in sub-paragraph (ii) of paragraph (c) of sub-clause (1) of Clause 18 - 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 sub-clauses (2), (3), (4), (5) and (6) of the said Clause 18. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

24. PART-TIME WORK

- (i) An employee may be engaged on a part time basis. A part time employee shall mean a weekly employee engaged to work regular days and regular hours, either of which are less than the number of days or hours worked by a full time employee.
- (ii) A part time employee is entitled to a minimum start per occasion of 3 continuous hours, except:
 - (a) where the employer and the employee concerned agree that there shall be a start of 2 continuous hours on 2 or more days per week, provided that:
 - (1) a 2 hour start is sought by the employee to accommodate the employee's personal circumstances, which must be specified, or
 - (2) the place of work is within a distance of 5 kilometres of the employee's place of residence.
- (iii) A part time employee may work up to 38 hours per week without the payment of overtime.

- (iv) A part time employee will be paid per hour 1/38 of the weekly rate of pay prescribed for a full time employee of the same classification contained in Table 1 of this Award.
- (v) Any hours worked by a part time employee outside the ordinary hours of work, as set out in clause 13, or in addition to the 38 hours per week shall be paid at overtime rates.
- (vi) Subject to this clause, all the provisions of this award shall apply to a part time employee on a pro rata basis.

25. 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 victimize 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."

26. AREA, INCIDENCE AND DURATION

- (a) This Award shall apply to all storemen and packers engaged in the work of receiving, stacking, storing, packing, delivering or handling in any way whatsoever, oil, grease, paint, varnish, white, red or pig lead, colour or other merchandise in tins, barrels, cases, or in bulk in a paint and/or colour store or factory including all work in respect of which it has been the custom for storemen and packers to do in such places throughout the State, excluding the County of Yancowinna, within the jurisdiction of the Storemen and Packers, Wholesale Paint, Varnish, Oil and Colour Stores (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 Storemen and Packers, Wholesale Paint, Varnish and Colour Stores (State) Award published 18 June 1975 and reprinted 7 March 1984 (232 IG 1557) and all variations thereof.
- (c) The Award published 18 June 1975 and reprinted 7 March 1984 took effect from the beginning of the first pay period to commence on or after 20 June 1974 and the variations thereof incorporated herein 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 23 August 2001.
- (e) This Award remains in force until varied or rescinded. The period for which it was being made already expired.

Part B - Monetary Rates

Table 1 - Minimum Award Wage Rates

ADULTS:	PER WEEK
Head Storeman/Storewoman	\$492.20
DRIVERS OF MOBILE CRANE:	
Lifting Capacity:	
Up to and including 5 tonnes	\$460.50
Exceeding 5 tonnes but not exceeding 10 tonnes	\$460.50
Exceeding 10 tonnes but not exceeding 20 tonnes	\$479.30
Over 20 tonnes	\$479.30
DRIVERS OF FORKLIFT	\$460.50
ALL OTHER EMPLOYEES - 12 months or more	\$454.70
ALL OTHER EMPLOYEES - less than 12 Months	\$439.70

Note: On 3 February 1976 in Matter No. 1038 of 1975, Commissioner Manuel made the following recommendation, recommended commencing date being the first pay period to commence on or after 3 February 1976:

It is recommended that in circumstances where the wage rates prescribed by this Clause are increased by Order of the Industrial Commission of New South Wales pursuant to Section 57 of the *Industrial Arbitration Act*, 1940, 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 part to 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 actual amount an employee would normally receive for performing 40 hours of ordinary work - provided that such rate shall expressly exclude overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, and any other ancillary payments of a like nature. Provided further that this definition shall not include production bonuses and other methods of payment by results which by virtue of their basis of calculation already produce the result intended hereby.

Table 2 - Other Rates and Allowances

ITEM NO.	CLAUSE NO.	DESCRIPTION	AMOUNT
		Dry Colour Section:	
1	5(iii)(a)	Weekly Employees	\$1.15 per week
2	5(iii)(a)	Casual Labor	\$2.40 per hour
3	5(iii)(a)	Juniors	\$1.15 per week
4	5(iii)(b)	Open Containers and weigh dry colour	80 cents per week
5	5(iv)(a)	Operates a forklift	55 cents per hour

6	5(iv)(b)	Operates a Mobile Crane	69 cents per hour
7	9	Meal Allowance	\$7.90 per meal
8		Leading Hand	
		In charge of 1-5	\$14.10 per week
		In charge of 6-10	\$21.25 per week
		In charge of 11-15	\$29.00 per week
		In charge of over 15	\$36.45 per week

SCHEDULE A**AWARDS AND VARIATIONS INCORPORATED**

CLAUSE	VAR. NO	DATE OF PUBLICATION	INDUSTRIAL GAZETTE	
			VOL.	PAGE
Award	80354	7/3/1984	232	1557
5	80982	26/4/1984	233	710
5	81197	21.11.1984	235	1228
5	83349	25/9/1985	238	1371
5	A1301	9/7/1986	242	168
5	A3200	30/9/1987	245	1351
5	A5354	21/9/1988	249	1317
5	A5374	21/9/1988	249	1319
5	A6944	5/10/1990	259	567
18	B5305	9/5/1997	298	310

Schedule B**Changes Made on Review****Date of Effect: 23 August 2001****Provisions Modified:****STOREMEN & PACKERS, WHOLESALE PAINT, VARNISH AND COLOUR STORES (STATE) AWARD**

CLAUSE	Previous Form of Clause Last Published at I.G. Vol	Page
AWARD: Storemen & Packers, Wholesale Paint, Varnish and Colour Stores (State) Award		
1	232	1557
2	232	1557
3	232	1557
4	232	1557
5	259	567
6	232	1557
7	232	1557
8	232	1557
9	232	1557
10	232	1557
11	232	1557
12	232	1557
13	232	1557
14	232	1557
15	232	1557

16	232	1557
17	-	-
18	298	310
19	232	1557
20	232	1557
21	232	1557
22	232	1557
23	232	1557
24	-	-
25	-	-
26	232	1557
27	232	1557

(2) Provisions Removed:

AWARD	CLAUSE	PREVIOUS FORM OF CLAUSE LAST PUBLISHED AT:	
		I.G. VOL.	PAGE
Storemen & Packers, Wholesale Paint, Varnish and Colour Stores (State) Award	1	232	1557
	19	232	1557
	23	232	1557

R. J. PATTERSON, Commissioner

**STOREMEN & PACKERS, WHOLESALE PAINT, VARNISH, OIL AND COLOUR STORES
(STATE) INDUSTRIAL COMMITTEE**

Industries and Callings

Storemen and Packers in paint or colour store or factory, including storemen and packers who, for the purpose of and in the course of their work as storemen and packers, use mechanical or electrical appliances, employed in receiving, stacking, storing, packing and/or preparing for transport or delivery of oil and grease used in the paint and varnish of any description, in the State, excluding the County of Yancowinna;

excepting employees of -

Broken Hill Proprietary Company Limited at Newcastle;
Australian Wire Industries Pty. Ltd. at its Newcastle Wiremill.

Printed by the authority of the Industrial Registrar.

(017)

SERIAL C0810**ASPHALT AND BITUMEN INDUSTRY (STATE)
CONSOLIDATED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4620 of 1999)

Before The Honourable Justice Walton, Vice-President
Mr Deputy President Sams
Commissioner O'Neill

20 August 2001

REVIEWED AWARD**1. ARRANGEMENT**

Clause No.	Subject Matter
1.	Arrangement
2.	Contract of Employment
3.	Termination of Employment
4.	Allowances
5.	Hours of Work
6.	Overtime
7.	Recall to Work
8.	Public Holidays
9.	Payment of Wages
9A.	State Wage Case Adjustments
10.	Travelling to Country Work

11. Country Work
12. Tea Break
13. Protective Clothing
14. Occupational Health and Safety
15. Mixed Functions
16. Annual Leave
17. Sick Leave
18. Settlement of Disputes
19. Reporting for duty
20. Bereavement Leave
21. Flexible Work Practices
22. Consultation
23. Enterprise Flexibility Processes
24. Training
25. Utilisation of Skills
26. Introduction of Change
27. Redundancy
28. Personal/Carer's Leave
29. Anti Discrimination
30. Long Service Leave
31. Area, Incidence and Duration

PART B MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

2. CONTRACT OF EMPLOYMENT

- (a) Probation - Employment for the first two weeks of service shall be from day to day at the appropriate weekly rate; provided that any employee who has previously served a probationary period of two weeks shall not be employed for a further probationary period. An employee shall be paid for any holiday or holidays, which may occur during any period he or she is employed on probation.
- (b) Weekly Employment - Except as provided by subclauses (a) and (c) of this clause, employment shall be by the week.
- (c) Casual Employment -
 - (i) A casual employee is a person who is engaged and paid as such.
 - (ii) A casual shall be paid a loading of 20 per cent in addition to the weekly rates prescribed herein. Such loading shall form part of the casual's ordinary rate of pay.
 - (iii) The casual loading shall be in substitution for annual leave, sick leave and payment for public holidays not worked.
 - (iv) A casual shall receive a minimum of four hours' pay per day.
- (d) Stand Down - The employer may deduct payment for any time an employee cannot be usefully employed because of any strike or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

3. TERMINATION OF EMPLOYMENT

(a) Notice of Termination by Employer

- (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
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (ii) In addition to the notice in paragraph (i) of this subclause, 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 prescribed in paragraphs (i) and/or (ii) of this subclause 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 an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.
- (v) 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 or employees engaged for a specific period of time or for a specific task or tasks.
- (b) Notice of Termination by Employee - The notice of termination required to be given by an employee shall be the same as that required of an 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.
- (c) Time Off During Notice Period - Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be at times that are convenient to the employee after consultation with the employer.
- (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 his or her 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) of this clause, 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) Unfair Dismissals - Termination of employment by an employer shall not be harsh, unjust or unreasonable.

For the purposes of this clause, termination of employment shall include terminations with or without notice.

Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the grounds of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

4. ALLOWANCES

- (a) Industry Allowance - Employees shall be paid an industry allowance as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. This allowance shall be treated as part of the employee's ordinary wage for all purposes of this award. The allowance is intended to compensate employees for all adverse conditions (excepting those in subclause (b) of this clause) and for working with Tarmix.
- (b) Inclement Weather
 - (i) Employees shall be paid an allowance as set out in Item 2 of the said Table 2. This allowance shall be treated as part of the employee's ordinary wage for all purposes of this award.
 - (ii) This allowance is intended to compensate employees for the additional disabilities of being required to work when exposed to inclement weather and for working in isolated and under-developed locations. For the purposes of this clause, "inclement weather" means wet weather and/or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperatures or any combination thereof.
 - (iii) Where employees cannot be gainfully employed on their normal duties or on other productive work because of wet weather, they will carry out alternative work out of the rain, where available.
 - (iv) Alternative arrangements may be mutually agreed with the employees concerned.
- (c) In Charge of Plant - An operator in charge of plant will be paid an allowance as set out in Item 3 of Table 2, and such payment shall be regarded as part of an employee's ordinary wage for all purposes of this award. An employee shall be deemed to be in charge of plant when employed on a unit of plant and is the operator specifically entrusted with responsibility for such unit. This responsibility shall include oiling, greasing, checking water levels, etc, carrying out repairs within his or her level of skill and also assisting fitters when required.
- (d) First-aid Attendant - An additional rate as set out in Item 4 of Table 2 shall be paid to an employee who is a qualified first-aid person and is employed to carry out the duties of a first-aid person.
- (e) Leading Hand Allowance- A Leading Hand Allowance as set out in Item 9 of Table 2 applies to employees under this award.

5. HOURS OF WORK

- (a) Except as provided elsewhere in this award, the ordinary working hours shall be 38 per week and shall be worked in accordance with the following provisions for a four-week cycle:
- (b)
 - (i) The ordinary working hours shall be worked as a 20-day, four-week cycle, Monday to Sunday inclusive, with 19 working days of eight hours each between the hours of 7.00 a.m. and 5.00 p.m., with 0.4 of one hour on each day worked accruing as an entitlement to take a rostered day off in each cycle as a day off paid for as though worked.
 - (ii) Provided that where there is a mutual agreement between the employer and a majority of the employees concerned, the span of hours referred to herein may be varied to commence any time between 5.00 a.m. and 7.00 a.m. and finish any time between 5.00 p.m. and 6.00 p.m., subject to the limitation that there be no more than nine hours of ordinary time worked in any one day and 76 ordinary hours each fortnight.
- (c)
 - (i) A schedule of rostered days off shall be determined and agreed between the parties 15 months in advance.
 - (ii) Such scheduled rostered days off may be deferred and accumulated up to a maximum of four rostered days off, by agreement between the employer and any individual employee concerned.

- (iii) Where the majority of employees in any particular section of work agree, and the employer or employer's representative agrees, an alternative day in the four-week cycle may be substituted for the scheduled rostered day off and, where such agreement is reached, all provisions of this award shall apply as if the substituted day were the scheduled rostered day off.

Provided that a minimum of five days shall elapse before such agreement is implemented, unless the parties agree otherwise.

- (d) Each day of paid leave taken, e.g., annual leave, and any public holidays occurring during any cycle of four weeks, shall be regarded as a day worked for accrual purposes (this does not include periods of long service leave).
- (e) An employee who has not worked, or is not regarded by reason of subclause (d) of this clause as having worked, a complete four-week cycle, shall receive pro rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.
- (f) The accrued rostered day off prescribed in subclauses (b) and (c) of this clause shall be taken as a paid day off, provided that the day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out maintenance outside ordinary working hours or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project, in which case the employee shall take one paid day off before the end of the succeeding work cycle, and the employee shall be paid for the day worked at the rates prescribed for Saturday work in subclause (l) of this clause.
- (g) Subject to subclauses (h), (i) and (j) of this clause, the rosters for ordinary hours will be one of the following:
 - (i) Monday to Friday inclusive; or
 - (ii) Tuesday to Saturday inclusive; or
 - (iii) Sunday to Thursday inclusive, and employees will present for work in accordance with the appropriate roster.
- (h) Rosters in accordance with subclause (g) of this clause will be posted at the employee's usual starting place by the close of normal business each Tuesday.
- (i) When an employer wishes to alter a roster set in accordance with subclause (h) of this clause, to another such roster set in accordance with subclause (g) hereof, such alteration can only be by consent of the employees directly affected by such alteration.
- (j) Employees may, by agreement, exchange places on rosters with the employer's consent. Such consent shall not be unreasonably withheld.
- (k) All overtime worked subsequent to ordinary hours on a rostered day on a Saturday or Sunday shall be at double the ordinary-time rate.
- (l) Where a person is rostered pursuant to this clause to work ordinary time on a Saturday, the person shall be paid at the ordinary-time rate for their classification, plus 87.5 per cent. Where a person is rostered pursuant to this clause to work ordinary time on a Sunday, the person shall be paid at the ordinary-time rate for that classification, plus 100 per cent.
- (m) Afternoon and Night Shifts
 - (i) Afternoon and/or night shifts may be worked at the discretion of the employer to meet the exigencies of the industry.
 - (ii) Employees working on shifts shall be paid at the rate of time and a quarter.

- (iii) When working shifts exceed four hours, crib time of 30 minutes shall be allowed and shall be paid for on each shift, providing work continues after such crib time.
- (iv) An employer may require a day worker to change to shift work, provided at least 24 hours' notice is given of the change.

Overtime rates shall be paid if the shifts do not continue for at least five consecutive afternoons or nights.

- (v) Notwithstanding anything elsewhere contained in this subclause, where employees are required to work on a shift not worked on a two-or three- shift system, which commences at or after 8.00 p.m. and which finishes at or before 6.00 a.m., such shift shall be of no longer duration than eight hours and shall be paid for at the rate of time and a half.

In addition, all time worked in excess of eight hours on such night shift shall be paid for at the rate of double time. The calculation of such overtime shall be on the basis of each completed unbroken period of overtime.

- (vi) Shift work hours shall be worked between Monday to Friday inclusive. Shift time worked on a Saturday, Sunday or public holiday shall be paid for at overtime rates; provided that an ordinary night shift commencing before and extending beyond midnight Friday shall be regarded as a Friday shift.
- (vii) Rest Period After Overtime - Refer to the provisions of subclause (e) of clause 6, Overtime.
- (viii) Employees engaged for work under the terms of this subclause shall accrue 0.4 of one hour for each shift worked to allow one shift to be taken off as a paid shift for every 20-shift cycle.

The 20th shift shall be paid for at the shift rate(s) prescribed in paragraphs (ii), (iv) and (v) of this subclause, provided that no employee shall be disadvantaged in the introduction of this paragraph as to the receipt of appropriate shift rates in a cycle.

- (ix) Each shift of paid leave taken, e.g., annual leave, and any public holidays occurring during any cycle of four weeks, shall be regarded as a shift worked for accrual purposes (this does not include periods of long service leave).
- (x) An employee who has not worked, or is not regarded by reason of paragraph (ix) of this subclause as having worked a complete four-week cycle, shall receive pro rata accrued entitlements for each shift worked (or fraction of a shift worked) or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.
- (xi) The employer and employees shall agree on arrangements for rostered paid days off during the 20-shift cycle or for accumulation of accrued days, provided that such accumulation shall be limited to no more than five such accrued days before they are taken as paid days off and, when taken, the days shall be regarded as days worked for accrual purposes in the particular 20-shift cycle.
- (xii) Once such shifts have been rostered they shall be taken as paid shifts off, provided that where an employer, for emergency reasons, requires an employee to work on his/her rostered shift off, the provisions of subclause (f) of this clause shall apply as if relating to shift work.

(n) General Provisions

- (i) Employees shall not be required to work longer than six hours without a break for a meal.
- (ii) Employees shall report and finish at the depot at the usual starting and finishing time.
- (iii) Employees when camping or being otherwise accommodated by the company shall start and finish on the job, provided that in such cases the company will provide the employee with

transport between the camp or accommodation and job free of charge and will pay for all time so occupied in excess of 20 minutes each way at ordinary rates.

6. OVERTIME

- (a) Payment for Working Overtime - All time worked in excess of eight hours per day (or the agreed number as provided in paragraph (ii) of subclause (b) of clause 5, Hours of Work) Monday to Friday inclusive, or outside the spread of hours specified in subclause (b) of the said clause 5, shall be overtime and shall be paid at the rate of time and one-half for the first two hours and double time thereafter. In computing overtime, each day shall stand alone.
- (b) Working During Meal Breaks - Employees called to work during recognised meal hours shall be paid at overtime rates for all time worked until they receive a meal break of the usual period; provided that where it is necessary to alter the time of the recognised meal hour, employees may be called upon to work for not more than one hour beyond such recognised meal hour without additional rates of pay, provided that they receive the equivalent meal time.
- (c) Saturday Work - All time worked on Saturdays, where there shall be a minimum payment of four hours, shall be paid at the rate of time and a half for the first two hours and double time thereafter; provided that all work performed after 12 noon shall be paid for at double time. A crib time of 30 minutes shall be allowed without deduction of pay between 12 noon and 1.00 p.m. if work is to continue after such crib time.
- (d) Sunday Work - All time worked on Sundays shall be paid at the rate of double time. There shall be a minimum payment of four hours at double time. A crib time of 30 minutes shall be allowed without deduction of pay between 12 noon and 1.00 p.m. if work is to continue after such crib time.
- (e) Rest Period After Overtime - When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of his or her ordinary work on the next day that he or she has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.

If, on the instructions of his/her employer, such an employee resumes or continues work without having had such ten consecutive hours off duty, he/she shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until he/she has had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.

The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours where overtime is worked:

- (i) for the purpose of changing shift rosters;
 - (ii) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.
- (f) Crib Time - An employee shall be entitled to a 30-minute paid crib break after two hours of work past the normal finishing time and after each additional four hours of continuous overtime, provided that such work is to continue after the crib break and further provided that, in respect of this condition, time worked shall mean time worked on the job and excludes time spent travelling from the job back to the depot.
 - (g) Meal Allowance and Subsequent Crib

- (i) Any employee required to work over more than one and one-half hours after the usual ceasing time, without having been notified the previous day or earlier, shall be provided with a meal or shall be paid as per Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for such meal, and after each four hours on continuous overtime shall be supplied either with a meal or shall be paid as per Item 5 of the said Table 2 in addition to his/her overtime payment.
- (ii) 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 prescribed by paragraph (i) of this clause, for the meals which he/she has provided but which are surplus.

7. RECALL TO WORK

When an employee is recalled to work Monday to Friday after leaving the job, he/she shall be paid for a minimum of three hours at overtime rates, provided that overtime worked as provided herein shall not be regarded as overtime for the purposes of subclause (e) of clause 6, Overtime, where the actual time worked is less than three hours on such recall or on each of such recalls.

8. PUBLIC HOLIDAYS

- (a) Prescribed Holidays - The following days or the days on which they are observed shall be holidays and payment of the amount which ordinarily would have been paid had the day been a working day shall be made for these days to employees other than casuals:

New Year's Day,
Australia Day,
Good Friday,
Easter Monday,
Anzac Day,
Queen's Birthday,
Labour Day,
Christmas Day,
Boxing Day,

and any other gazetted holidays as may be proclaimed throughout the State of New South Wales.

- (b) Payment for Holidays
 - (i) An employee who, without reasonable cause, is absent on the working day before or the working day after such public holiday shall not be entitled to payment for such holiday.
 - (ii) Employees required to work on a public holiday shall be paid at the rate of double time and a half, with a minimum payment of four hours at such rate.
- (c) Picnic Day
 - (i) Each year there shall be an AWU picnic day holiday for employees in New South Wales on the first Monday in December.
 - (ii) Employees (other than casuals) who are not required to work on the said picnic day shall be paid for the holiday at the ordinary rates of pay prescribed in clauses 9, Payment of Wages, and 10, Travelling to Country Work.
 - (iii) Employees required to work on the picnic day shall be paid at the rate of double time and a half for a minimum of four hours.

- (iv) Employers may require from their employees the butt of the ticket as evidence of their attendance at the picnic.

9. PAYMENT OF WAGES

- (a) Wages shall be paid weekly in the employer's time. Any employee required to wait for payment of wages after the usual ceasing time shall be paid at ordinary rates for all time until he/she receives such wages.
- (b) The method of payment of wages to employees working in country depots or jobs outside the County of Cumberland shall be in accordance with the written arrangements with individual employees.

9A. STATE WAGE CASE ADJUSTMENTS

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.

10. TRAVELLING TO COUNTRY WORK

- (a) Fares - All employees sent by the employer from the city to the country or from one country centre to another country centre or from a country centre to the city shall have their fares provided by the employer and, on remaining until the completion of the job or until the special work on which they were sent to perform is completed and no other work is provided by the employer, they shall be entitled to fares back to the place of employment.
- (b) Travelling Time - Where an employee is sent from one centre to another and is required to remain away from home while necessarily travelling between such centres, the rate of pay for travelling time shall be at ordinary rates. The maximum time to be paid for when travelling shall be eight hours per day in addition to wages otherwise earned for work performed. Provided that this subclause shall not alter any current practice.
- (c) Travelling Expenses - Employees while travelling shall be paid an amount as set out in Item 6 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, with a maximum of three meals per day and, if required to spend a night en route, shall be paid an amount as set out in Item 6 of the said Table 2, provided that where an employee is provided with meals and accommodation, he/she shall not be entitled to the said allowance.
- (d) Definition - For the purpose of this clause, a day shall mean midnight to midnight.

11. COUNTRY WORK

- (a) Entitlement - Where an employee is required to work at such a distance from home that it is impossible to return each night, the following shall apply:
 - (i) The employer shall provide reasonable board and lodging or shall pay an allowance per week of seven days, as set out in Item 7 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, but such allowance shall not be wages.
 - (ii) In the case of broken parts of a week the allowance shall be all living expenses actually and reasonably incurred but not exceeding the amount per week as set out in Item 7 of the said Table 2. Provided that the foregoing allowance shall not be paid by the employer where reasonable board and lodging is provided.

- (iii) The employer shall pay each employee an incidentals allowance per night as set out in Item 8 of Table 2.
- (b) Weekend Return Home - When a country work job continues for more than two months, an employee on such job shall be entitled to be paid fares reasonably incurred in returning home for a weekend, or shall be provided with normal transport at the employer's cost.

Such entitlement to fares shall accrue for only one weekend every four weeks after the completion of two months' continuous service on such distant job. Provided that the fares shall not be payable by the employer unless the employee works his or her full ordinary hours on the ordinary working day before and the ordinary working day after such weekend. Provided further that such fares shall not be payable unless the distant job continues for at least two weeks after such weekend.
- (c) Accrual of Rostered Days Off - If an employer and employee engaged on country work agree, the paid rostered day off prescribed in paragraph (iii) of subclause (c) of clause 5, Hours of Work, may be taken and paid for at a time mutually agreed. The agreement shall only provide for a paid day or days off work up to a maximum accrual of five days.

12. TEA BREAK

- (a) A tea break during the morning period of not more than 15 minutes' duration shall be allowed to each individual employee, at a time to be arranged by the employer, without deduction from the employee's wages.
- (b) The taking of the morning tea break shall not involve a complete stoppage of work.
- (c) The employer shall provide the necessary facilities and the labour to brew tea for employees.

13. PROTECTIVE CLOTHING

- (a) Employees handling tar, bitumen or bituminous emulsions shall be supplied, on request, with gloves.
- (b) Employees engaged in cleaning out sullage pits shall be supplied with suitable protective boots when required to enter such pits.

14. OCCUPATIONAL HEALTH AND SAFETY

The parties to this award are committed to achieving healthier and safer jobs through workplace changes aimed at improved efficiency and productivity. As such, the parties are committed to the relevant occupational health and safety legislation and the relevant codes of practice.

15. MIXED FUNCTIONS

An employee called upon to perform work for which a higher rate is fixed shall be entitled to receive such higher rate whilst so employed.

16. ANNUAL LEAVE

- (a) In addition to the public holidays specified in this award, an employee shall be entitled to leave of absence on full pay for a period equal to four working weeks for each continuous 12 months' service (less the period of annual leave) with the employer.

Employees on shift work shall, on completion of each 12 months' continuous service, be entitled to leave of absence on full pay for a period equal to five working weeks, exclusive of public holidays.

Any day worker called upon to work shift work for short periods during the year shall be entitled to annual leave for the total period so worked, on the same basis as a shift worker, and shall be granted additional leave of absence on full pay on a pro rata basis for time worked on shift work.

- (b) An employee before going on leave shall be paid the amount of wages he/she would have received in respect of ordinary time he/she would have worked had he/she not been on leave during the relevant period.

Each employee shall, where applicable, have the amount of wages for annual leave calculated as follows:

- (i) the applicable rate prescribed by clauses 9, Payment of Wages, and 10, Travelling to Country Work; and
 - (ii) any additional rate applicable for work in ordinary time, including Saturday and Sunday shifts as prescribed by paragraph (vi) of subclause (m) of clause 5, Hours of Work;
 - (iii) any additional rates to which the employee is otherwise entitled in accordance with his/her contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment which is of a similar nature to or is paid for the same reason as or is paid in lieu of those payments which might have become payable to an employee in reimbursement for expenses incurred;
 - (iv) in the case of an employee engaged on a mixed function, the rate payable pursuant to the said clauses 9 and 10, calculated on a daily basis, which the employee would have received for ordinary time during the relevant period whether on a shift roster or otherwise;
 - (v) this subclause shall not operate so as to entitle an employee, in respect of a public holiday occurring during his/her period of annual leave, to any additional payment calculated as though the employee had worked on that day.
- (c) Continuous employment, as specified in subclause (a) of this clause, means constant weekly employment until the termination of an engagement. Absence of up to one month owing to illness covered by a medical certificate after two days' absence, or an absence with a medical certificate extending beyond one month in the case of an employee with an accumulation of sick leave to the extent of such accumulation; three months owing to injury received in the course of his/her employment; one month owing to other causes for which sick leave has been granted by the employer concerned, shall not be deemed to break the continuity of employment.
- (d) Pro Rata Leave
- (i) Should an employee not complete 12 months' service he or she shall, on termination of employment (provided that he/she has been employed continuously for one month or more), be entitled to pay on a pro rata basis for each completed month of service at the appropriate rate of wage prescribed by subclause (b) of this clause in respect of leave which has not been granted under this clause.
 - (ii) In the computation of pro rata leave, the period of any previous annual leave which may be involved shall be computed as a period of service.
- (e) Leave to be Taken - Annual leave shall be taken at a time mutually agreed upon by the employer and the employee and, in the absence of agreement, at a time fixed by the employer, within a period not exceeding six months from the date when the right to recreation leave accrued due and after not less than six weeks' notice to the employee.

Leave shall be taken in a continuous period or, in the event of an agreement between an employer and the employee, in two separate periods and not otherwise.

In cases where an employer and an employee have agreed on two separate periods of leave, one of the periods shall be not less than two consecutive weeks, exclusive of any public holiday or holidays which may occur during such period of leave. Any such two periods of leave shall be granted to an employee within six months from the date when the right to annual leave occurred.

- (f) Close-down - Notwithstanding the provisions of subclause (e) of this clause, an employer may, by one month's notice in writing exhibited on a notice board in the establishment, project or business, declare that the establishment, project or business shall observe a complete Christmas/New Year "close-down" period at the next following Christmas/New Year. In a case where an employee has not completed 12 months' service at the Christmas/New Year close-down such employee shall, provided that he/she has been employed continuously for one month or more, be entitled to leave on a pro rata basis for each month of continuous service and such an employee may be stood off for the duration of the close-down period, provided that any such employee shall be paid for all public holidays occurring during the close-down period.
- (g) An employer may allow annual leave to an employee before the right thereto has accrued due but, where leave is taken in such a case, a further period of annual leave shall not commence to accrue until after the expiration of the 12 months in respect of which annual leave had been taken before it accrued.

Where leave has been granted to an employee pursuant to this subclause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months' continuous service in respect of which the leave was granted, the employer may, for each one complete month of the qualifying period of 12 months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the public holidays prescribed by this award.

- (h) For the purposes of subclause (f) of this clause, close-down shall be deemed to mean a period of not less than three consecutive weeks, exclusive of public holidays, commencing two clear working days before Christmas Day. Provided that the close-down period may not extend for longer than two consecutive weeks, exclusive of public holidays, where the employees agree with their employer that annual leave may be taken in two periods.

An employer, in conjunction with an accredited representative of the union, may seek such an agreement with his/her employees on a particular project, establishment or business by means of a secret ballot. In the event of a majority in favour of two periods of leave, that employer may close down that project for a period of two consecutive weeks at Christmas/New Year, exclusive of public holidays, and grant the remaining two weeks' leave at some other time of the year within six months from the date when the right to annual leave first occurred.

- (i) Payment in Lieu - Payment in lieu of annual leave shall not be made by an employer nor accepted by an employee except in accordance with all the requirements of this clause. An employee shall not offer his/her services to any other employer during the period of paid annual leave and an employer shall not engage an employee who is on paid annual leave.
- (j) Leave Record - Every employer shall keep, or cause to be kept, an annual leave record showing the date of commencement of employment, the date on which the last leave became due and the date upon which the last leave was taken.
- (k) Before proceeding on annual leave an employee shall be paid any monies then due in respect of the annual leave being taken, or which may accrue due to the employee during the period of leave.
- (l) Leave Loading - During a period of annual leave an employee shall receive a 17.5 per cent loading calculated on the rate of wage prescribed in subclause (b) of this clause.

The loading shall be as follows:

- (i) Day workers - an employee who would have worked on day work only had he/she not been on leave - a loading of 17.5 per cent.
- (ii) Shift workers - an employee who would have worked on shift work had he/she not been on leave - a loading of 17.5 per cent.

Provided that where the employee would have received shift loadings prescribed by subclause (m) of clause 5, Hours of Work, had he/she not been on leave during the relevant period, and such loadings would have entitled the employee to a greater amount than the loading of 17.5 per cent, the shift loadings shall be added to the rate of wage prescribed by paragraph (i) of subclause (b) of this clause in lieu of the 17.5 per cent loading.

Provided further that if the shift loadings would have entitled him/her to a lesser amount than the loading of 17.5 per cent, such loading of 17.5 per cent shall be added to the rate of wage prescribed by paragraph (ii) of subclause (b) of this clause in lieu of the shift loading.

For the purposes of this subclause, the ordinary time an employee would have worked had he/she not been on leave during the relevant period shall be determined by the roster which covers such period at a time immediately prior to commencement of annual leave or the termination of employment, as the case may be.

The loading prescribed by this subclause shall apply to proportionate leave on termination of employment where the employment is terminated by the employer, but it shall not apply where the reason for termination is misconduct or wilful disobedience.

- (m) The provisions of this clause shall not apply to casual employees.

17. SICK LEAVE

An employee who, after not less than three months' continuous service in his/her current employment, is unable to attend for duty during ordinary working hours by reason of personal illness or personal incapacity (excluding incapacity resulting from injury within the *Workers' Compensation Act 1987*) not due to his/her own serious and wilful misconduct, shall be entitled to be paid at the ordinary -time rate of pay for the time of such non-attendance, subject to the following:

- (a) Payment in connection with sick leave is to be made on the next regular pay day after the employee reports sick and such payment shall continue on regular pay days until the employee exhausts his/her sick leave or resumes duty.
- (b) The employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation. Where a claim for workers' compensation is made by an employee, payment of such leave under this clause shall not be payable.
- (c) The employee shall, within two hours of the commencement of such absence, where practical, inform his/her employer or representative thereof of his/her inability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of same.
- (d) The employee 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.
- (e) Subject to the provisions of subclause (g) of this clause, the employee shall not be entitled in any year of continuous employment to sick pay for more than ten ordinary working days. Any period of paid sick leave allowed by the employer to an employee in any such year shall be deducted from the period of sick leave, which may be allowed or carried forward under this award, or in respect of such year.
- (f) Where an employee is ill or incapacitated, within the meaning of this clause, on his/her rostered day or shift off he/she shall not be entitled to sick pay on that day nor shall his/her sick leave entitlement be reduced as a result of such illness or incapacity.
- (g) The right under this clause shall accumulate from year to year to a maximum of 60 days from the next sick leave entitlement date, so long as the employment continues with the employer, whether under this or any other award or agreement, so that any part of ten days 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.

- (h) For the purpose of this clause, "continuous service" shall be deemed not to have been broken by:
 - (i) any absence from work on leave granted by the employer; or
 - (ii) 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.
- (i) Service with an employer before the operative date of this award shall be counted as service for the purpose of qualifying thereunder.
- (j) The provisions of this clause shall not apply to casuals.

18. DISPUTE RESOLUTION PROCEDURE

- (i) Industrial Disputes
 - (a) Any disputes arising out of employment shall be referred to the immediate supervisor by the employee concerned.
 - (b) Failing settlement at this level, the matter shall be referred to the accredited union representative who will take up the matter with the nominated employer representative within 48 hours.
 - (c) If resolution is not achieved, the dispute will be referred to the respective union organisers, who will meet the employer within 48 hours.
 - (d) Failing settlement, the organiser will refer the dispute to the union Secretary and the employer may refer the dispute to its employer association or representative.
 - (e) During discussions, the work shall continue in the usual manner and, if the matter cannot be settled by conference, the circumstances of the dispute shall be notified to the Industrial Registrar with a view to a compulsory conference being convened for the purpose of settling such dispute.
 - (f) Whilst these procedures are continuing, the status quo shall remain and no stoppage of work or any form of limitation of work shall be applied.
- (ii) Safety Disputes
 - (a) It is recognised that problems related to safety and other hazardous situations may arise from time to time, which require immediate attention and decision. An unsafe and hazardous situation is a situation on a work site, which is considered by employees to endanger their safety.
 - (b) Any safety or health issue shall be reported to the employee's immediate supervisor for immediate attention.
 - (c) Should the problem be considered a safety or health issue, the company may refer the dispute to the chairman of the plant's occupational health and safety committee and the appointed company representative.

Work shall cease in the disputed area and the employees are to be relocated to another safe working area while the inspections are carried out and a final determination made.
 - (d) The committee, in conjunction with management, shall inspect the area of the alleged unsafe location or practice and shall determine whether the work in question will proceed.

- (e) Should the parties not be able to reach agreement about the alleged unsafe working environment, an inspector from the appropriate department shall be advised to inspect the area as a matter of urgency. The determination of the inspector shall be binding on all parties.
- (f) Should the work in dispute cease, the employer shall have the right to relocate the employees to another workstation or to reallocate duties of the employees to maintain production requirements.

19. REPORTING FOR DUTY

Employees who are directed to report for work on a Saturday or a Sunday and are not required shall be paid for three hours at overtime rates.

20. BEREAVEMENT LEAVE

- (i) An employee on weekly hiring shall be entitled to a maximum of two days' leave without deduction of pay on each occasion of the death within Australia of a person prescribed in subclause (iii) of this clause. There shall be an additional entitlement to a maximum of two days' leave without pay on the same basis.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide, to the satisfaction of the employer, proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph 28.1.3 of subclause 28.1 of clause 28, 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 28.2, 28.3, 28.4, 28.5 and 28.6 of the said clause 28. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

21. FLEXIBLE WORK PRACTICES

- (a) The parties agree that an improvement in efficiency and productivity will be achieved by improved training, interchange ability, and the flexibility to adapt to the requirements of specific job circumstances.
- (b) There shall be complete interchange ability and flexibility of labour between various classifications and between different unions, provided that the employees possess the necessary certificates and skills to perform the work. There shall also be flexibility in the use of non-award personnel from time to time. Employees will normally be employed to do a particular job within a particular award or agreement; however, the interchange ability and flexibility may be required in the event of machinery breakdown, production problems, and continuity of operations, absences and so forth.
- (c) This clause is dependent upon other unions agreeing to the same interchange-ability/flexibility.

22. CONSULTATION

- (a) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the asphalt and bitumen industry and to enhance the career opportunities and job security of employees in the industry.

- (b) Consultative mechanisms and procedures shall be established at each enterprise or workplace by the employer, employees and the union. Such mechanism and procedures will be dependent upon the size, structure and needs of both the employer and the employees concerned.
- (c) The consultative mechanisms in subclause (b) of this clause shall examine matters affecting the productivity, efficiency and competitiveness of the business, which shall include flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and positive assistance in the re-structuring process.
- (d) In the event of a disagreement that cannot be resolved through the consultative mechanism, the issue shall be resolved through the settlement of disputes procedure contained in clause 18, Settlement of Disputes.

23. ENTERPRISE FLEXIBILITY PROCESSES

Without limiting the rights of either employer or the union to arbitration, any other measure designed to increase flexibility on a site or within an enterprise sought by any party shall be implemented, subject to the following requirements:

- (i) the changes sought shall not affect provisions reflecting national standards;
- (ii) the majority of employees affected by the change at the site or enterprise must genuinely agree to the change;
- (iii) no employee shall lose income as a result of the change;
- (iv) the union must be party to the agreement;
- (v) any agreement shall be subject, where appropriate, to approval by the Industrial Relations Commission of New South Wales and, if approved, shall operate as a schedule to this award and take precedence over any provisions of this award to the extent of any inconsistency.

24. TRAINING

- (a) The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of the industry; a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (i) developing a more highly skilled and flexible workforce;
 - (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (iii) removing barriers to the utilisation of skills acquired.
- (b) Following proper consultation in accordance with clause 22, Consultation, an employer shall develop a training program consistent with:
 - (i) the current and future skill needs of the enterprise;
 - (ii) the size, structure and nature of the operations of the enterprise;
 - (iii) the need to develop vocational skills relevant to the site and the asphalt industry through courses conducted by accredited educational institutions and providers and through on-site courses.

25. UTILISATION OF SKILLS

- (a) Employees shall be employed to carry out such duties as may be directed by an employer from time to time, subject to the limits of their skill, competence and training.
- (b) 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.
- (c) Any direction given by an employer in accordance with subclauses (a) and (b) of this clause shall be consistent with the employer's obligations under the relevant occupational health and safety regulations.
- (d) Disputes arising in relation to the operation of this clause shall be dealt with in accordance with clause 18, Settlement of Disputes, following prior consideration of the issue in accordance with the consultative mechanism in clause 22, Consultation.

26. INTRODUCTION OF CHANGE

- (a) Employer's Duty to Notify
 - (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union.
 - (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.
 - (iii) Provided that where this award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.
- (iv) Employer's Duty to Discuss Change
 - (i) The employer shall discuss with the employees affected and the union, inter alia, the introduction of the changes referred to in subclause (a) of this clause, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
 - (vi) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (a) of this clause.
 - (vii) For the purposes of such discussions, the employer shall provide in writing to the employees concerned and the union all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that an employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

27. REDUNDANCY

- (A) Application
 - (i) This clause shall apply in respect of full-time and part-time persons employed in the classifications specified by Table 1 - Rates of Pay, of Part B, Monetary Rates.

- (ii) In respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of paragraph (i) of subclause (D) of this clause.
- (iii) Notwithstanding anything contained elsewhere in this award, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be not 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 award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(B) Introduction of Change

(i) Employer's Duty to Notify

- (a) 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 effect on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

(ii) Employer's Duty to Discuss Change

- (a) 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) of this subclause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said paragraph (i).
- (c) For the purposes of such discussions, 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 the 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

- (a) 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 subclause (B), Introduction of Change, and that decision may lead to the termination of employment, the

employer shall hold discussions with the employees directly affected and with the union to which they belong.

- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of subparagraph (a) of this paragraph and shall cover, inter alia, any reason 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.
- (c) For the purpose of the discussions the employer shall, as soon as is practicable, provide to the employees concerned, and the union to which they belong, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(D) Termination of Employment

- (i) Notice for Changes in Production, Program, Organisation or Structure - This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, program, organisation or structure, in accordance with subparagraph (a) of paragraph (i) of subclause (B) of this clause.

- (a) 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

- (b) 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.
- (c) Payment in lieu of 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 paragraph sets out the notice provision to be applied to terminations by the employer for reasons arising from technology in accordance with subparagraph (a) of paragraph (i) of subclause (B) of this clause.

- (a) In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.
- (b) 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.
- (c) 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

- (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
- (b) 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 the Centrelink thereof as soon as possible, giving relevant information, including the number and categories of 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 the Centrelink.
- (viii) **Transfer to Lower-paid Duties** - Where an employee is transferred to lower-paid duties for reasons set out in subparagraph (a) of paragraph (i) of subclause (B) of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks of notice still owing.

(E) **Severance Pay**

- (i) Where the employment of an employee is to be terminated pursuant to subclause (D) of this clause, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

- (a) 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

- (b) Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks

2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) "Week s pay" means the all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances paid in accordance with this award.
- (ii) Incapacity to Pay - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (i) of this subclause.
The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said paragraph (i) will have on the employer.
- (iii) Alternative Employment - Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in the said paragraph (i) if the employer obtains acceptable alternative employment for an employee.
- (F) Savings Clause - Nothing in this clause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy agreement, taken as a whole, between the union and any employer bound by this award.

28. PERSONAL/CARER S LEAVE

28.1 Use of Sick Leave

28.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph 28.1.3 of this subclause who needs the employee s care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 17, 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.

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

28.1.3 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 paragraph:
 - (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.

28.1.4 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.

28.2 Unpaid Leave for Family Purpose

28.2.1 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 28.1.3 of subclause 28.1 of this clause who is ill.

28.3 Annual Leave

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

28.3.2 Access to annual leave, as prescribed in paragraph 28.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.

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

28.4 Time Off in Lieu of Payment for Overtime

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

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

28.4.3 If, having elected to take time as leave in accordance with paragraph 28.4.1, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.

28.4.4 Where no election is made in accordance with paragraph 28.4.1, the employee shall be paid overtime rates in accordance with the award.

28.5 Make-up Time

28.5.1 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.

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

28.6 Rostered Days Off

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

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

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

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

29. 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 (NSW) to prevent and eliminate discrimination in the workplace 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 (NSW) 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 (NSW)
 - (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.

Note:

1. Employers and Employees may also be subject to commonwealth anti-discrimination legislation.
2. Section 56(d) of the *Anti - Discrimination Act* 1977 provides:

"Nothing in the Act effects...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."

30. LONG SERVICE LEAVE

See *Long Service Leave Act 1955*.

31. AREA, INCIDENCE AND DURATION

The award published on 6 February 1998 (303 I.G. 472) rescinded and replaced the Asphalt Makers (State) Award published 1 April 1981 (221 I.G. 229), and all variations thereof, the Bituminous Materials Fixers, &c. (State) Award published 26 May 1995 (285 I.G. 1356), and all variations thereof, and the Bituminous Materials Manufacture, &c. (State) Award published 16 June 1995 (286 I.G. 280), and all variations thereof.

The award published on 6 February 1998 took effect from the beginning of the first pay period commencing on or after 29 April 1997.

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 New South Wales on 18 December 1998 (308 IG 307) shall take effect on and from 20 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	Base Rate per week \$	SWC May 2001 \$	Total Rate \$
(A) Manufacturing plant employees			
Plant Operator (mixing plant)	511.10	15.00	526.10
Front End Loader operator	503.10	15.00	518.10
General Hand	447.10	13.00	460.10
(B) Laying Crew			
Asphalt paver operator	505.50	15.00	520.50
Paver Screed operator	505.50	15.00	520.50
Roller operator	489.10	13.00	502.10
Tack coat operator	487.30	13.00	500.30
Rotary broom operator	447.10	13.00	460.10
General Hand	447.10	13.00	460.10
(C) Other Classifications			
Senior Allocator (operating or allocating for more two or more weighbridges)	522.30	15.00	537.30
Weighbridge operator and or/allocator	496.90	15.00	511.90
Storeperson (asphalt specialist)	496.90	15.00	511.90
Laboratory Assistant	462.80	13.00	475.80
Profiler operator (rate to be determined)			
Ganger	539.80	15.00	554.80
Foreperson	528.70	15.00	543.70
Equipment Operator group 1 includes: Sprayer Operator over 7500 litres (including towing) leader operator (spray)	494.60	15.00	509.60

Equipment Operator group 2 includes: Sprayer Operator up to 7500 litres (including towing)	487.70	13.00	500.70
Equipment Operator group 3 includes: Roller Operator (spray) Broom Operator Aggregate Spreader Operator (including towing) Spray Operator (rear) Aggregate Spreader (rear) Kettle Hand	480.30	13.00	493.30
General Hand	447.10	13.00	460.10
(F) Other Classifications			
Weighbridge Operator and or allocator	496.90	15.00	511.90
Storeperson (spray specialist)	496.90	15.00	511.90
Laboratory assistant	462.80	13.00	475.80

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	Former Allowances	Total Amount \$
1	4(a)	Industry Allowance	\$18.10 p/wk	\$18.65 p/wk
2	4(b)	Inclement weather	\$18.80 p/wk	\$19.35 p/wk
3	4(c)	In Charge of plant	\$8.75 p/wk	\$9.00 p/wk
4	4(d)	First Aid Attendant	\$1.80 p/day	\$1.85p/day
5	6(g)(i)	Meal Allowance	\$7.80 p/meal	\$8.65 p/meal
6	10(c)	Travelling Expenses	\$7.80 p/meal	\$8.65 p/meal
7	11(a)(i)	Country Work	\$275.70 p/wk	\$292.25 p/wk
8	11(a)(iii)	Incidentals Allowance	\$2.95 p/night	\$3.15 p/night
9	4(e)	Leading hand Allowance	\$14.10/week	\$15.80/week

"Note": These allowances are contemporary for expense related allowances as at 30 March 2001 and for work related allowances are inclusive of adjustments in accordance with the May 2001 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

M. J. WALTON, *J, VP*
P. J. SAMS, *D.P.*
B. W. O'NEILL, Commissioner

Printed by the authority of the Industrial Registrar.

(661)

SERIAL C0707

TEACHERS (CATHOLIC INDEPENDENT SCHOOLS) (STATE) AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by .by the New South Wales Independent Education Union, industrial organisation of employees.

(No. IRC 4200 of 2001)

Before the Honourable Justice Schmidt

15 August 2001

AWARD

1. ARRANGEMENT

PART A - CONDITIONS

CLAUSE NO.	SUBJECT MATTER
1.	Arrangement
2.	Definitions
3.	Terms of Engagement
4.	Salaries and Related Matters
5.	Promotions Positions
6.	Teacher-Librarians
7.	Annual Adjustment of Salary
8.	Annual Holiday Loading
9.	Union Members and Representative
10.	Sick Leave
11.	Catholic Personal/Carer's Leave
12.	Parental Leave and Allowance
13.	Long Service Leave
14.	Renewal Leave
15.	Other Leave
16.	Termination
17.	Occupational Superannuation (Contribution by Employer)
18.	Anti-Discrimination
19.	Fair Procedures for Investigation Complaints of Child Abuse
20.	Suspension
21.	Disputes Procedure
22.	No Extra Claims
23.	Area, Incidence and Duration

PART B - MONETARY RATES

Tables 1A, 1B(i), 1B(ii), 1C, 1D

Tables 2A, 2B(i), 2B(ii), 2C, 2D(i), 2D(ii)
Table 3 - Other Rates

Annexure A Teacher Classifications and Teacher-Librarians
Annexure B Portability of Sick Leave

2. DEFINITIONS

For the purpose of this award:

- (a) "Teacher" means a person employed as such to assist the Principal in the work of the school.
- (b) "Full-Time Teacher" means any teacher other than a casual or part-time teacher.
- (c) "Part-Time Teacher" means a teacher who is engaged to work regularly, but for less than a full school week and not more than 0.8 of the normal hours, which a full-time teacher at the school is required to teach.
- (d) "Casual Teacher" means a teacher engaged as such by an employer. A casual teacher will not normally be employed for a period greater than four school weeks for each engagement.
- (e) "Temporary Teacher" means a teacher employed to work full-time or part-time for a specified period, which is not more than a full school year, but not less than four school weeks.

However, a teacher may be employed for a specified period of up to two full school years in the following circumstances:

- (i) where such a teacher is employed on a specific programme not funded by the employer; or
- (ii) is replacing a teacher on leave or secondment.

The parties recognise that a temporary teacher may be appointed to a series of different temporary positions within the school immediately following the cessation of a prior temporary appointment.

The employer, the union and the teacher concerned may agree to extend the temporary period of appointment beyond two years. The union shall not withhold its consent unreasonably.

- (f) "Graduate" means a teacher who holds a degree from a recognised higher education institution.
- (g) "Equivalent Qualifications or Equivalent Course" means qualifications or a course, as the case may be, which is specified by Annexure A of this award as being equivalent to a particular qualification or course prescribed by this award, which the employer and teacher agree as being equivalent to the qualification or course prescribed by the clause in question in this award or which the Industrial Relations Commission of NSW determines as being so equivalent.
- (h) "Recognised School" means a school registered under the provisions of the *Education Act* 1990 or any registered special school within the meaning of that Act or school for children with disabilities.
- (i) "Recognised Higher Education Institution" means an Australian university recognised by the relevant Australian tertiary education authority from time to time or a former College of Advanced Education recognised by the Tertiary Education Commission.
- (j) "Degree" means a course of study at a recognised higher education institution of at least three years full-time duration or its part-time equivalent.

- (k) "Graduate Diploma" means a course of study at a recognised higher education institution of at least one year's full-time duration or its part-time equivalent.
- (l) "Teacher Not Otherwise Classified" means a teacher who is not Two, Three, Four or Five Years Trained nor Conditionally Classified Two or Three Years Trained nor a Graduate Without a Teaching Qualification.
- (m) "Two Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a two years full-time course in teacher education at a recognised higher education institution; or
 - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (n) "Three Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a three years full-time course in teacher education at a recognised higher education institution; or
 - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (o) "Four Years Trained Teacher" means:
 - (i) A teacher who is a graduate in Education (four years full-time course); or
 - (ii) A teacher who is a graduate who in addition has satisfactorily completed at least a one year's full-time course in teacher education which contains units relating to teaching theory and practice at a recognised higher education institution; or
 - (iii) A teacher who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has been awarded a Graduate Diploma at a recognised higher education institution; or
 - (iv) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (p) "Five Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a degree requiring a minimum of four years' full-time study from a recognised higher education institution and who, in addition, has satisfactorily completed a one year's full-time course in teacher education which contains units relating to teaching theory and practice; or
 - (ii) A Four Years Trained Teacher who, in addition, has satisfactorily completed either a Masters or Doctorate degree from a recognised higher education institution; or
 - (iii) A teacher who has obtained other equivalent qualifications.
- (q) "Conditionally Classified Two Years or Three Years Trained Teacher" means a teacher who has attempted all of the requirements for the course of teacher education but has not yet satisfied the requirements to be granted the qualification.
- (r) "Graduate Without A Teaching Qualification" means a teacher who is a graduate other than a graduate to whom subclause (o) of this clause applies.
- (s) "Teacher-Librarian" means a teacher appointed as such.
- (t) "Senior Teacher 1" means a teacher classified as such. In the case of List D employers (except Mt. St. Benedict School, Pennant Hills; St. Augustine's College, Brookvale; St Gregory's College

Campbelltown; and St. Scholastica's College, Glebe) such classification shall have been prior to the introduction of this award.

- (u) "Primary Department" means that section or division of a school which provides a primary education (including infants) and includes a school which provides a primary education only.
- (v) "Secondary Department" means that section or division of a school which is not a primary department and includes a school which provides a secondary education only.
- (w) "Assistant Principal" means a teacher appointed as such, who assists the Principal in his/her responsibility for the conduct and organisation of the school.
- (x) Positions of Special Responsibility:
 - (i) "Co-ordinator 1" means a teacher appointed as such with duties as determined by the employer or as set out in the relevant employer enterprise agreement.
 - (ii) "Co-ordinator 2" means a teacher appointed as such with duties as determined by the employer or as set out in the relevant employer enterprise agreement.
 - (iii) "Co-ordinator 3" means a teacher appointed as such with duties as determined by the employer or as set out in the relevant employer enterprise agreement.
 - (iv) "Senior Teacher 2" means a teacher appointed as such with duties as determined by the employer or as defined in the relevant employer enterprise agreement.
 - (y) "Union" means the New South Wales Independent Education Union.
- (z) "Employer" means an employer covered by this award pursuant to subclause 23.2, Area, Incidence and Duration, of the award.
 - (aa) "Employing Authority" means an employer bound by either this award, the Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2000 published 6 April 2001 (323 I.G. 698), the Teachers (Country and Regional Dioceses) (State) Award 2000 published 6 April 2001 (323 I.G. 734) or the Teachers (Independent Schools) (State) Award published 20 March 1998 [303 IG 1104] or any award or agreement replacing such awards.
 - (bb) "Service Date" means the usual commencement date of employment at a school for teachers who are to commence teaching on the first day of the first term.
 - (cc) "Statement of Service" means a statement from an employer that contains a start date, termination date, whether service was full-time, part-time or casual, whether any paid promotions positions were held and whether any leave without pay was taken.

3. TERMS OF ENGAGEMENT

3.1 Letter of Appointment

The employer shall provide a teacher (other than a casual teacher), on appointment, with a letter stating inter alia the classification and rate of salary as at appointment, the normal teaching load that will be required and an outline of superannuation benefits available to teachers at the school.

3.2 Normal Duties

The normal duties of teachers shall include playground duties, sports duties, and usual co-curricular or extra-curricular activities and, in relation to teachers appointed to residential positions, the usual residential and other duties as required.

3.3 Lunch Break

A teacher shall be entitled to a minimum of 30 consecutive minutes as a luncheon break during which period a teacher shall not be required to hold meetings, supervise, teach or coach sport, team games, cultural or academic activities.

3.4 Teacher Skill Development

- (a) Induction - A teacher in his or her first year of experience shall participate in an induction process of one year's duration, provided that in certain circumstances the teacher and the employer may agree that the teacher should participate in the induction process for a further year.

The induction process shall be determined by the employer or the Principal in consultation with the teacher to assist the teacher's professional development, which shall be reviewed regularly throughout the year.

The employer shall provide a written statement to the teacher not later than four weeks before the end of the school year outlining the teacher's progress and development. Such statement may form part of a teacher's portfolio pursuant to paragraph (b) of this subclause.

- (b) A teacher may request and be given from time to time by the employer or the Principal appropriate documentation as evidence of the teacher's professional development and experience. These documents may, if the teacher wishes, form a portfolio which shall remain the property of the teacher.
- (c) Where the employer considers that a problem exists in relation to the teacher's performance the employer shall not use any agreed teacher development process in substitution for, or as alternative to, in whole or in part, procedures which apply to the handling of such problems.
- (d) A teacher returning to teaching after an absence of five or more years shall be offered support through an induction process as provided for in paragraph (a) of this subclause with appropriate modification and shall be expected to participate as appropriate.

- 3.5 An employer may direct a teacher to carry out such duties as are within the limits of the teacher's skill, competence and/or training.

- 3.6 Upon the termination of service of a teacher (other than a casual teacher), the employer shall provide a statement of service.

- 3.7 Upon request, a casual teacher shall be supplied with a statement setting out the number of days of duty undertaken by the casual teacher during the period of the engagement, provided such request is made during or on termination of the casual engagement.

4. SALARIES AND RELATED MATTERS

4.1 Salaries Payable

- (a) (i) The minimum annual rate of salary payable to full-time teachers in schools shall be in accordance with the relevant table of Part B, Monetary Rates as set out below. Fortnightly salaries shall be ascertained by multiplying the annual salary by 14 and dividing by 365 with the answer rounded to two decimal points.

Employer	Relevant Table of Part B, Monetary Rates
List A St Clare's College, Waverley	Table 1A Annual Salary Table 2A Coordinator and Assistant Principal Allowances
List B Brigidine College, St. Ives	Table 1B(i) Annual Salary

Our Lady of Mercy College, Parramatta Santa Sabina College Ltd	Table 2B(i) Coordinator and Assistant Principal Allowances Table 1B(ii) Annual Salary Table 2B(ii) Coordinator and Assistant Principal Allowances
List C	
(Schools operated by the Trustees of the Christian Brothers) Christian Brothers High School, Lewisham Edmund Rice College, Wollongong St Dominic's College, Penrith St Edmund's School, Wahroonga St Edward's College, East Gosford St Gabriel's School, Castle Hill St Patrick's College, Strathfield St Pius X College, Chatswood Waverley College, Waverley	Table 1C Annual Salary Table 2C Coordinator and Assistant Principal Allowances
Employer	Relevant Table of Part B, Monetary Rates
List D Berne Education Centre, Lewisham Boys' Town, Engadine Holy Saviour School, Greenacre Mater Dei Ltd Mt Erin High School, Wagga Wagga Mt St Benedict High School, Pennant Hills Mt St Joseph Milperra Ltd Oakhill College, Castle Hill Our Lady of Lebanon College, Harris Park Red Bend Catholic College, Forbes St. Augustine's College, Brookvale St Charbel's College, Punchbowl St Gregory's Armenian College, Rouse Hill St Gregory's College, Campbelltown St Joseph's College, Hunters Hill St Lucy's School, Wahroonga St Maroun's School, Dulwich Hill St Mary's College, Gunnedah St Patrick's College, Campbelltown St Paul's International College, Moss Vale St Scholastica's College, Glebe Trinity Catholic College, Lismore	Table 1D Annual Salary Table 2D(i) Coordinator and Assistant Principal Allowances Table 2D(ii) Coordinator Allowances and Assistant Principal Salaries (Oakhill College and Our Lady of Lebanon College)

(ii) List A and List B Employers -One-Off Payments

A one off payment of 1.25% of the award salary rate applicable to the teacher shall be paid as follows:

1 September 2002, calculated on the rate applicable to the teacher as at 1 July 2002.

1 September 2003, calculated on the rate applicable to the teacher as at 1 February 2003.

One-off payments applying to full-time teachers are set out in Table 1A of Part B - Monetary Rates in the case of List A employers and Table 1B of Part B - Monetary Rates in the case of List B employers. These payments are subject to the following conditions:

- (A) A teacher who was not employed for the whole of the period between the first day of first term and 1 September of the year of the one-off payment shall receive the

proportion of the payment equivalent to the proportion of the number of term weeks worked by the teacher between the first day of first term and 1 September in that year bears to the number of term weeks between the first day of first term and 1 September in that year.

$$\frac{\text{Term Weeks Worked by teacher}}{\text{Term Weeks in the School Year}} \times \text{One-off Payment}$$

- (B) In the case of a teacher who has taken leave without pay (other than parental leave) between the first day of first term and 1 September in the year of a one-off payment, the amount of the one-off payment shall be reduced in proportion to the number of term weeks taken as leave without pay (other than parental leave) compared to the number of term weeks between the first day of term and 1 September in that year.
 - (C) A teacher whose hours have varied throughout the year in which a one-off payment is made shall receive a payment based on his or her average load calculated in respect of each term week between the first day of first term and 1 September in that year.
 - (D) A teacher whose employment is terminated for any reason prior to 1 September of the year of the one-off payment shall receive the proportion of the payment in accordance with sub-paragraph (ii)(A) of this paragraph.
- (b) Five Years Trained Teacher
- A Five Years Trained Teacher shall commence on Step 6 and progress according to years of service to Step 13.
- (c) Four Years Trained
- A Four Years Trained Teacher shall commence on Step 5 and progress according to years of service to Step 13.
- (d) Three Years Trained Teacher
- (i) Progression on Incremental Scale
 - (A) All Employers (including List B Employers from the first day of the 2002 school year)

A Three Years Trained Teacher shall commence on step 3 and progress according to years of service to step 13.
 - (B) List B Employers (excluding Brigidine College, St. Ives) - up until the first day of the 2002 school year only

A Three Years Trained Teacher shall commence on step 3 and progress according to years of service to step 9.

A Three Years Trained Teacher who has completed at least 12 months service on step 9 may apply for progression to step 10 and thereafter progress according to years of service to step 13 after completion of two years service on each of step 10, step 11 and step 12. The progression may be awarded by an employing authority in accordance with sub-clause 4.7.
 - (C) Transitional Provisions

- (1) Prior to 1 January 2001, St Gregory's College Campbelltown and List C employers (schools conducted by the Trustees of the Christian Brothers) were covered by provisions requiring a Three Years Trained Teacher to apply to progress past step 9 and requiring two years service on step 10, step 11, and step 12. The union and these employers reached agreement that from January 2001 provisions the same as those in sub-paragraph (A) above would apply.

In the case of Brigidine College, St Ives, Mt. St. Benedict High School, Pennant Hills and St. Clare's College, Waverley it was agreed that progression could occur between step 10 and step 12 on the basis of one year's service on each step from 1 July 2001.

For List B employers, (excluding Brigidine College, St. Ives) it was agreed that progression could occur between Step 10 and Step 12 on the basis of one year's service on each step from the first day of the 2002 school year.

- (2) When the number of years required to progress from step 10, step 11 and step 12 to the next step changes from two years to one year, a teacher who has at that time more than one year's full time service on such step shall immediately progress to the next step. Provided further, for the purpose of salary progression only, the teacher's anniversary date shall thereafter be deemed to be the date of such progression.
- (ii) A Three Years Trained Teacher shall include a teacher deemed as such immediately prior to 17 August 1990;
 - (iii) A Three Years Trained Teacher on Steps 3 to 8, who by further study completes the equivalent of one year of full-time study of a degree course, shall have his or her salary advanced one increment with retention of normal incremental date and shall thereafter progress in accordance with normal years of service to Step 9 of the scale.
- (e) Two Years Trained Teacher
- (i) Progression on Incremental Scale
 - (A) All Employers (including List B Employers from the first day of the 2002 school year)
 - (1) A Two Years Trained Teacher shall commence on Step 2 and progress according to years of service to Step 13, subject to satisfying the requirements of sub-paragraph (2) of this paragraph.
 - (2) A Two Years Trained Teacher who has completed at least one year on Step 9 and who has completed 120 hours of professional development outside of school hours and pupil-free days over a period of five years prior to the teacher's application for progression may apply for progression to Step 10 and thereafter progress to Step 13 after completion of one year's service on each of Step 10, Step 11 and Step 12. The progression may be awarded by an employing authority in accordance with sub-clause 4.7 of this clause.
 - (B) List B Employers (excluding Brigidine College, St. Ives) up until the first day of the 2002 school year.
 - (1) A Two Years Trained Teacher shall commence on Step 2 and progress according to years of service to Step 9.
 - (2) A Two Years Trained Teacher who has completed at least three years on Step 9 and who has completed 120 hours of professional development

outside of school hours and pupil-free days over a period of five years prior to the teacher's application for progression may apply for progression to step 10 and thereafter progress to Step 13 after completion of two years' service on each of Step 10, Step 11 and Step 12. The progression may be awarded by an employing authority in accordance with the provisions of subclause 4.7 of this clause.

- (C) Such professional development, if it is to be considered for the purposes of this sub-paragraph, must be deemed relevant to the Two Years Trained Teacher's employment by the employer.

(D) Transitional Provisions

- (1) Prior to 1 January 2001, St Gregory's College Campbelltown and List C employers (schools conducted by the Trustees of the Christian Brothers) were covered by provisions requiring a Two Years Trained Teacher to apply to progress past step 9 and requiring two years service on step 10, step 11, and step 12. The union and these employers reached agreement that from January 2001 provisions the same as those in sub-paragraph (A) above would apply.

In the case of Brigidine College, St. Ives, Mt St Benedict High School, Pennant Hills and St. Clare's College, Waverley it was agreed that from 1 July 2001 provisions the same as those in subparagraph (A) would apply.

For List B employers (excluding Brigidine College, St. Ives), it was agreed that from the first day of the 2002 school year provisions the same as those in subparagraph (A) above would apply.

- (2) When the number of years required to progress from step 10, step 11 and step 12 to the next step changes from two years to one year, a teacher who has at that time more than one year's full time service on such step shall immediately progress to the next step. Provided further, for the purpose of salary progression only, the teacher's anniversary date shall thereafter be deemed to be the date of such progression.
- (ii) A Two Years Trained Teacher who by further study satisfactorily completes the equivalent of one year of full-time study of a degree course, shall be deemed a Three Years Trained Teacher and shall be paid an additional increment with retention of incremental date and shall thereafter progress in accordance with normal years of service to Step 9.
- (f) Conditionally Classified Two Years Trained Teacher
- A Conditionally Classified Two Years Trained Teacher shall commence on Step 2 and progress according to years of service to Step 6; provided that a teacher shall, after 15 years' service, progress to Step 7 and shall thereafter progress according to years of service to Step 9.
- (g) Conditionally Classified Three Years Trained Teacher
- A Conditionally Classified Three Years Trained Teacher shall commence on Step 3 and progress according to years of service to Step 6; provided that a teacher shall, after 15 years service, progress to Step 7 and shall thereafter progress according to years of service to Step 9.
- (h) Graduate Without A Teaching Qualification
- A Graduate Without a Teaching Qualification shall commence on Step 5 and progress according to years of service to Step 9; provided that a teacher shall, after 15 years service, progress to Step 10 and shall therefore progress according to years of service to Step 13.

(i) Teacher Not Otherwise Classified

A Teacher Not Otherwise Classified shall commence on Step 1 and progress according to years of service to Step 6.

(j) Previous Award Classification

Teachers employed immediately prior to 15 August 2001 shall be deemed to be classified under this award at a level not less than that which applied under the previous award and shall be deemed to have years of service as at 15 August 2001 calculated in accordance with the provisions of the previous award.

4.2 Special Education Teacher Allowance

(a) Teachers appointed to teach classes of children with a disability shall be paid in addition to the salaries provided for in subclause 4.1 of this clause an allowance as set out in Item 1 of Table 3 - Other Rates, of Part B, Monetary Rates.

(b) A principal teacher of a school for children with a disability shall be paid, in addition to the salaries provided in the scales and the allowances provided in paragraph (a) of this subclause, a further allowance at the rate as set out in Item 2 of the said Table 3 for each member of staff being supervised; provided that the maximum payment for such further allowance shall be as set out in Item 3 of Table 3.

4.3 Credit For Previous Teaching Service

(a) For the purpose of calculating credit for previous teaching service, teaching service in recognised schools or in schools certified or registered under the appropriate legislation in other states or territories of the Commonwealth of Australia shall count as follows:

- (i) Any employment as a full-time teacher (including employment as a temporary full-time teacher), shall be counted as service;
- (ii) The amount of service of a part-time teacher (including a temporary part-time teacher) shall be calculated in proportion to the full-time teaching load of a teacher at the school;
- (iii) Service as a casual teacher shall be credited to on the basis that 204 days of casual service are equal to a year of service.

(b) When calculating previous teaching service one year of service may be deducted for every continuous period of five years' absence from teaching except where the teacher was for most of the period of absence wholly engaged in child-rearing or engaged in other service recognised in accordance with subclause 4.4.

4.4 Credit for Other Service

(a) Teaching Service and Relevant Industry Experience

Full-time service in a recognised teaching institution other than a recognised school or in a field directly related to teaching which is relevant to the position the teacher is employed in (eg. employment as a musician for a music teacher, employment in a trade for industrial arts) on the basis of one service increment for each year of full-time employment, up to a maximum of four increments.

This paragraph shall apply from 20 March 1998, with the exceptions of those schools listed below. Any application for recognition of such period of child rearing shall be effective from 20 March 1998 or in the case of a teacher appointed after 20 March 1998, from the date of appointment.

Exceptions:

(i) For Boys' Town, Engadine and Brigidine College, St. Ives this paragraph shall apply from the first day of Term 1, 2001.

(ii) This paragraph does not apply to St Lucy's School, Wahroonga.

(b) Other Industry Experience

Full-time service at age 21 or more in any paid occupation in commerce, industry or government as deemed directly relevant to employment as a teacher by the employer on the basis of one increment for each three years of service to a maximum of four increments.

This paragraph shall apply from 20 March 1998, with the exceptions of those schools listed below. Any application for recognition of such period of child rearing shall be effective from 20 March 1998 or in the case of a teacher appointed after 20 March 1998, from the date of appointment.

Exceptions:

(i) For Boys' Town, Engadine and Brigidine College, St. Ives, this paragraph shall apply from the first day of Term 1, 2001.

(ii) This paragraph does not apply to St. Lucy's School, Wahroonga.

(c) Child-Rearing

A teacher who, after completing one year of continuous service, ceases employment and is primarily engaged in child rearing, shall have such period recognised upon return to teaching on the basis of one increment for each continuous three years of child rearing, to a maximum of four increments.

Provided that accreditation for child rearing shall only be granted on the basis that:

(i) only one parent will receive the benefit for any particular period of child rearing;

(ii) full-time child rearing will be regarded as the time before the child attains six years of age or is enrolled in full-time schooling, whichever is the earlier, and

(iii) paid employment, except as a casual teacher in a New South Wales non-government school or in limited casual employment elsewhere, will be taken to break the continuity of full-time child rearing.

For the purpose of calculating the period of child rearing in this paragraph, parental leave will be included to the extent that the leave occurs after the birth of the child or where prior to the birth of the child the teacher was engaged in child rearing of another of his or her children, the whole period of parental leave will be used when calculating the period of child rearing.

This paragraph shall apply from 20 March 1998, with the exceptions of those schools listed below. Any application for recognition of such period of child rearing shall be effective from 20 March 1998 or in the case of a teacher appointed after 20 March 1998, from the date of appointment.

Exceptions:

- (i) For Boys' Town, Engadine; Brigidine College, St. Ives; Oakhill College, Castle Hill; St Gregory's College, Campbelltown; and St Scholastica's College, Glebe, this paragraph shall apply from the first day of Term 1, 2001.
 - (ii) This paragraph shall not apply to St Augustine's College, Brookvale nor St Lucy's School, Wahroonga.
- (d) A teacher shall not be entitled to more than four increments in total from paragraphs (a), (b) and (c) of this subclause.

4.5 Process for Applying for Credit for Service

- (a) Upon application for employment a teacher shall be advised in writing of all types of previous service (including child-rearing, full-time and part-time teaching, casual teaching, industry experience, other teaching outside schools, etc) recognised under this award and of the documentation required to substantiate such previous service.
- (b) An application by a teacher for recognition of previous teaching service or industry experience shall be supported by a statement of service (or similar statement in the case of employment by an employer other than an educational institution) which establishes the period of service to be recognised. An application by a teacher for recognition of a period of child-rearing shall be supported by a statutory declaration establishing the period of child-rearing to be recognised and a copy of the child's birth certificate.
- (c) An application for recognition of previous service (including child-rearing) shall be granted, if successful, from the date the application was received by the employer. However in the case where the application was received within one school term of the date of the teacher commenced employment with the employer, the application shall be granted from the date of commencement.

4.6 Progression (Completion of Qualifications)

- (a) The transfer to a higher salary step of a teacher who has completed a course of training which makes the teacher eligible to be so transferred and the further incremental progression of such teacher on the salary scale, shall be effected in accordance with this subclause.
- (b)
 - (i) A teacher seeking such transfer shall make application in writing to the employer and shall attach to such application documentary evidence establishing that the teacher has had or will have conferred on him or her the diploma, degree or equivalent recognition of the completion of the course of training which makes the teacher eligible to transfer;
 - (ii) Where an application is made under subparagraph (i) of this paragraph, which establishes that a teacher is eligible to transfer to a higher salary step, such transfer shall take effect:
 - (A) from the beginning of the first pay period to commence on or after the date the teacher undertook the last paper in the final examination in the course of training which creates the eligibility for transfer, or from the beginning of the first pay period to commence on or after the date of completion of formal course requirements, whichever is the later;

Provided that the application for transfer is received by the employer no later than the first school day of the school term following the completion of such course of training; or

 - (B) where the application for transfer is not received by the employer within the time specified in (A), from the beginning of the first pay period to commence on or after the date on which the employer receives such application;
- (iii) A teacher who is transferred to a higher salary step in accordance with this subclause, shall, for the purpose of further incremental progression after such transfer, retain his or her normal salary incremental date. Provided that if the transfer of the teacher to the

- higher salary step coincides with the teacher's normal salary incremental date, the increment shall be applied prior to the teacher being transferred to the higher step.
- (c) A teacher who is Two Years Trained, Three Years Trained or Four Years Trained, who completes a course of training which entitles the teacher to be classified as Three Years Trained, Four Years Trained or Five Years Trained, as the case may be, shall progress to the step on the salary scale which shall be determined by the teacher's years of service on the lower classification and the teacher's new qualifications and the teacher shall retain his or her normal incremental salary date.
 - (d) A teacher who is Conditionally Classified Two Years Trained, Conditionally Classified Three Years Trained, a Graduate Without a Teaching Qualification or Not Otherwise Classified who completes a course of training which entitles the teacher to be classified to a higher classification shall progress to the step on the salary scale which is determined by the teacher's new qualifications and such step as is closest to the teacher's salary prior to progressing and which shall result in an increase in the teacher's salary.

4.7 Senior Teacher - Level 1 and Progression for Three and Two Years Trained Teachers

- (a) (i) Senior Teacher 1

For List A employers, List B employers, List C employers and Mt St Benedict High School, Pennant Hills; St Augustine's College, Brookvale, St Gregory's College, Campbelltown; and St Scholastica's College, Glebe:

A Five or Four Years Trained Teacher who has completed twelve months on Step 13 may apply to be classified as a Senior Teacher 1, with salary as set out in the relevant table of Part B, Monetary Rates (as determined by subclause 4.1(a) of this award) pursuant to paragraph (b) of this subclause.

- (ii) Three Years Trained Teacher

For List B Employers (except Brigidine College, St. Ives) - until the first day of the 2002 school year:

A Three Years Trained Teacher who has completed twelve months on Step 9 may apply for further progression pursuant to subparagraph (i)(B) of paragraph (d) of subclause 4.1 and paragraph (b) of this subclause.

- (iii) Two Years Trained Teacher

For List B employers (except Brigidine College, St. Ives) - until the first day of the 2002 school year:

A Two Years Trained Teacher who has completed three years on Step 9 may apply for further progression pursuant to subparagraph (i)(B) of paragraph (e) of subclause 4.1 and paragraph (b) of this subclause

- (b) A teacher referred to in paragraph (a) of this subclause, who, on application, is assessed by the employer as a highly skilled and competent teacher in accordance with the following criteria shall be classified or progress as provided in paragraph (a) of this subclause:

- (i) Tertiary Study

Courses of study undertaken at an approved tertiary institution; or

- (ii) In-Service

In-service accredited by the Principal of the school, which is conducted by the NSW Department of Education and Training, the employer, an employer organisation, a professional association or other relevant body; and

(iii) Professional Involvement

Participation in a wide range of professional activities at classroom, school or community levels as follows:

- (A) Work relating to classroom activities - involvement in curriculum/resource development and planning; involvement in reflective and adaptive classroom practice; including:
 - * Knowledge and preparation of syllabus content;
 - * Relevance of methodology used;
 - * Class rapport, tone, discipline and motivation.
- (B) Involvement beyond the classroom - sharing; learning knowledge and skills with and from peers; involvement in cooperative planning.
- (C) As a member of the Whole School - effective involvement as a team member; effective contribution to the life of the school.

A teacher should be assessed as highly skilled and competent on the basis of the teacher's professional involvement and shall have participated in a satisfactory level of in-service or tertiary study.

- (c) A Three Years Trained Teacher or Two Years Trained Teacher who has been assessed as a highly skilled and competent teacher pursuant to paragraph (b) of this subclause and who subsequently completes a course of training which makes the teacher eligible to be reclassified as Five Years Trained or Four Years Trained pursuant to subclause 4.6, Progression (Completion of Qualifications), shall also be classified as Senior Teacher 1 on such reclassification, provided that after 1991 the teacher shall have completed nine years of service.
- (d) By agreement with the employer, assessment of a teacher in accordance with paragraph (b) of this subclause shall be by an Assessment Panel.

A teacher who is eligible pursuant to paragraph (a) of this subclause may apply to an Assessment Panel for reclassification or progression.

The Assessment Panel shall comprise the Principal of the teacher's school (or nominee of the Principal), a nominee of the employer, and a teacher who is a member of the staff at the school elected by the staff (pursuant to a procedure agreed between the IEU and the employer or the employer representative).

The Assessment Panel shall make a recommendation to the employer in accordance with the criteria contained in paragraph (b) of this subclause. In making its recommendations, the Panel may consider the following:

- (i) Documentation supplied by the applicant;
- (ii) A report (or more than one, if appropriate) on the teacher's performance related to the criteria prepared by the applicant's supervisor (or supervisors, if appropriate) and provided to the applicant not less than one week prior to the consideration by the Panel of the application;
- (iii) An interview with the applicant, if the applicant or Panel so requests;
- (iv) Knowledge by the Panel of the teacher's work in the school.

Where an Assessment Panel does not recommend an application by a teacher for reclassification or progression, it shall state its reasons to the employer who should indicate to the teacher areas where the Panel considers improvement is required to meet the criteria.

- (e) A recommendation for classification or progression pursuant to this subclause, if approved by the employer, shall take effect from the beginning of the first full pay period after the teacher is eligible for such classification or progression or from the date of application by the teacher, where such date is after the date on which the teacher becomes eligible. In the case of the teacher who becomes eligible during a period of paid leave, such classification or progression shall take effect from the date of eligibility.

4.8 Future of Senior Teacher 1

- (a) List B Employers (except Brigidine College, St. Ives)

The union and List B employers have agreed that the classification of Senior Teacher 1 shall be retained until 31 August 2004. At that time, the classification shall be the subject of further review, including consideration of its continuation or phase out, and the implications of the Ramsay Report on the status of this classification.

The parties have also agreed that the Senior Teacher 1 application process shall remain unchanged for each employer notwithstanding the provision for an amended procedure that may be endorsed by way of mutual agreement between an employer and its teachers to which the amended procedure relates.

- (b) List C Employers

The union and List C employers have agreed that the classification of Senior Teacher 1 shall be retained until 31 December 2003. List C employers reserve the right to review the classification at that time, including consideration of its phase-out.

The union and List C employers have also agreed to review the eligibility criteria for Senior Teacher 1 in the award to remove any ambiguities and inconsistencies, and to interpret and define the criteria in terms of their application to these schools. The resulting arrangement from the review shall operate from the beginning of Term 1, 2001.

- (c) Phase-Out

This paragraph applies to List D employers only (except Mt. St Benedict High School, Pennant Hills; St Augustine's College Brookvale; St Gregory's College, Campbelltown, St Scholastica's College, Glebe).

[Note: List D employers are set out in paragraph (a) of subclause 4.1].

- (d) The union and List D employers in this award with the exception of those listed above, have agreed that the classification of Senior Teacher Level 1 will be phased-out during the life of the award so that the rate for a teacher classified as Senior Teacher Level 1 will be the same as the rate applicable to a teacher on Step 13. Refer to Table 1 - Wage Rates, of Part B Monetary Rates, for the implementation of the phase-out.

4.9 Payment of Salary

- (a) The salary payable to any teacher other than a casual teacher pursuant to this clause, shall be payable fortnightly.
- (b) The salary payable to any teacher, pursuant to this clause, shall be payable at the election of the employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.

4.10 Payment of Part-Time Temporary and Casual Teachers

- (a) (i) Subject to subparagraph (ii) of this paragraph, a part-time teacher, including a temporary part-time teacher, shall be paid at the same rate as a full-time teacher with the corresponding classification but in that proportion which the number of hours which are normal teaching hours bear to the hours which a full-time teacher at the school is normally required to teach.
- (ii) A part-time teacher-librarian, including a temporary part-time teacher-librarian, shall be paid at the same rates as a full-time teacher-librarian with the corresponding classification, but in that proportion which the number of hours which are the normal working hours bears to the hours a full-time teacher-librarian at the school is normally required to work. If there is no full-time teacher-librarian employed at the school, the proportion shall be based upon the number of hours, which a full-time teacher-librarian at the school would be required to work if employed.
- (iii) No part-time teacher shall be required to attend school on any day on which he or she is not required to teach, except to attend occasional school activities as reasonably required. A part-time teacher shall be allocated other duties on a pro-rata basis.
- (b) A temporary full-time teacher shall be paid at the same rate as that prescribed for a full-time teacher with corresponding classification.
- (c) The salary payable to a casual teacher shall be the appropriate rate in subclause 4.1 in accordance with years of full-time service, divided by 204 in the case of a daily payment, 408 in the case of a half-day payment, or as calculated in accordance with the formula set out in paragraph (d) of this subclause; provided that the maximum rates payable shall be as follows:

Classification	Step
Four Years Trained	8
Three Years Trained	6
Two Years Trained	5
Not Otherwise Classified	1
Graduate without a Teaching Qualification	7
Conditionally Classified Three Years Trained	6
Conditionally Classified Two Years Trained	4

The said rate includes the pro-rata payment in respect of annual holidays to which the teacher is entitled in accordance with the *Annual Holidays Act 1944*, provided however that an additional 5% loading shall be payable as follows:

For all employers (except Our Lady of Mercy College, Parramatta and Santa Sabina College Ltd)- from the first day of Term 2, 2001

Our Lady of Mercy College, Parramatta and Santa Sabina College Limited - from the first day of Term 3, 2001

- (d) A casual teacher shall be paid for a minimum of half a day for each single engagement, provided that where an engagement requires attendance on more than three days, which days are specified to the teacher prior to the first attendance, payment shall be calculated in accordance with the following formula:

$$5 \times \frac{\text{Annual Salary}}{204} \times \frac{\text{Periods Taught}}{\text{Average number of periods}}$$

which full-time teachers of the school are normally required to teach per 5 day period.

4.11 Travelling Expenses

- (a) Where the use of a vehicle is required in connection with employment, other than for journeys between home and place of employment, the teacher shall be paid an allowance as set out in Item 4 of Table 3 - Other Rates, of Part B Monetary Rates.
- (b) Travelling and other out of pocket expenses reasonably incurred by a teacher in the course of duties required by the employer, shall be reimbursed by the employer.

4.12 Payment for Supervision of Student Teachers

Where supervision of the teaching of a student teacher is required as a part of duty, the teacher shall receive all payments made by the Student Teachers' Training Institution for such supervision.

4.13 Overpayment

Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the teacher, the relevant parties shall seek agreement on the matter of the overpayment, including, where necessary and appropriate, discussion between the union and relevant employer representatives.

4.14 Annual Remuneration

- (a) Notwithstanding subclause 4.9, an employer may offer and a teacher may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits tax and employer administrative charge will equal the appropriate salary prescribed by subclause 4.1, subclause 4.2 and subclause 5.1.
- (b) The employer will determine the range of benefits available to the teacher and the teacher may determine the mix and level of benefits as provided in paragraph (a) of this subclause.
- (c) Any payment calculated by reference to the teacher's salary and payable either:
 - (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on deathshall be at the rate prescribed by subclause 4.1, subclause 4.2 and subclause 5.1.

5. PROMOTIONS POSITIONS

5.1 Allowances

- (a) The allowances for Positions of Special Responsibility shall be in addition to the salary applicable to the appointee provided the Assistant Principal at Oakhill College, Castle Hill and Our Lady of Lebanon College, Harris Park shall receive the salary only specified in the relevant table.
- (b) The allowance for Coordinator and Assistant Principal positions shall be as set out in
 - * Table 2A for List A employers;
 - * Tables 2B(i) and 2B(ii) for List B employers;
 - * Table 2C for List C employers; and

- * Table 2D(i) for List D employers, provided that in the case of Oakhill College, Castle Hill and Our Lady of Lebanon College, Harris Park the allowance and salary shall be as set out in Table 2D(ii);

With respect to List D employers except Mt St Benedict High School, Pennant Hills, St Augustine's College, Brookvale, St Gregory's College, Campbelltown and St Scholastica's College, Glebe, an Assistant Principal who is classified as Senior Teacher 1 shall also receive the allowance set out in Table 2D(i) and for Oakhill College, Castle Hill and Our Lady of Lebanon College, Harris Park, the allowance set out in Table 2(D)(ii). Such allowances shall be in addition to the salary applicable to the appointee.

(NOTATION: refer to clause 4.1(a) of this award for the list of employers in each category.)

5.2 Acting Appointments

If an employer appoints a teacher to act in a promotion position for at least ten consecutive school days, the employer must pay the teacher the rate of allowance prescribed for that position.

5.3 Appointment on Merit

All appointments will be made on the basis of merit and suitability and will normally and appropriately be advertised. Upon appointment, an employee will be informed of professional expectations and duties.

- 5.4 The minimum number of promotion positions required to be appointed shall be as set out in subclause 5.5 or as provided in the relevant employer enterprise agreement, provided that where there is a programme of work in an area of instruction (including curriculum sporting instruction) in a Secondary Department the hours of which aggregate more than 54 hours per week averaged over the school year, a Coordinator 2 shall be appointed to co-ordinate such area of instruction unless otherwise provided in the relevant employer enterprise agreement.

In determining an area of instruction, an employer may aggregate two or more subjects to comprise an area of instruction, provided that the total hours aggregated do not exceed 108 hours per week averaged over the school year. Where hours per week exceed 108 hours per week, the area of instruction shall attract the equivalent of a Coordinator 3. There is no requirement to appoint a Coordinator 3 as such; the position may be filled by appointing a Coordinator 2 assisted by a Coordinator 1.

5.5 Promotions Positions - Primary and Secondary Departments

- (a) The minimum number of promotion positions in a Secondary Department shall be determined in accordance with the following table, unless otherwise provided in the relevant employer enterprise agreement:-

Secondary Enrolments at Previous Year's Census Date	Managerial Positions	Positions of Special Responsibility
1 - 200	-	1
201 - 300	1	2
301 - 400	1	3
401 - 500	1	4
501 - 600	1	6
601 - 700	1	7
701 - 800	1	11
801 - 900	1	11
901 +	1	12

- (b) The minimum number of promotion positions in a Primary Department shall be determined in accordance the following table unless otherwise provided in the relevant employer enterprise agreement:

Primary Enrolments at Previous Year's Census Date	Managerial Positions	Positions of Special Responsibility
1 - 100	-	-
101 - 200	1	-
201 - 250	1	1
251 - 300	1	1
301 - 400	1	1
401 - 500	1	2
501 - 600	1	2
601 - 700	1	3
701 - 800	1	3
801 +	1	3

Provided that a person need only be appointed to a Managerial Position in a Primary Department where the school consists only of a Primary Department or where the Primary Department of the school is at a different location from the Secondary Department.

5.6 Period of Appointment

The period of appointment shall be as agreed between the employer and teacher on appointment or as specified in the relevant employer enterprise agreement.

6. TEACHER LIBRARIANS

For classifications and duties of teacher-librarians refer to Annexure A - Teacher Classifications and Teacher - Librarians.

7. ANNUAL ADJUSTMENT OF SALARY

7.1 This clause will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act 1944*; and
- (b) notwithstanding any other provisions in this award.

7.2 The provisions of this clause shall apply as set out in the relevant subclauses where:

- (a) a teacher (other than a casual teacher) commences employment after the school service date;
- (b) a teacher (other than a casual teacher) takes approved leave without pay or parental leave for a period which (in total) exceeds 20 pupil days in any year; or
- (c) the normal teaching hours of the teacher have varied since the school service date.

7.3 Calculation of Payments

- (a) A payment made pursuant to paragraph (a) or (b) of subclause 7.2 shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

where:

A is the number of term weeks worked by the teacher since the school service date

B is the number of non-term weeks in the school year

C is the number of term weeks in the school year

D is the result in weeks

E is the number of non-term weeks worked by the teacher since the school service date

F is the result in weeks

G is the teacher's current fortnightly salary

H is the amount due

- (b) A payment made pursuant to paragraph (c) of subclause 7.2 to a teacher whose normal teaching hours have varied shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad A - B = C$$

$$\text{Step 2} \quad \frac{C \times D}{E} = F$$

$$\text{Step 3} \quad F - B = G$$

where:

A is the total salary paid to the teacher since the school service date

B is the salary paid to the teacher in respect of non-term weeks since the school service date

C is the salary paid to the teacher in respect of term weeks since the school service date

D is the total number of non-term weeks in the school year

E is the total number of term weeks in the school year

F is the result in dollars

G is the amount due

7.4 Teachers who Commence Employment after the School Service Date

- (a) A teacher who commences employment after the school service date shall be paid from the date the teacher commences provided that, at the end of Term IV, the teacher shall be paid an amount calculated pursuant to subclause 7.3 of this clause and shall receive no other salary until his or her return to work in the following school year.
- (b) In each succeeding year of employment, the anniversary of appointment of the teacher for the purposes of this clause shall be deemed to be the school service date.

7.5 Teachers who Take Approved Leave Without Pay or Parental Leave

Where a teacher takes leave without pay or parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the teacher shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.
- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
 - (i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and
 - (ii) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where a teacher who has received a payment pursuant to paragraph (b) of this subclause returns from leave in the same year rather than the next school year as anticipated, then the teacher shall be paid at the conclusion of Term IV as follows:
 - (i) by applying the formula in subclause 7.3 as if no payment had been made to the teacher at the commencement of leave;
 - (ii) by deducting from that amount the amount earlier paid to the teacher.

7.6 Teachers Whose Hours Have Varied

Where the hours which a teacher normally teaches at a school have varied since the school service date in any school year and the teacher's employment is to continue into the next school year, the teacher shall be paid throughout the summer pupil vacation as follows:

- (a) the amount due pursuant to the formula in paragraph (b) of subclause 7.3 shall be calculated; and
- (b) the teacher shall continue to receive in each fortnight of the pupil vacation period the same amount as his or her ordinary pay in the last fortnight of the school term until the total amount received by the teacher during the pupil vacation period is the same as the amount calculated above.

(Note: this will have the consequence that the last fortnight of the pupil vacation period in which the teacher is paid the amount received will differ from the pay in the preceding fortnights).

- 7.7 Notwithstanding the provisions of paragraph (a) of subclause 7.1 a teacher shall not pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the teacher would otherwise be entitled under the provisions of the *Annual Holidays Act 1944*, in respect of a year of employment.

8. Annual Holiday Loading

- 8.1 Subject to subclause 8.6 hereof, where a teacher, other than a casual teacher, is given and takes annual holidays commencing at the beginning of the school summer vacation each year, the teacher shall be paid an Annual Holiday Loading calculated in accordance with this clause.
- 8.2 The loading shall be payable in addition to the pay payable to the teacher for the period of the school vacation.
- 8.3 The loading shall be calculated:

- (a) in relation to such period of a teacher's annual holiday as is equal to the period of annual holiday to which the teacher is entitled for the time being under the *Annual Holidays Act* 1944 at the end of each year of employment, or where relevant;
 - (b) the period of annual leave calculated under subclause 8.6.
- 8.4 The loading shall be the amount payable for the period specified in subclause 8.3 or 8.6 at the rate of 17½ per cent of the weekly equivalent of the teacher's annual salary.
- 8.5 For the purposes of this clause, "salary" shall mean the salary payable to the teacher at 1 December of the year in which the loading is payable, together with, where applicable, the allowances prescribed by subclause 4.2 of clause 4, Salaries, and clause 5, Promotions Positions, but not including any other allowances or amount otherwise payable in addition to salary.
- Provided that where subclause 8.6 of this clause applies, "salary" shall mean the salary (together with allowances payable as aforesaid) payable immediately prior to the payment made to the teacher pursuant to subclause 7.3 of clause 7, Annual Adjustment of Salary, or subclause 16.4 of clause 16 Termination.
- 8.6 Where a teacher receives a payment pursuant to paragraph (a) of subclause 7.3 or subclause 16.4 (other than a teacher terminated by the employer for misconduct) the teacher shall be entitled to that fraction of the annual holiday loading to which he or she would be entitled if he or she had worked for the whole school year which is equal to the number of term weeks worked by the teacher divided by the number of term weeks in the whole school year.

9. UNION MEMBERS AND REPRESENTATIVES

- 9.1 Meetings of union members who are employed at the school may be held on the school premises at times and places reasonably convenient to both union members and the Principal.
- 9.2 The employer shall permit the union representative in the school to post union notices relating to the holding of meetings on a common room noticeboard.
- 9.3 The union representative shall be permitted in working hours (other than timetabled teaching time) to interview the employer or the Principal on union business. Such interview shall take place at a time and place convenient to both parties.

10. SICK LEAVE

10.1 Entitlement

Any full-time, temporary or part-time teacher shall be entitled to paid sick leave in respect of any absence on account of illness or injury, subject to the following conditions and limitations:

- (a) Years of Service Commencing on 20 March 1998

In respect of each year of service with an employer, commencing on or 20 March 1998, the period of sick leave shall, subject to subclause 10.2 of this clause, not exceed in any year of service 25 working days on full pay.

- (b) Previous Service

In respect of each year of service with an employer which commenced before 20 March 1998, sick leave shall be as follows:

- (i) During the first year of service with an employer the period of sick leave shall not exceed five days in any term, but any sick leave not taken in any term may be taken during the remainder of the year, provided that the maximum sick leave which may be taken during the first year of service shall not exceed fifteen days,

- (ii) After the first year of service with an employer, sick leave shall, subject to subclause 10.2, not exceed in any year of service 22 working days on full pay, followed by 22 working days on half pay, provided that as at 20 March 1998 the entitlement of a teacher to days of sick leave on half pay for the current year of service shall be converted to equivalent days of sick leave on full pay by dividing the number of days on half pay by two.
- (c) A teacher shall not be entitled to paid sick leave for any period in respect of which such teacher is entitled to workers' compensation.
- (d) A teacher shall not be entitled to paid sick leave unless he or she notifies the Principal of the school (or such other person deputed by the Principal) prior to the commencement of the first organised activity at the school on any day, of the nature of the illness and of the estimated duration of the absence; provided that paid sick leave shall be available if the teacher took all reasonable steps to notify the Principal or was unable to take such steps.
- (e) The sick leave entitlement of a part-time teacher shall be in that proportion which the number of teaching hours of that teacher in a full school week bears to the number of teaching hours which a full-time teacher at the school is normally required to teach.
- (f) A temporary teacher shall be entitled to sick leave in that proportion which the period of appointment of the teacher bears to the length of the school year.
- (g) The teacher, if required by the employer, complies with subclause 10.4 of this clause.

10.2 Accumulation

Sick leave shall accumulate from year to year as follows:

- (a) Years of Service Commencing on or after 20 March 1998

For years of service with an employer commencing on or after 20 March 1998, untaken sick leave in any year of service with an employer shall be accumulated, provided that a teacher shall only be entitled to the sick leave accumulated in respect of the six years of continuous service immediately preceding the current year of service and the maximum accumulation shall not exceed 150 days on full pay.

- (b) Previous Service

For years of service with an employer commencing before 20 March 1998, sick leave shall accumulate as follows:

- (i) Untaken sick leave in the first year of service shall not be accumulated.
- (ii) Untaken sick leave in the second year of service and thereafter with an employer of up to 20 days on full pay and 20 days on half pay per year shall be accumulated to a maximum of four years of service, provided that a teacher shall only be entitled to the sick leave accumulated in respect of the four years of service immediately preceding the current year of service.
- (iii) The maximum accumulation shall not exceed 80 days on full pay and 80 days on half pay, provided that as at 20 March 1998 the accumulated days of sick leave of a teacher on half pay shall be converted to equivalent days of sick leave on full pay by dividing the number of days on half pay by two.
- (c) Sick leave, which accrues to a teacher at the commencement of a year of service pursuant to subclause 10.1 of this clause, shall be taken prior to the taking of any sick leave, which the teacher has accumulated in accordance with this subclause.

10.3 Transition

The transition from the old scheme to the new scheme of sick leave referred to in paragraph (a) of subclauses 10.1 and 10.2 shall occur from the beginning of the year of service of the teacher with an employer commencing on or after 20 March 1998 provided that all sick leave on half pay shall be converted to equivalent sick leave on full pay only as at 20 March 1998.

10.4 Evidence of Sickness

- (a) In each year, with the exception of the first two days' absence due to illness, a teacher shall, upon request, provide a medical certificate addressed to the employer or, if the employer requires, to a medical practitioner nominated by the employer.
- (b) Where a teacher has taken frequent single days of sick leave, or taken extended sick leave such that the employer requires additional information in relation to the teacher's sickness, then the employer may take action in accordance with this subclause.
 - (i) The employer may arrange a meeting in order to clarify the position with the teacher. The employer shall invite the teacher to respond verbally to the issues raised by the employer. If the teacher is a union member, then the teacher may seek union advice and assistance.
 - (ii) After consideration of the teacher's response, the employer may:
 - (a) require further evidence of illness; and/or
 - (b) request the teacher to obtain a second opinion from another doctor at the employer's cost; and/or
 - (c) request a more detailed estimation of the likely length of the absence; and/or
 - (d) require the teacher to obtain a medical report (at the employer's cost) in relation to the likely period of absence; and/or
 - (e) discuss with the teacher any other action.
 - (iii) The teacher may, if a member of the union, request that this matter be discussed at any stage between the union and the employer.
 - (iv) Action shall only be taken pursuant to (b) of this subclause following consultation between the Principal of the school and the employer.

10.5 Portability

- (a) Subject to paragraph (f), Delayed Implementation, and paragraph (g), Exclusions, of this subclause, a teacher who was previously employed with another Catholic Independent School or Catholic Diocesan Employer as a full-time, part-time or temporary teacher, and is employed by a Catholic Independent School on or after 27 January 1998, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclause 10.2 since 3 February 1997 shall be credited to the teacher as their accumulated sick leave on the commencement of their employment with the Catholic Independent School.
- (c) For a teacher to be eligible for portability of sick leave under this clause, the teacher must satisfy the following criteria:

- (i) The teacher has commenced employment with the Catholic Independent School within six months or two terms, whichever is the greater, of the teacher's employment terminating with the other Catholic Independent School or Catholic Diocesan Employer.
 - (ii) The former Catholic Independent School or former Catholic Diocesan Employer will provide to each employee, on the employee's termination of employment, a completed version of the form set out in Annexure B of this award, and the teacher will provide the original completed form to the new Catholic Independent School within four school weeks of the commencement of employment.
- (d) For the purpose of this subclause "Catholic Independent School" shall mean an employer bound by this award, and "Catholic Diocesan Employer" shall mean the Archdiocese of Sydney or Canberra/Goulburn or the Diocese of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga (and the Trustees of the Diocese of Wagga Wagga), Wilcannia-Forbes and Wollongong.
- (e) Notwithstanding paragraphs (a) and (b) of this subclause, the maximum sick leave portable pursuant to this subclause shall be 150 days and the sick leave in any one year pursuant to paragraph (a) of subclause 10.1 shall not exceed 25 days (with one or more employers).
- (f) Delayed Implementation
- (i) For Mt St Benedict High School, Pennant Hills; St Lucy's School, Wahroonga; and Trinity Catholic College, Lismore, the date specified in paragraph (a) of this subclause shall read to be 27 January 1999.
 - (ii) For Mater Dei Ltd; Mt Erin High School, Wagga Wagga; and St Gregory's College, Campbelltown, the date specified in paragraph (a) of this subclause shall be read to be 28 January 2000.
 - (iii) For St Joseph's College, Hunters Hill, the date specified in paragraph (a) of this subclause shall be read to be the first day of the school year 2002.
- (g) Exclusions
- The following Catholic Independent Schools are excluded from the provisions of this subclause: Boys' Town, Engadine; Our Lady of Lebanon College, Harris Park; St Augustine's College, Brookvale; St Charbel's College, Punchbowl; St Gregory's Armenian College, Rouse Hill; St Mary's College, Gunnedah; and St Maroun's School, Dulwich Hill.

11. CATHOLIC PERSONAL/CARER'S LEAVE

11.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) A teacher, other than a casual teacher, with responsibilities in relation to a family member set out in subparagraph (ii) of paragraph (c) who needs the teacher's care and support, shall be entitled to use, in any year, in accordance with this subclause, ten days of current and 30 days accrued sick leave entitlement, provided for at clause 10 of the award, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) If required, the teacher shall establish the illness of the person concerned either by production of a medical certificate, statutory declaration, written statement or other evidence and that the illness is such as to require care and support by the teacher. A teacher is not entitled to family 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 teacher being responsible for the care of the person concerned; and
- (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the teacher or spouse.

11.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph 11.2(c), for the purposes of this subclause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1997*.
- (b) A teacher, other than a casual teacher, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the teacher's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 11.1(c)(ii).
- (c) Where a teacher, other than a casual teacher, is not entitled to utilise sick leave credits pursuant to paragraph 11.1(a) he or she may access ten days current and 30 days accrued sick leave for any pressing domestic necessity where the teacher is responsible for the care or support of a person not referred to in subparagraph 11.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 11.2(b) is non-cumulative.
- (e) If required, a teacher shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

11.3 Notification of Intention to Take Leave

In relation to sub-clauses 11.1 and 11.2, wherever practicable, a teacher shall give the employer notice prior to the absence of the intention to take leave. The teacher shall also provide the name of the person requiring care, that person's relationship to the teacher, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

11.4 Unpaid Leave for Family Purpose

With the consent of the employer, a teacher may elect to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 11.1(c)(ii) or paragraph 11.2(c) who is ill.

12. PARENTAL LEAVE AND ALLOWANCE

- 12.1 A teacher who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996* and is granted maternity leave for a period of nine weeks or longer by the employer in accordance with these provisions, shall be entitled to a maternity allowance calculated in accordance with subclause 12.2.
- 12.2 The maternity allowance in subclause 12.1 shall be equivalent to nine weeks' salary at the rate of salary the teacher would have received on the day the teacher commenced maternity leave, if the teacher had not commenced maternity leave.
- 12.3 The teacher may elect to receive the maternity allowance in subclause 12.2 either in accordance with the usual employer payment schedule or as a lump sum payment in advance. In addition, if the teacher requests and the employer agrees, the final three weeks of the allowance may be paid at half pay for a period of six weeks.
- 12.4 Where a teacher applies for a lump sum payment in advance under subclause 12.3, the teacher shall give the employer at least one month's notice of intention.

- 12.5 If a teacher has received payment of the maternity allowance and subsequently the teacher's pregnancy results in a miscarriage or a still birth, the teacher shall be entitled to retain the maternity allowance paid in accordance with this clause equivalent to salary for the period of maternity leave taken by the teacher.
- 12.6 The period of maternity leave will not be service for the purpose of any statutory entitlement or other entitlement under the award.
- 12.7 The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or similar payment, however named, or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.
- 12.8 A teacher who received a maternity allowance in accordance with this clause will not be employed as a casual employee by the employer in the nine weeks following the teacher's confinement.
- 12.9 Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act* 1996 shall apply.

12.10 Adoption Leave and Allowance

- (a) A teacher who applies for adoption leave under Part 4 of Chapter 2 of the *Industrial Relations Act* 1966 and is granted such leave by the employer in accordance with these provisions, shall be entitled to an adoption allowance under the same (or comparable) conditions as those set out in this clause in relation to the maternity allowance. Provided further that an adoption allowance shall only be payable in respect of one adopting parent of a child.
- (b) A teacher shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of the allowance pursuant to paragraph (a) of this sub-clause.

12.11 Paternity Leave

A teacher shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement. See the *Industrial Relations Act*, 1996 with respect to unpaid leave.

Notation

- (i) The employers are of the view that maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term.
- (ii) In order to facilitate the desirable practice referred to in paragraph (i) of this subclause, the employers are prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the said Act should the employee agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.

13. LONG SERVICE LEAVE

13.1 Applicability of *Long Service Leave Act* 1955

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

13.2 Quantum of Leave

Subject to subclause 13.3 of this clause, the amount of long service leave to which a teacher shall be entitled shall be:

- (a) In the case of a teacher who has completed at least ten years service with the same employer:
 - (i) in respect of ten years service so completed, 13 weeks; and
 - (ii) in respect of each additional seven years of service with the employer since the teacher last became entitled to long service leave, 13.3 weeks; and with effect from 1 February 2001, 14 weeks;
 - (iii) on the termination of the teacher's employment, in respect of the service with the employer since the teacher last became entitled to an amount of long service leave, a proportionate amount on the basis of 1.9 weeks for one year's service and with effect from 1 February 2001, 2.0 weeks for one year's service.
- (b) In the case of a teacher who has completed with an employer five years service but less than ten years, and whose service is terminated, or ceases for any reason, be a proportionate amount on the basis of 13 weeks for ten years service.

13.3 Calculation of Entitlement

In the case of a teacher whose service with an employer began before 15 August 2001, and whose service would entitle the teacher to long service leave under this clause, the amount of long service leave to which such teacher shall be entitled shall be the sum of the following amounts:

- (a) the amount calculated on the basis of the provisions of the *Long Service Leave Act* 1955 in respect of the period of service before 1 August 1985; and
- (b) an amount calculated on the basis of the provisions of clause 12, Long Service Leave, of the Teachers (Non-Government Schools) (State) Award* published 12 January 1983 and reprinted 11 July 1984 and further made 20 June 1991 in respect of the period from 1 August 1985 to 30 January 1995; and
- (c) an amount calculated on the basis of the provisions of clause 12, Long Service Leave, of the Teachers (Catholic Independent Schools) (State) Award** (published 21 August 1998, 306I.G.295) in respect of the period from 30 January 1995 to 1 February 2001; and
- (d) an amount calculated on the basis of the provisions of this clause from 1 February 2001.

(Notation:

*This award provided for 10.5 weeks long service leave for the first ten years of service and then 1.5 weeks for each completed year of service after ten years qualifying service.

**The provisions of this award were the same as the provisions in the current award applicable to the period prior to 1 February 2001).

- (e) Certain Independent Schools

Notwithstanding the provisions of this sub-clause some employer enterprise agreements provided for different rates of long service leave in periods prior to 15 August 2001.

13.4 Conditions of Taking Leave

- (a) Where a teacher has become entitled to long service leave in respect of the teacher's service with an employer, the employer shall give to the teacher and the teacher shall take the leave as soon as practicable, having regard to the needs of the employer, provided always that unless the employer

otherwise agrees, the teacher shall give not less than two school terms notice of the teacher's wish to take leave, and further provided that the employer shall give the teacher not less than two school terms' notice of any requirement that such leave be taken.

- (b) A teacher may request and be granted up to one weeks leave without pay to be taken in addition to long service leave such that the total period of leave comprises one or more complete school terms.
- (c) Long Service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however that in the case only of a teacher who wishes to take a short block of long service leave immediately before or immediately after a pupil vacation period but not in accordance with subclause 13.9 (Long Service Leave in Short Blocks) nor in accordance with other school policy on long service leave then the employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.
- (d) Where a teacher is entitled to an amount of long service leave which is in excess of a school term the teacher may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the teacher accumulates further entitlements which, when taken together with the deferred leave, enables long service leave to be taken for a whole term.

13.5 A period of long service leave will be exclusive of a public holiday falling within it.

(Notation: A contrary provision applied under previous awards in place from 1 January 1985 until 15 August 2001).

13.6 The service of a teacher with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the teacher taking maternity leave (including paid and unpaid leave in accordance with clause 12, Parental Leave and Allowances) or other approved leave without pay, but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

13.7 Payment in Lieu of Long Service Leave

- (a) Where a teacher takes long service leave for an entire school term, the teacher and the employer may agree that, in addition to the long service leave, the teacher be paid an amount in lieu of any additional long service leave accumulated by the teacher, prior to the commencement of the long service leave.
- (b) The maximum payment in lieu of long service leave in paragraph (a) of this subclause, which can be made by the employer, is a payment equivalent to five weeks' salary in lieu of the long service leave.
- (c) Any payment in paragraph (b) of this subclause will be paid by the employer upon the commencement of the teacher's long service leave.
- (d) Where a payment in lieu of long service leave is paid by the employer in accordance with this subclause, a teacher's entitlements to long service leave will be reduced by the extent of such payment.

13.8 Long Service Leave and Leave Without Pay

Where a teacher takes long service leave for an entire school term and the teacher wishes to take the following school term as leave without pay, the employer will ordinarily consent to such arrangement where the teacher has had five years continuous service with that employer. However such leave without pay will ordinarily be approved for terms in the same year.

13.9 Long Service Leave in Short Blocks

The employer may permit teachers to take long service leave in periods, which are not equal to a full term or terms.

14. RENEWAL LEAVE

- 14.1 The parties to this award recognise that the quality of teaching and students' educational outcomes may be improved by teachers' experiences out of the school environment, including further education, professional experience, alternative employment in industry, opportunities to cope with personal or family demands and leisure activities.
- 14.2 The parties agree to implement a scheme of renewal leave. The parties are to agree on the terms of entry, continuation and exit from the scheme, including the requirements to take the leave over a full school year and specifying the time frame in which the leave is to be taken by the teacher.
- 14.3 The period of renewal leave will be treated as if it were leave without pay for the purpose of other entitlements under this award including incremental progression.

15. OTHER LEAVE

15.1 Bereavement Leave

- (a) A teacher shall on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild or grandchild of the teacher be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three school days. A teacher may be required to provide the employer with satisfactory evidence of such death.
- (b) Where a teacher takes bereavement leave in accordance with paragraph (a) of this subclause an employer, in its absolute discretion, may grant the teacher additional leave as leave without pay or leave with pay.
- (c) Where a teacher requests leave to attend a funeral of a person not specified in paragraph (a) of this subclause, the employer in its absolute discretion may grant the teacher leave as leave without pay or bereavement leave with pay.
- (d) Where an employer grants a teacher leave with pay in accordance with paragraphs (b) or (c) of this subclause, such leave will be deducted from the teacher's entitlement to sick leave in accordance with clause 10, Sick Leave.
- (e) Bereavement Leave shall be available to the teacher in respect to the death of a person in relation to whom the teacher could have utilised Personal/Carer's Leave in clause 11, provided that for the purpose of Bereavement Leave, the teacher need not have been responsible for the care of the person concerned.
- (f) Bereavement Leave may be taken in conjunction with other leave available under subclause 11.4 of clause 11, Catholic Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the teacher and the reasonable operational requirements of the business.

15.2 Military Reserve Leave

A teacher who is a member of the Australian Military Reserve or other Australian military forces shall be granted unpaid leave for the purpose of attending any compulsory camp or posting.

15.3 Examination Study Leave

Any teacher who, for the purpose of furthering teacher training, enrolls in any course at a recognised higher education institution, shall be granted leave:

- (a) with pay on the day of any examination required in the course;

- (b) without pay for the purpose of attending any compulsory residential school which is a part of such course.

15.4 Jury Service

- (a) A full-time or part-time teacher required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The teacher shall be required to reimburse to the employer any monies payable to the teacher for such attendance (excluding reimbursement of expenses) which required the teacher's absence from school.
- (b) The teacher shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The teacher shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

15.5 Short Community Service

Where a teacher's involvement in a community service activity has been approved by the employer after consideration of the needs of the school, a teacher shall be entitled to leave of not more than five days in any school year (unless agreed with the employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State Emergency Service or Volunteer Fire Brigade.

15.6 Overseas Volunteer Programs

- (a) A full-time or part-time teacher shall be entitled to leave without pay to work in a recognised overseas volunteer program in accordance with this subclause. Such leave shall normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the employer.
- (b) A teacher is eligible for leave after completion of five years continuous service with the employer. An application for leave shall be accompanied by evidence of approval to work in the scheme and the proposed period of leave.
- (c) Such leave without pay shall not count as service with the employer for the purpose of long service leave.

16. TERMINATION

16.1 Period of Notice

The employment of any teacher (other than a casual teacher) shall not be terminated without at least four school term weeks notice on either side, or the payment of, or forfeiture of, four weeks' salary in lieu of notice. Provided that such four weeks' notice shall expire within the school term during which it is given and shall expire either:

- (a) at the end of the said school term; or
- (b) at least two weeks before the end of the said school term.

16.2 Summary Dismissal

The foregoing shall not affect the right of the employer to dismiss summarily any teacher for incompetence, misrepresentation, neglect of duty or other misconduct.

16.3 Payment on Termination

A full-time, part-time or temporary teacher shall be entitled on termination of employment to a payment calculated in accordance with this clause, which will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act*, 1944; and
- (b) notwithstanding any other provisions in this award.

16.4 Calculation of Payments

- (a) A payment made pursuant to this clause to a teacher whose teaching hours have remained constant during the school year in which the termination is effective shall be calculated in accordance with the following formula:

$$\text{Step 1 } \frac{A \times B}{C} = D$$

$$\text{Step 2 } D - E = F$$

$$\text{Step 3 } \frac{F \times G}{2} = H$$

where:

A is the number of term weeks worked by the teacher since the school service date

B is the number of non-term weeks in the school year

C is the number of term weeks in the school year

D is the result in weeks

E is the number of non-term weeks worked by the teacher since the school service date

F is the result in weeks

G is the teacher's current fortnightly salary

H is the amount due

- (b) A payment made pursuant to this clause to a teacher whose teaching hours have varied during the course of the school year in which the termination is effective shall be calculated in accordance with the following formula:

$$\text{Step 1 } A - B = C$$

$$\text{Step 2 } \frac{C \times D}{E} = F$$

$$\text{Step 3 } F - B = G$$

where:

A is the total salary paid to the teacher since the school service date

B is the salary paid to the teacher in respect of non-terms weeks since the school service date

C is the salary paid to the teacher in respect of term weeks since the school service date

D is the total number of non-term weeks in the school year

E is the total number of term weeks in the school year

F is the result in dollars

G is the amount due

16.5 Statement of Service

Refer to subclauses 3.6 and 3.7 of clause 3, Terms of Engagement.

17. Occupational Superannuation (Contribution by Employer)

17.1 Definitions

For the purposes of this clause:

- (a) "Basic earnings" shall mean:
 - (i) the minimum annual rate of salary prescribed from time to time for the employee by subclauses 4.1 and 4.7 of clause 4, Salary; and
 - (ii) the amount of any allowance which is prescribed from time to time for the employee by subclauses 4.2 of the clause 4 Salary and clause 5, Promotions Positions of this award; and
 - (iii) the amount of any payment made to the employee pursuant to clause 7, Annual Adjustment of Salary, or clause 16, Termination.
- (b) "Employee" means a teacher to whom this award applies.
- (c) "Employer" means the employer of a teacher to whom this award applies.
- (d) "Fund" means:
 - (i) the New South Wales Non-Government Schools Superannuation Fund; and
 - (ii) any other superannuation fund approved in accordance with the Commonwealth's operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee.
- (e) "Casual" means a casual employee as defined in clause 2, Definitions.

17.2 Fund

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

17.3 Benefits

- (a) Except as provided in paragraphs (c), (d) and (f) of this subclause, each employer shall, in respect of each employee employed by it, pay contributions into a fund to which the employee is eligible to belong and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of three per cent of the employee's basic earnings.
- (b) Subject to paragraph (f) of this subclause, contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as Trustees of the fund may reasonably determine.

- (c) An employer shall not be required to make contributions pursuant to this award in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (d) Contributions shall commence to be paid from the beginning of the first pay period commencing on or after the employee's date of engagement.

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

- (e) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (f) An employer shall make contributions pursuant to this award in respect of:
 - (i) casual employees who earn in excess of \$2,820.00 during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employees"); and
 - (ii) qualified employees in each ensuing year of employment with that employer.

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

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

17.4 Transfers between Funds

If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund, but shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (e) of subclause 17.3 of this clause or within three years after the last notification made by the employee pursuant to this clause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

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

18. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in Section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes

discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in this award the parties have obligations to ensure that the operation of the provision 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 of operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee who has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to effect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iii) a party to this award from pursuing matters of unlawful discrimination.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (i) Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.
 - (ii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

19. FAIR PROCEDURES FOR INVESTIGATING COMPLAINTS OF CHILD ABUSE

19.1 Definitions

For the purpose of this clause:

"Child" means a person under the age of 18 years.

"Child abuse" means:

- (a) assault (including sexual assault) of a child, or
- (b) ill-treatment or neglect of a child, or
- (c) exposing or subjecting a child to behaviour that psychologically harms the child, whether or not, in any case, with the consent of the child.

"Child abuse allegation" means an allegation of child abuse against an employee or an allegation of misconduct that may involve child abuse.

19.2 Natural Justice to employees in dealing with child abuse allegations

An employee, against whom a child abuse allegation has been made in the course of employment, is to be informed by his or her employer (or the person delegated by his or her employer to do so) of the child abuse allegation made against them and be given:

- (a) an opportunity to respond to the child abuse allegation; and

- (b) sufficient information to enable them to respond to the child abuse matters alleged against them. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the employee, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the child abuse allegation and the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee's choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

19.3 Access to files

- (a) Such employee is to be informed by his or her employer of the location of any files which the employer holds relating to the employee, concerning a child abuse allegation made against the employee.
- (b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
- (c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either;
 - (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the child abuse allegation, or
 - (ii) contravene any statutory provision, or guideline or policy directive of a government authority or agency, in relation to the reporting or investigation, including Police criminal investigation, or any child abuse allegations, or
 - (iii) prevent the employer from conducting or completing the investigation or reporting of the details of a child abuse allegation against an employee, in compliance with any statutory deadline.

19.4 Additional Documentation from Employee

- (a) An employee against whom a child abuse allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
- (b) The employer must place such documentation on the file held by the employer concerning the child abuse allegation made against the employee.

19.5 Confidentiality of documents and files

- (a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any child abuse allegation made against an employee.

20. Suspension

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

21. Disputes Procedure

The objective of these procedures is the avoidance or resolution of industrial disputation, arising under this award by measures based on consultation, co-operation and negotiation.

- 21.1 Without prejudice to other party, the parties shall ensure the continuation of work in accordance with this award and custom and practice in the workplace.
- 21.2 In the event of any matter arising, which is of concern or interest, the teacher shall discuss this matter with the Principal or his or her nominee.
- 21.3 If the matter is not resolved at this level, the teacher may refer this matter to the union representative in the workplace, who will discuss the matter with the Principal or his or her nominee.
- 21.4 If the matter remains unresolved, it shall be referred to the General Secretary of the union or his or her nominee and the nominee of the employer for discussion and appropriate action. The nominee of the employer may request assistance from the Catholic Commission for Employment Relations.
- 21.5 If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission of New South Wales.
- 21.6 Nothing contained in this procedure shall prevent the General Secretary of the union or his or her nominee or the nominee of the employer from entering into negotiations at any level, either at the request of a member or on his or her own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

22. No Extra Claims

- 22.1 It is a term of this award that the union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment -
 - (a) for List C and List D employers until 31 December 2003; and
 - (b) for List A and List B employers, until 31 August 2004;
- 22.2 The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case decision) handed down prior to or during the nominal term of this award and until the dates prescribed in subclause 22.1 for the respective employers and no claim can be made for such increases.

23. Area Incidence and Duration

- 23.1 This award replaces and rescinds the Teachers (Catholic Independent Schools) (State) Award published 21 August 1998 (306 I.G.295) as varied.
- 23.2 It shall apply to all teachers and teacher/librarians employed in any recognised Catholic school or special school registered under the provisions of the *Education Act* 1990 including the following:

Berne Education Centre, Lewisham
 Boys' Town, Engadine
 Brigidine College, St Ives
 Christian Brothers High School, Lewisham
 Edmund Rice College, Wollongong
 Holy Saviour School, Greenacre
 Mater Dei Ltd
 Mt Erin High School, Wagga Wagga
 Mt St Benedict High School, Pennant Hills
 Mt St Joseph Milperra Ltd
 Oakhill College, Castle Hill
 Our Lady of Lebanon College, Harris Park
 Our Lady of Mercy College, Parramatta
 Red Bend Catholic College, Forbes
 Santa Sabina College Ltd

St Augustine's College, Brookvale
 St Charbel's College, Punchbowl
 St Clare's College, Waverley
 St Dominic's College, Penrith
 St Edmund's School, Wahroonga
 St Edward's College, East Gosford
 St Gabriel's School, Castle Hill
 St Gregory's Armenian College, Rouse Hill
 St Gregory's College, Campbelltown
 St Joseph's College, Hunters Hill
 St Lucy's School, Wahroonga
 St Maroun's School, Dulwich Hill
 St Mary's College, Gunnedah
 St Patrick's College, Campbelltown
 St Patrick's College, Strathfield
 St Paul's International College, Moss Vale
 St Pius X College, Chatswood
 St Scholastica's College, Glebe
 Trinity Catholic College, Lismore
 Waverley College, Waverley

and excluding Catholic schools operated by the Archdioceses of Canberra-Goulburn or Sydney or the Dioceses of Armidale, Bathurst, Broken Bay, Lismore, Maitland-Newcastle, Parramatta, Wagga Wagga, Wilcannia-Forbes or Wollongong and excluding Catholic schools covered by the Teachers (Independent Schools) (State) Award 2001 (made on 21 June 2001).

Provided further that the award shall not apply to the following persons:

- (a) teachers of music or other individual arts who are remunerated on an individual fee basis;
- (b) members of a recognised religious order and/or Clerks in Holy Orders, and/or Ministers of Religion; provided that application may be made on behalf of any such member to be included within the scope of this award;
- (c) employees within the jurisdiction of the Independent Schools and Colleges, General Non-teaching Staff &c. (State) Industrial Committee and the Kindergartens &c. (State) Industrial Committee;
- (d) persons employed in kindergartens, nursery schools or other pre-school centres licensed as child care centres under the *Children (Care and Protection) Act 1987*.

23.3 It shall take effect from 15 August 2001 and remain in force until 31 December 2003.

PART B

MONETARY RATES

Table 1A - Annual Salary

Step	Annual Salary from the first full pay period on or after 1 July 2001 (3%) \$	Annual Salary from the first full pay period on or after 1 July 2002 (3%) \$	(OOPS) One off payment to be paid on 1 Sept. 2002 \$	Annual Salary from the first full pay period on or after 1 Feb. 2003 (4%) \$	(OOPS) One off payment to be paid on 1 Sept. 2003 \$	Annual Salary from the first full pay period on or After 1 Feb 2004 (3%) \$
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1	31,162	32,097	401	33,381	417	34,382
2	33,184	34,180	427	35,547	444	36,613
3	35,394	36,456	456	37,914	474	39,051
4	37,228	38,345	479	39,879	498	41,075
5	39,250	40,428	505	42,045	526	43,306
6	41,275	42,513	531	44,214	553	45,540
7	43,294	44,593	557	46,377	580	47,768
8	45,320	46,680	583	48,547	607	50,003
9	47,340	48,760	610	50,710	634	52,231
10	49,364	50,845	636	52,879	661	54,465
11	51,387	52,929	662	55,046	688	56,697
12	53,410	55,012	688	57,212	715	58,929
13	55,432	57,095	714	59,379	742	61,160
Senior Teacher Level 1	57,184	58,900	736	61,256	766	63,094

This table applies to teachers employed by St Clare's College, Waverley.

Table 1B(i) - Annual Salary

Step	Annual Salary from the first full pay period on or after 1 July 2001 (3%) \$	Annual Salary from the first full pay period on or after 1 July 2002 (3%) \$	(OOPS) One off payment to be paid on 1 Sept. 2002 \$	Annual Salary from the first full pay period on or after 1 Feb. 2003 (4%) \$	(OOPS) One off payment to be paid on 1 Sept. 2003 \$	Annual Salary from the first full Pay period on or After 1 Feb 2004 (3%) \$
1	31,210	32,146	402	33,432	418	34,435
2	33,234	34,231	428	35,600	445	36,668
3	35,447	36,510	456	37,970	475	39,109
4	37,285	38,404	480	39,940	499	41,138
5	39,310	40,489	506	42,109	526	43,372
6	41,335	42,575	532	44,278	553	45,606
7	43,361	44,662	558	46,448	581	47,841
8	45,387	46,749	584	48,619	608	50,078
9	47,412	48,834	610	50,787	635	52,311
10	49,438	50,921	637	52,958	662	54,547
11	51,464	53,008	663	55,128	689	56,782
12	53,488	55,093	689	57,297	716	59,016
13	55,516	57,181	715	59,468	743	61,252
Senior Teacher Level 1	57,269	58,987	737	61,346	767	63,186

This table applies to teachers employed by Brigidine College, St. Ives and Our Lady of Mercy College, Parramatta.

Table 1B(ii) - Annual Salary

Step	Annual Salary from the first full pay period on or after 1 July 2001 (3%) \$	Annual Salary from the first full pay period on or after 1 July 2002 (3%) \$	(OOPS) One off payment to be paid on 1 Sept. 2002 \$	Annual Salary from the first full pay period on or after 1 Feb. 2003 (4%) \$	(OOPS) One off payment to be paid on 1 Sept. 2003 \$	Annual Salary from the first full Pay period on or After 1 Feb 2004 (3%) \$
1	31,164	32,099	401	33,383	417	34,384
2	33,187	34,183	427	35,550	444	36,617
3	35,399	36,461	456	37,919	474	39,057
4	37,231	38,348	479	39,882	499	41,078
5	39,254	40,432	505	42,049	526	43,310
6	41,276	42,514	531	44,215	553	45,541
7	43,299	44,598	557	46,382	580	47,773
8	45,323	46,683	584	48,550	607	50,007
9	47,343	48,763	610	50,714	634	52,235
10	49,366	50,847	636	52,881	661	54,467
11	51,391	52,933	662	55,050	688	56,702
12	53,413	55,015	688	57,216	715	58,932
13	55,437	57,100	714	59,384	742	61,166
Senior Teacher Level 1	57,186	58,902	736	61,258	766	63,096

This table applies to teachers employed by Santa Sabina College Ltd.

Table 1C - Annual Salary

Step	Annual Salary from 2 October 2000 (2%) \$	Annual Salary from 23 July 2001 (2%) \$	Annual Salary from 22 July 2002 (4%) \$	Annual Salary from 29 January 2003 (4%) \$
1	29,732	30,327	31,540	32,802
2	31,663	32,296	33,588	34,932
3	33,773	34,449	35,827	37,260
4	35,524	36,234	37,683	39,190
5	37,453	38,202	39,730	41,319
6	39,381	40,169	41,776	43,447
7	41,312	42,138	43,824	45,577
8	43,244	44,109	45,873	47,708
9	45,170	46,073	47,916	49,833
10	47,103	48,045	49,967	51,966
11	49,032	50,013	52,014	54,095
12	50,960	51,979	54,058	56,220
13	52,892	53,950	56,108	58,352
Senior Teacher Level 1	54,563	55,654	57,880	60,195

This table applies to teachers employed in schools operated by the Trustees of the Christian Brothers, that is Christian Brothers High School, Lewisham; Edmund Rice College, Wollongong; St Dominic's College, Penrith; St Edmund's School, Wahroonga; St Edward's College, East Gosford; St Gabriel's School for Hearing Impaired Children, Castle Hill; St Patrick's College, Strathfield; St Pius X College, Chatswood, Waverley College, Waverley.

Table 1D - Annual Salary

Step	Effective From 3 April 2000 (4%) \$	Effective From 1 July 2001 (3%) \$	Effective From 1 July 2002 (4%) ** \$	Effective From 1 January 2003 (5%) \$
1	28,348	29,198	30,366	31,884
2	30,898	31,825	33,098	34,753
3	32,958	33,947	35,305	37,070
4	34,665	35,705	37,133	38,990
5	36,549	37,645	39,151	41,109
6	38,431	39,584	41,167	43,225
7	40,314	41,523	43,184	45,343
8	42,199	43,465	45,204	47,464
9	44,081	45,403	47,219	49,580
10	45,964	47,343	49,237	51,699
11	47,846	49,281	51,252	53,815
12	49,732	51,224	53,273	55,937
13	52,000	53,560	55,897	58,692
Senior Teacher 1	53,000	54,378	56,278	58,692
Senior Teacher 1*	53,225	54,822	57,015	59,866

* applies to Mt St Benedict High School, Pennant Hills; St Augustine's College, Brookvale; St Gregory's College, Campbelltown and St Scholastica's College, Glebe only.

** Step 13 salary level will be fully equated with the Step 13 in the Government sector on 1 July 2002

From the 1 July 2003 and amount of \$300 per annum shall be paid to teachers at the top of the common incremental scale (that is Step 13 and teachers classified as Senior Teacher 1 but paid at the same rate as Step 13 that is \$58,692). From 1 January 2004 the common incremental salary scale shall include the amount of \$300 per annum. The parties agree to review the implementation of this increase in relation to teachers holding Promotions Positions.

This table applies to teachers employed by employers in List D in paragraph (a) of sub clause 3.1 of clause 3, Salary Scales - that is all employers covered by this award excluding Brigidine College, St Ives, St Clare's College, Waverley, Our Lady of Mercy College, Parramatta, Santa Sabina College Ltd, and schools operated by the Trustees of the Christian Brothers.

Table 2A - Co-ordinator & Assistant Principal Allowances

	Annual Allowances from the first full pay period on or after 1 July 2001 (3%) \$	Annual Allowances from the first full pay period on or after 1 July 2002 (3%) (\$)	Annual Allowances from the first full pay period on or after 1 Feb.2003 (4%) \$	Annual Allowances from the first full pay period on or after 1 Feb.2004 (3%) \$
Senior Teacher Level 2	3,169	3,264	3,395	3,497
Co-ordinator 1	3,169	3,264	3,395	3,497
Co-ordinator 2	6,340	6,530	6,791	6,995
Co-ordinator 3	9,507	9,792	10,184	10,490
Assistant Principal - Secondary				

Enrolment				
201-300	14,000	14,420	14,997	15,447
301-600	15,750	16,223	16,872	17,378
601-900	17,500	18,025	18,746	19,308
901+	19,247	19,824	20,617	21,236
Assistant Principal - Primary				
Enrolment				
201-250	10,745	11,067	11,510	11,855
251-400	12,331	12,701	13,209	13,605
401-600	14,000	14,420	14,997	15,447
601-800	15,750	16,223	16,872	17,378
801+	17,477	18,001	18,721	19,283

This table applies to teachers employed by St Clare's College, Waverley.

Table 2B(i)- Co-ordinator & Assistant Principal Allowances

	Annual Allowances from the first full pay period on or after 1 July 2001 (3%) \$	Annual Allowances from the first full pay period on or after 1 July 2002 (3%) \$	Annual Allowances from the first full pay period on or after 1 Feb. 2003 (4%) \$	Annual Allowances from the first full pay period on or after 1 Feb. 2004 (3%) \$
Senior Teacher Level 2	3,184	3,280	3,411	3,513
Co-ordinator 1	3,184	3,280	3,411	3,513
Co-ordinator 2	6,367	6,558	6,820	7,025
Co-ordinator 3	9,552	9,839	10,233	10,540
Assistant Principal - Secondary Department				
Enrolment at previous year's census date				
601-900	17,491	18,016	18,737	19,299
900+	19,241	19,818	20,611	21,229

This table applies to Brigidine College, St. Ives and Our Lady of Mercy, College, Parramatta.

Table 2B (ii)- Co-ordinator & Assistant Principal Allowances

	Annual Allowances from the first full pay period on or after 1 July 2001 (3%) \$	Annual Allowances from the first full pay period on or after 1 July 2001 (3%) \$	Annual Allowances from the first full pay period on or after 1 Feb. 2003 (4%) \$	Annual Allowances from the first full pay period on or after 1 Feb. 2004 (3%) \$
Senior Teacher 2	3,180	3,275	3,406	3,508
Co-ordinator 1	3,180	3,275	3,406	3,508
Co-ordinator 2	6,359	6,550	6,812	7,016
Co-ordinator 3	9,540	9,826	10,219	10,526
Assistant Principal Secondary				
Enrolment in a secondary department at previous year's census date.				
201-300	13,976	14,395	14,971	15,420
301-600	15,723	16,195	16,843	17,348
601-900	17,469	17,993	18,713	19,274
901+	19,217	19,794	20,586	21,204

Co-ordinator (Step 9 - Secondary)	6,359	6,550	6,812	7,016
Co-ordinator (Step 7) - Primary	6,359	6,550	6,812	7,016
Assistant Principal - Primary Enrolment in a Primary Department at previous year's census date.				
101-250	10,658	10,978	11,417	11,760
251-400	12,228	12,595	13,099	13,492
401-600	13,975	14,394	14,970	15,419
601-800	15,723	16,195	16,843	17,348
800+	17,469	17,993	18,713	19,274

This table applies to teachers employed by Santa Sabina College Ltd.

Table 2C - Co-ordinator & Assistant Principal Allowances

	Annual Allowances From 2 October 2000 (2%) \$	Annual Allowances From 23 July 2001 (2%) \$	Annual Allowances From 22 July 2002 (4%) \$	Annual Allowances From 29 January 2003 (4%) \$
Co-ordinator 1	2,998	3,058	3,180	3,307
Co-ordinator 2	5,991	6,111	6,355	6,609
Co-ordinator 3	8,988	9,168	9,535	9,916
ST2	2,998	3,058	3,180	3,307
Assistant Principal - Secondary department Enrolment at previous year's census date				
201-300	13,360	13,627	14,172	14,739
301-600	15,032	15,333	15,946	16,584
601-900	16,701	17,035	17,716	18,425
901+	18,370	18,737	19,486	20,265
Assistant Principal - Primary department Enrolment in Primary department at previous year's census date				
101-250	10,254	10,459	10,877	11,312
251-400	11,769	12,004	12,484	12,983
401-600	13,360	13,627	14,172	14,739
601-800	15,032	15,333	15,946	16,584
801+	16,701	17,035	17,716	18,425

This table applies to teachers employed in schools operated by the Trustees of the Christian Brothers, that is Christian Brothers High School, Lewisham; Edmund Rice College, Wollongong; St Dominic's College, Penrith; St Edwards College, East Gosford; St Edmund's School, Wahroonga; St Gabriel's School for Hearing Impaired Children, Castle Hill; St Patrick's College, Strathfield; St Pius X College, Chatswood; Waverley College, Waverley.

Table 2D (i)- Co-ordinator & Assistant Principal Allowances

Position	Annual Allowances From 3 April 2000 (4%) \$	Annual Allowances From 1 July 2001 (3%) \$	Annual Allowances From 1 July 2002 (4%) \$	Annual Allowances From 1 January 2003 (5%) \$
Senior Teacher 2	2,965	3,276	3,544	3,921
Co-ordinator 1	2,965	3,276	3,544	3,921
Co-ordinator 2	5,929	6,551	7,088	7,842

Co-ordinator 3	8,895	9,827	10,632	11,763
Assistant Principal - Secondary Enrolment in a Secondary Department at previous year's census date				
201-300	13,035	13,426	13,963	14,661
301-600	14,666	15,106	15,710	16,496
601-900	16,296	16,785	17,456	18,329
901-1200	17,923	18,461	19,199	20,159
1200+	19,554	20,141	20,947	21,994
Assistant Principal - Primary Enrolment in a Primary Department at previous year's census date				
101-250	10,005	10,305	10,717	11,253
251-400	11,483	11,827	12,300	12,915
401-600	13,035	13,426	13,963	14,661
601-800	14,666	15,106	15,710	16,496
800+	16,296	16,785	17,456	18,329
Assistant Principal - ST1 Allowance*	225	444	737	1174

* This allowance does not apply to Mt. St Benedict High School, Pennant Hills; St Augustine's College, Brookvale; St Gregory's College, Campbelltown or St. Scholastica's College, Glebe.

This table applies to teachers employed by employers (other than Our Lady of Lebanon, Harris Park and Oakhill College, Castle Hill) in List D in paragraph (a) of subclause 3.1 of clause 3, Salary Scales - that is, all employers covered by this award excluding Brigidine College, St Ives; St Clare's College, Waverley; OLMC, Parramatta; Santa Sabina College Ltd and schools operated by the Trustees of the Christian Brothers.

Co-ordinators and Assistant Principals allowances for the teachers employed by Our Lady of Lebanon and Oakhill College are set out in the following table.

Table 2D (ii)- Allowances for Co-ordinators and Salary for Assistant Principals at Oakhill College, Castle Hill and Our Lady of Lebanon, Harris Park

CO-ORDINATORS	ANNUAL ALLOWANCE			
	Effective from 3 April 2000 (4%) \$	Effective from 1 July 2001 (3%) \$	Effective From 1 July 2002(4%) \$	Effective From 1 January 2003 (5%) \$
Co-ordinator 1	2,965	3,276	3,544	3,921
Co-ordinator 2	5,929	6,551	7,088	7,842
Co-ordinator 3	8,895	9,827	10,632	11,763
ASSISTANT PRINCIPALS	ANNUAL SALARY			
Primary Schools				
	Effective from 3 April 2000 (4%) \$	Effective from 1 July 2001 (3%) \$	Effective From 1 July 2002(4%) \$	Effective From 1 January 2003 (5%) \$
101-250	63,230	65,127	67,732	71,119
251-400	64,708	66,649	69,315	72,781
401-600	66,260	68,248	70,978	74,527
601-800	67,891	69,928	72,725	76,361

801+	69,521	71,607	74,471	78,195
Secondary Schools				
201-300	66,260	68,248	70,978	74,527
301-600	67,891	69,928	72,725	76,361
601-900	69,521	71,607	74,471	78,195
900-1200	71,148	73,282	76,213	80,024
1200+	72,779	74,962	77,960	81,858

Table 3 - Other Rates

Item No.	Brief Description	From 3 April 2000 (4%) \$	From 1 July 2001 (3%) \$	From 1 July 2002 (4%) \$	From 1 January 2003 (5%) \$
1	(i) Full-time Teacher teaching classes of children with a disability (ii) Part-time or Casual Teachers teaching classes of children with a disability	1587 per annum 7.78 per day	1635 per annum 8.01 per day	1700 per annum 8.34 per day	1785 per annum 8.75 per day
2	Principal Teachers of school for children with a disability for each Teacher supervised	249 per annum per teacher	256 per annum per teacher	266 per annum per teacher	279 per annum per teacher
3	Maximum payment per annum under Item 2	1289 per annum	1327 per annum	1381 per annum	1450 per annum
4	Own car allowance where use authorised by the school	0.51 per km	0.51 per km	0.51 per km	0.51 per km

ANNEXURE A**1. TEACHER CLASSIFICATIONS AND TEACHER-LIBRARIANS**

This Annexure contains more detail concerning qualifications equivalent to those specified for classifications in clause 2, Definitions, of this award.

- (a) Four Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A teacher who has satisfactorily completed a four years' training course at Sydney Teachers' College and the New South Wales Conservatorium of Music; or
 - (ii) A teacher who has satisfactorily completed a four years' diploma of Art course that incorporates the equivalent of a one year's full-time course in teacher education at a recognised higher education institution; or
 - (iii) A teacher, who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (iv) A teacher, who in addition to being a graduate, has completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (v) A teacher, who in addition to being a graduate, is eligible for Associate (Professional) Membership of the Library Association of Australia.

- (b) Three Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A Two Years Trained Teacher who, in addition, has satisfactorily completed the two semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (ii) A teacher who is a Three Years Conditionally Classified Teacher, who in addition to the qualifications necessary to gain a Three Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (iii) A teacher employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but is not a graduate.
- (c) Two Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A teacher who is a Two Years Conditionally Classified Teacher who in addition to the qualifications necessary for Two Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (ii) A teacher who was classified as a One Year Trained Teacher prior to the introduction of this award and who in addition to the qualifications necessary for that classification, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution

2. TEACHER-LIBRARIANS

The role description of a Teacher-Librarian is as follows:

A Teacher-Librarian, where appointed in a school, is a member of the school's professional staff and is responsible to the principal for:

- (a) participating in the teaching of information literacy in the context of the total curriculum; and
- (b) assisting in the management of the school's information resources and services to facilitate learning/teaching.

This framework for the role of the Teacher-Librarian is necessarily broad and recognises that each role is significantly shaped by local needs and circumstances. It aims to identify the key accountabilities in the role but does not seek to nominate specific strategies for their implementation. It is the responsibility of each Principal to identify and document these for a given school.

THE ROLE DESCRIPTION WHICH IS DEVELOPED AT EACH SCHOOL SHOULD:

- * promote the role of Teacher-Librarian within the school
- * facilitate effective and valid appraisal
- * assist in establishing a professional development agenda for the Teacher Librarian

KEY ACCOUNTABILITIES

WITHIN THE SCHOOL THE TEACHER-LIBRARIAN IS EXPECTED TO:

- * show a commitment to the Church's mission in Catholic education

- * have a professional involvement in the learning and teaching program of the school by collaborating with teachers in curriculum development, implementation and development
- * initiate and co-operate in programs to ensure students become discerning users of information to enable them to achieve the learning outcomes specified in the school's education programs
- * play a role in the whole schools information technology program
- * provide experiences to encourage reading, literacy, and information usage
- * develop, organise and manage information resources which meet the educational, cultural and recreational needs of students and the professional needs of teachers
- * facilitate access to external sources of information
- * take responsibility for library management
- * participate in activities which support the development of the school community

ANNEXURE B

PORTABILITY OF SICK LEAVE

Part to be Completed by Teacher

Name of Teacher: _____

Name of former Catholic Employer: _____

I, _____ was formerly employed by _____
(Name of Teacher) (Name of Former Catholic Employer)

as a teacher from _____ to _____
(Date) (Date)

I commenced as a teacher with the Former Catholic employer on _____
(Date)

(Signature of Teacher) (Date)

Part to be Completed by Former Catholic Employer:

_____ was employed by the employer as a teacher and
(Name of Teacher)

ceased work on _____.
(Date)

At that time, untaken sick leave with the employer over the proceeding years of continuous service is as follows:

(Date)

(SET OUT RECORD)

e.g. Last year of employment _____ Sick Days
 Year 2 accumulation _____ Sick Days
 Year 3 accumulation _____ Sick Days
 Year 4 accumulation _____ Sick Days
 Year 5 accumulation _____ Sick Days
 Year 6 accumulation _____ Sick Days

 (Signature of Employer)

 (Date)

M. SCHMIDT, J

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(1292)

SERIAL C0767

KU CHILDREN'S SERVICES (OTHER THAN TEACHERS) (STATE) CONSENT AWARD 2000

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by KU Children's Services.

(No. IRC 7343 of 1997)

Before the Honourable Justice Glynn

6 June 2000 and 2 May 2001

VARIATION

1. Insert in numerical order in clause 1, Arrangement, of the award published 4 May 2001 (324 I.G. 615), as varied, the following new clause number and subject matter:

4A. Fixed Term Employees

2. Insert in clause 3, Definitions the following new subclause (v):

- (v) "Fixed Term Employee" means an employee (not employed in a pre-school service) engaged pursuant to clause 4 of this award. Fixed term employees may only be engaged in work based services. TAFE's and universities and AMEP.

3. Renumber subclauses 3(v) to 3(ix) to subclauses 3(vi) to 3(x) respectively.
4. Insert after clause 4, Contract of Employment, the following new clause 4A:

4A. Fixed Term Employees

Notwithstanding anything contained in the parent awards the employer may engage employees on a full-time or part-time basis for a specified period which is not less than 20 days nor more than 2 years on the following terms:

- (a) Fixed term employees:
 - (i) Shall accrue pro-rata sick leave and be able to carry their sick leave accrual from one engagement to the next, provided that the break in service is not more than four months.
 - (ii) Shall have their period of service deemed as continuous for the purpose of long service leave provided that the break in service is not more than four months.
 - (iii) Shall be entitled to pro-rata leave (bereavement leave; jury duty leave; examination and study leave; attendance at in-service etc.) provided for under the award.
 - (iv) Shall be eligible for casual employment with the employer outside any periods of fixed term employment.
 - (v) Shall not be entitled to take RDO's during the period of fixed term employment - RDO's are to be paid at the conclusion of the period of fixed term employment.
 - (vi) Shall be paid their annual leave entitlement at termination and shall not be entitled to take their annual leave during the period of fixed term employment, unless the period of fixed term employment on any occasion is greater than 12 months where KU may direct an employee to take annual leave when the centre is closed.
 - (vii) Shall be paid pro-rata annual leave loading at termination.
 - (viii) The first four weeks of employment for a fixed term employee shall be a period of probation. During this period, either party may terminate with one days' notice.
 - (ix) In the event that a fixed term employee commences a further period of fixed term employment within 12 months' of the most recent engagement, then there is no requirement for a further period of probation for that engagement.
 - (x) In circumstances where beyond the control of KU an employee engaged pursuant to this clause cannot be gainfully employed for the course of the fixed term engagement, KU may transfer a fixed term employee to another KU service, including a pre-school, if necessary. The transfer shall be reasonable in all of the circumstances and the employee will not suffer a loss in pay. Where the only alternative to termination is to transfer the employee to a pre-school, then KU shall advise the Union of the need to redeploy the employee and such advice shall be in writing. The period of notice to be given by KU in transferring an employee shall be 7 working days or otherwise by agreement.
 - (xi) In the event that it becomes necessary for KU to terminate the employment of a fixed term employee due to a downturn in work, KU will pay the employee the remainder of the original offer of fixed term employment.
 - (xii) In the event of the employee terminating employment, the employee shall be required to provide 7 working days' written notice or the forfeiture of wages in lieu of such notice. In such circumstances, the employee shall not be entitled to pro-rata annual leave loading on termination or for continuity of service for the purpose of long service leave in the event of re-employment if the period between engagements is greater than four months.

- (xiii) In the event where a fixed term employee terminates their employment, KU will replace such an employee with a fixed term employee where possible for the remainder of that original period of fixed term engagement.
 - (xiv) In the event that it becomes necessary for KU to terminate the employment of a fixed term employee due to a downturn in work, after all options for transfer have been considered and explored, KU will provide the employee with 7 working days' notice of the intent to terminate.
 - (xv) This clause shall not affect the rights of KU to dismiss any employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only.
 - (xvi) This clause does not affect the right of KU to terminate in circumstances where the employees conduct or performance amounts to a repudiation of the contract. In such cases, KU will provide the employee with 7 working days' notice and KU will not be required to pay the remainder of the contract.
- (b) Fixed Term Employees will be treated by the employer as permanent employees for the purpose of applications for permanent positions within KU in accordance with KU's Staff Appointment and Transfer Policy, including internally advertised positions. This means that a fixed term employee must have a minimum period of service of an aggregate of 12 months prior to requesting a transfer.
 - (c) Permanent employees will not be directed to be engaged in fixed term positions.
 - (d) The engagement of fixed term employees will be the subject of information sharing and review between the Union and KU at least 12 months after the effective date of this award and then at 2 years after the effective date. The parties reserve their rights to raise any issues of concern at any time during the implementation of the above award provisions.
 - (e) Parental leave - In relation to parental leave, the provisions of the Act will apply with the exception of the following provisions:
 - (i) Fixed term employees shall be entitled to parental leave once their period of service is a continuous aggregate period of 52 weeks. Breaks of not more than 4 months of service shall not be deemed to be a break in service for this purpose. Discrete periods of casual employment of at least one week (5 continuous working days) worked continuously shall count as service. Completed weeks (5 continuous days) worked only are to be counted.

For the purpose of continuity of service, if paid leave is taken during the course of employment, it shall be counted as service. If forms of paid leave are paid out on termination, then such periods will not be considered to be service.

 - (ii) Where a fixed term employee has taken parental leave and upon return to work the period of engagement has expired, the employer will endeavour to place such an employee in an alternative position. Such employees cannot be guaranteed a position upon resumption of parental leave.
 - (iii) Where a fixed term employee has taken parental leave and upon return to work the employee's position no longer exists but the period of original engagement has not yet expired, KU will endeavour to place such employees in alternative positions. In the event that KU is unable to find the employee a position, then the employee will be paid out for the balance of that contract.
 - (iv) Any parental leave replacement employees of fixed term employees shall be temporary employees in accordance with the definition in the parent award. Such replacement employee shall be advised of the temporary nature of the period of employment accordingly.
5. This variation shall take effect on and from 2 May 2001.

L. C. GLYNN J.

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(421)

SERIAL C0590

LAUNDRY EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 4098 of 2001)

Before Commissioner McLeay

12 July 2001

VARIATION

1. Delete subclause (iii) of clause 7, Skills-based Classification Structure, of the award published 3 October 1997 (301 I.G. 524), as varied, and insert in lieu thereof the following:
 - (iii) 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 - Rates of Pay and Table 2 - Other Rates and Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Adult Basic Wage: \$121.40 per week****Table 1 - Rates of Pay**

Classification	Base rate Per week \$	SWC - 2001 \$	Total weekly rate Per week \$
Level 1 employee	408.80	13.00	421.80
Level 2 employee	429.60	13.00	442.60
Level 3 employee	454.70	13.00	467.70
Level 4 employee	471.30	13.00	484.30

Table 2 - Other Rates and Allowances

		Brief Description	Amount \$
1	6 (iii) (C)	Leading Hand Allowance - 3 to 10 employees Over 10 employees	19.40 per week 31.90 per week
2	18 (iv)	Meal Allowance	6.90
3	31 (ii)	First-aid Allowance	1.55 per day or 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 to commence on or after 11 August 2001.

J. McLEAY, Commissioner.

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(134)

SERIAL C0828**CLERICAL AND ADMINISTRATIVE EMPLOYEES LEGAL
INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 936 of 2001)

Before Mr Deputy President Sams

29 May 2001

VARIATION

1. Insert after the clause number and subject matter "25, Statutory and Other Award Provisions" appearing in the Arrangement clause of the award published 10 December 1999 (312 I.G. 703), as varied, the clause number and subject matter "26, Anti-Discrimination", and renumber existing "26, Area, Incidence and Duration" as clause number "27."
2. Delete the words "Arbitrated Safety Net Adjustment" appearing in subclause (xv) of clause 3, Classification Structure and Salaries, and insert in lieu thereof the words "State Wage Case Adjustments."
3. Delete paragraph (d) of subclause (ii) of clause 8, Shift Work, and insert in lieu thereof the following:

- (d) Junior employees working shift work shall be paid as follows:

A junior who is equivalent to Grade 3 or above, shall be paid the additional percentage of the Grade 3 Adult rate.

All other junior employees shall be paid the additional percentage of the Grade 1 Adult rate.

4. Delete subclause (v) of the said clause 8, and insert in lieu thereof the following:
 - (v) Overtime - The special penalties herein prescribed in (iii) and (iv) above are in substitution for and not cumulative upon the shift allowances prescribed in subclause (ii) of this award.
5. Delete subclause (vii) of clause 13, Sick Leave, and insert in lieu thereof the following:
 - (vii) Service before the date of this award shall be counted for the purpose of assessing the annual sick leave entitlement.
6. Delete subclause (viii) of the said clause 13, and renumber existing subclause (ix) as subclause (viii).
7. Delete subclause (i) of clause 21, Exemptions, and insert in lieu thereof the following:
 - (i) Except as to the provisions of paragraphs (c) and (d) of subclause (i) and the provisions of subclause (ii) of clause 6, Overtime, clause 9, Public Holidays; clause 11, Bereavement Leave; clause 12 Annual Leave Loading; clause 13, Sick Leave; clause 17, Personal/Carer's Leave; clause 20 Jury Service; clause 22, Redundancy; clause 25, Statutory and other Award Provisions, and clause 26, Anti-Discrimination; this award shall not apply to employees employed by the week who are in receipt of a weekly salary in excess of \$681.00 per week.
8. Delete the words "Commonwealth Employment Service," appearing in paragraph (f) of subclause (iv), Termination of Employment, of clause 22, Redundancy, and insert in lieu thereof the words "Centrelink."
9. Delete the words "Department of Social Security" appearing in paragraph (g) of the said subclause (iv), and insert in lieu thereof the words "Centrelink."
10. Delete the words "Industrial Relations Commission", appearing in paragraph (b) of subclause (v), Severance Pay, of the said clause 22, and insert in lieu thereof the words "Industrial Relations Relations Commission of New South Wales."
11. Insert after clause 25, Statutory and Other Award Provisions, the following new clause.

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 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."
12. Delete subclause (ii), Juniors, of Table 1 - Salaries, of Part B, Monetary Rates, and insert in lieu thereof the following:
- (ii) Juniors - The minimum rates per week for junior employees shall be as follows:
- (a) Equivalent to Grade 3 or above:

Age	Old Rate Per Week \$	Award Rate Per Week 29 May 2001 \$	Award Rate Per Week 29 August 2001 \$
At 17 years of age	218.85	228.85	234.50
At 18 years of age	269.45	279.60	289.75
At 19 years of age	308.10	319.65	331.20
At 20 years of age	363.85	377.45	391.00

- (b) All other junior rates -

Age	Old Rate Per Week \$	Award Rate Per Week 29 May 2001 \$
Under 17 years of age	171.75	176.00
At 17 years of age	215.15	220.35
At 18 years of age	263.60	270.10
At 19 years of age	298.95	306.25
At 20 years of age	351.80	360.40

13. This variation shall take effect on and from 29 May 2001.

P. J. SAMS, *D.P.*

(134)

SERIAL C0554**CLERICAL AND ADMINISTRATIVE EMPLOYEES LEGAL
INDUSTRY (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 3724 of 2001)

Before Commissioner O'Neill

13 June 2001

VARIATION

1. Delete subclause (xv) of clause 3, Classification Structure and Salaries, of the award published 10 December 1999 (312 I.G. 703), as varied, and insert in lieu thereof the following:
 - (xv) State Wage Case Adjustments - 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 the amount of \$681.00 appearing in subclause (i) of clause 21, Exemptions, and insert in lieu thereof the amount \$701.00.
3. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

- (i) The following minimum rates of wages shall take effect from 23 June 2001.

Grade	Weekly Rate Pre SWC 2001 (\$)	SWC 2001 \$	Weekly Rate (\$)
1	439.60	13.00	452.60
2	460.50	13.00	473.50
3	492.20	15.00	507.20
4	533.90	15.00	548.90
5	592.50	17.00	609.50

- (ii) Juniors - The minimum rates per week for junior employees shall be as follows:

- (a) Equivalent to Grade 3 or above:

Age	Pre SWC Weekly Rate 29 May 2001 (\$)	SWC 2001 %	Weekly Rate (\$)
At 17 years of age	228.85	3	235.70
At 18 years of age	279.60	3	288.00
At 19 years of age	319.65	3	329.25
At 20 years of age	377.45	3	388.75

As of 29 August 2001:

Age	Pre SWC Weekly Rate 29 August 2001 (\$)	SWC 2001 %	Weekly Rate 29 August 2001 (\$)
At 17 years of age	234.50	3	241.55
At 18 years of age	289.75	3	298.45
At 19 years of age	331.20	3	341.15
At 20 years of age	391.00	3	402.75

- (b) All other junior employees:

Age	Pre SWC Weekly Rate 29 August 2001 (\$)	SWC 2001 %	Weekly Rate \$
Under 17 years of age	176.00	3	181.30
At 17 years of age	220.35	3	226.95
At 18 years of age	270.10	3	278.20
At 19 years of age	306.25	3	315.45
At 20 years of age	360.40	3	371.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Details	Amount \$
1	7 and 8 (iii)	Meal Allowance	9.50
2	3(xi)	Saturday Loadings	13.10 (Adults) 8.85 (Juniors)
3	19(iii)	Own Car Allowance For vehicle 1,500cc and under For a vehicle over 1,500cc	78.40 per week 96.90 per week

4	19(iv)	Own Car Allowance For use on a casual or incidental basis	0.53/km
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4. This variation shall take effect from the first full pay period to commence on or after 23 June 2001.

B. W. O'NEILL, Commissioner.

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(514)

SERIAL C0875

OYSTER FARMS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 3883 of 2001)

Before the Honourable Justice Schmidt

22 June 2001

VARIATION

- Delete subclause (vi) of clause 2, Wages, of the award published 11 May 2001 (324 I.G. 757), and insert in lieu thereof the following:
 - The rates of pay in this award include the adjustments payable under the State Wage Case 2001. These adjustments may be offset against:
 - any equivalent over award payments; and/or
 - award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
- Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

Classification	Former Rate \$	SWC 2001 \$	Total Rate \$
Adult Employee — General Hand	450.10	13.00	463.10
Leading Hands — In charge of three or more employees — \$17.10 per week			

Junior Employees	% of adult rate
At 16 years of age	60
At 17 years of age	70
At 18 years of age	80
At 19 years of age	90
At 20 years of age	Adult rate

Table 2 — Other Rates and Allowances

Item No.	Clause No.	Brief Description	Existing Allowance \$	Amount \$
1	14	First-aid per day	1.65	1.70
2	17(ii)	Travelling — Meal each occasion	5.90	6.55
3	17(ii)	Travelling — Accommodation per night	26.20	27.05

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 to commence on or after 27 July 2001.

M. SCHMIDT, *J.*

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(754)

SERIAL C0920**CEMENT INDUSTRY (STATE) CONSOLIDATED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 4654 of 2001)

Before the Honourable Justice Walton, Vice-President

10 August 2001

VARIATION

1. Delete subclause (iv) of clause 4, Rates of Pay, of the award published 16 March 2001 (323 I.G. 1), and insert in lieu thereof the following:
 - (iv) 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 - Rates of Pay**

A. Quarries	
	Rate per week (Inc. SWC 2001) \$
Drill Operator	443.10
Shot Firer	443.10
Crushing and Conveyor Plant Attendant-	450.40
Labourer - Building Trades; Greaser; Fettler	433.70
Plantperson (crushing and conveying)	438.70

Operator of rear, bottom or side dumps with carrying capacity of:	
· up to 20 tonnes	467.90
· over 20 and up to 40 tonnes	478.80
· over 40 and up to 70 tonnes	488.70
· over 70 tonnes	
B. Materials Receiving, Raw Milling, Kilns and Cement Mills	
Burner	459.90
Cement Miller	448.00
Plant Attendant	440.90
C. Laboratory	
Mechanical Tester	448.30
Process Tester	456.00
General Tester	434.90
D. Despatch	

Bulk Despatch Section Attendant	450.10
Bulk Loader Stock House Attendant	443.00
E. General	
Labourer - Building trades; Fetter; Jackhammer operator	433.70
Vacuum Plant Operator	438.50
Operator - Mechanical Road Sweeper; Dump Car Operator	436.50
Mechanical Sweeper Operator	431.70
Storeperson	443.00
Greaser - Planned Maintenance (Portland)	434.90
Brush Hand; Gardener	437.70
Amenities Block Attendant	434.70
Cleaner; Greaser; General Labourer	431.50
Tractor Driver - 26 KW	439.90
Forklift Operator	450.10
Driver of a vehicle with a carrying capacity of:	
· up to 2 tonnes	438.50
· over 2 tonnes and up to 3 tonnes	442.40
· for each additional tonne up to 8 tonnes	0.730
· for each additional tonne over 8 and up to 10 tonnes	0.587
· for each additional tonne over 10 and up to 12 tonnes	0.439
NOTE: Motor lorry driver whilst engaged in driving work outside the works (not including ash dumping) shall be paid at the minimum rates prescribed by the Transport Industry (State) Award, in force from time to time.	
F. Engine Drivers, Plant Operators, etc.	
Rubber Tyre Tractor - Power Operated Attachment to 37 KW	444.60
Front End Loader Driver -	449.90
Relief Operator	449.50
G. Maintenance	
Boilermaker, Fitter, Machinist 1st Class, Motor Mechanic, Turner	497.10
Mechanical Tradesperson - Special Class	533.20
Welder -	
Special Class	502.60
1st Class	497.10
Electrical Fitter	545.80
Electrical Mechanic	545.80
Electronic Instrument Fitter	565.10
Electronic Tradesperson	612.60
Electrician's Assistant	469.70
Rigger and/or Splicer	472.70
Dogperson and/or Crane Chaser	450.10
Dogperson and/or Crane Chaser - Mobile Equipment	463.40

Belt person/Greaser	453.80
Belt Repairer	468.30
Tradesperson's Assistant	444.60
Mobile Crane Driver - 5 to 10 tonnes	467.20
Bricklayer	499.20
Carpenter	499.20
Painter	499.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount per Week (\$)	Amount per week (\$)
1	4(ii)	Electrical Tradesperson	25.25/week	26.00/week
2	4(ii)	Possessing the NSW Electrical Mechanic's Licence	13.60/week	14.00/week
3	4(iii)	Tool Allowance	Per week	Per week
4		Bricklayer	10.10	10.70
5		Carpenter or Plumber	14.20	15.10
6		Painter or Signwriter	14.20	15.10
		Electrical or Metal Tradesman	10.60	11.20
7	4(iii)I	Leading Hands	Per week	Per week
8		In charge of 1-5 employees	18.60	19.20
9		In charge of 6-15 employees	26.90	27.70
		In charge of 16 or more employees	35.10	36.20
10	4(iii)J	Disability Allowance	34.20 /week	35.20 /week
11	5(ii)	First-aid allowance	1.90 /day	1.95 /day
12	5(iii)	Cleaning/repair of roofs & working in precipitator	0.64 /hour	0.66 /hour
13	5(iv)	Use of explosive powered tools	0.83 /hour	0.85 /hour
14	5(v)	Assist in alteration/repair to kilns/refractory work	1.31 /hour	1.35 /hour
15	5(vi)	Preparation/application to epoxy based materials	0.48 /hr	0.49 /hr
16	5(vi)	In building when airconditioning plant is not working	Additional 0.31 /hour	Additional 0.32 /hour
17	5(vi)	In close proximity to employees so engaged	0.37 /hour	0.38 /hour
18	5(vii)	Spray painting in other than a properly constructed booth	0.37 /hour	0.38 /hour
19	5(viii)	Employed upon any chokage (oil); required to open up soil/waste/drain pipe or scupper conveying offensive material	4.21 per day or part thereof	4.34 per day or part thereof
20	5(ix)	Electrical Tradesperson- fault finding, repair, testing at component level	3.85 /day	3.95 /day
21	5(xi)	Barring down quarry face on rope	2.72 /day	2.80 /day
22	23(i)	Meal Money (not notified)		
		Work overtime for more than two hours	8.10	9.00
23	23(i)	Work extends into second or subsequent break	8.10	9.00

NOTE: These allowances are contemporary for expense related allowances as at 30 March 2001 and for work related allowances 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 from the first full pay period to commence on or after 10 August 2001.

M. J. WALTON *J, Vice-President.*

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(501)

SERIAL C0885

MUSICIANS (LIVE PERFORMANCE) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by: The Musicians' Union of Australia, New South Wales District, industrial organisation of employees

(No. IRC 5135 of 2001)

Before the Honourable Justice Walton, Vice-President

30 August 2001

VARIATION

1. Delete subclause (i) of clause 4, Wage Rates - Weekly Employees, of the award made 24 August 2001, and insert in lieu thereof the following:
 - (i) The minimum weekly rates of pay for all employees as defined in this award shall be the hourly rate set out in Table 1 - Rates of Pay, of Part B, Monetary Rates (with effect from the dates specified in Table 1), multiplied by the number of hours worked with a minimum of three hours for each call.
2. Delete subclause (iii) of the said clause 4, and insert in lieu thereof the following:
 - (iii) The rates of pay in this award include the adjustments payable under the State Wage Cases of May 2000 and May 2001. These adjustments may be offset against:
 - (a) any equivalent over award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
3. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

	Wage rate (18 hour week) (\$)	Hourly rate of pay (\$)
Former Rate	340.90	18.95

Rate effective the first pay period to commence on or after 1 October 2001	355.90	19.70
Rate effective the first pay period to commence on or after 1 March 2002	368.90	20.50

Table 2A - Other Rates and Allowances

(Effective from the first pay period to commence on or after 1 October 2001)

Item No.	Clause No.	Brief Description	Amount (\$)
1	7 (vi) (a)	Doubling - if instrument supplied by musician	5.51 per instrument per call
2	7 (vi) (b)	Doubling - if instrument supplied by employer	5.51 per instrument per call
3	7 (vii)	Vocalist - additional amount per call	3.74 per call
4	7 (viii) (a)	Music - where weekly and part-time employee supplies his/her own	8.07 per call
5	7 (viii) (b)	Music - where casual employee supplies his/her own	2.69 per call
6	7 (ix)	Meal Allowance	5.30 per meal
7	7 (xi)	P.A. Allowance - Up to 100 watts Over 100 watts	7.52 13.75
8	17 (iii) (a)	Meal Allowance - when travelling	11.85 per day
9	17 (iii) (b)	Touring Allowance	4.17 per week
10	17 (iii) (c)	Travelling Allowance	8.34 per day
11	17 (vii)	Sunday Travel	13.91
12	17 (ix)	Vehicle Allowance	0.41 per km

Table 2B - Other Rates and Allowances

(Effective from the first pay period to commence on or after 1 March 2002)

Item No.	Clause No.	Brief Description	Amount \$
1	7 (vi) (a)	Doubling - if instrument supplied by musician	5.68 per instrument per call
2	7 (vi) (b)	Doubling - if instrument supplied by employer	5.68 per instrument per call
3	7 (vii)	Vocalist - additional amount per call	3.85 per call
4	7 (viii) (a)	Music - where weekly and part-time employee supplies his/her own	8.31 per call
5	7 (viii) (b)	Music - where casual employee supplies his/her own	2.77 per call
6	7 (ix)	Meal Allowance	5.93 per meal
7	7 (xi)	P.A. Allowance - Up to 100 watts Over 100 watts	7.75 14.16
8	17 (iii) (a)	Meal Allowance - when travelling	13.25 per day
9	17 (iii) (b)	Touring Allowance	4.30 per week
10	17 (iii) (c)	Travelling Allowance	8.59 per day
11	17 (vii)	Sunday Travel	14.33
12	17 (ix)	Vehicle Allowance	0.43 per km

4. This variation shall take effect from the first full pay period to commence on or after:

- (i) 1 March 2002 - in respect to Table 2B - Other Rates and Allowances, appearing in clause 3 of this variation; and
- (ii) 1 October 2001 - in all other respects.

M.J. WALTON *J, Vice-President.*

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(675)

SERIAL C0857

TRANSPORT INDUSTRY - RETAIL (STATE) AWARD 1999

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Transport Workers Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 5169 of 2001)

Before the Honourable Justice Walton, Vice-President

16 August 2001

VARIATION

1. Delete clause 4, Arbitrated Award Safety Nets and Further Claims, of the award published 15 September 2000 (318 I.G. 806), as varied, and insert in lieu thereof the following:

4. Arbitrated Award Safety Nets and Further Claims

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

PART B

MONETARY RATES

Table 1 - Wages (Division A - General Rates)

Classification	Rate per week \$
Transport Worker Grade One	468.40
Transport Worker Grade Two	482.00
Transport Worker Grade Three	491.40
Transport Worker Grade Four	499.60
Transport Worker Grade Five	522.70
Transport Worker Grade Six	528.00
Transport Worker Grade Seven	544.40

Transport Worker Grade Eight	574.90
Transport Worker Grade Nine	499.90

Table 2 - Allowances

Item	Clause	Description	Rate \$
1	9	Driving more than one horse	13.45 per horse
2	9	Removal and delivery of furniture, etc.	4.20 per day or part thereof
3	9	Wharves and railway yards	4.20 per day or part thereof

Table 3 - Wages (Clause 12 - Juniors)

Item	Clause	Age	Percentage of Transport Worker Grade One or Two
1	12	At 18 years of age	75
	12	At 19 years of age	85
	12	At 20 years of age	90

Table 4 - Additional Payments and Allowances

Item No.	Clause No.	Description	Rate \$
1	13(a)	Amount collected per week More than \$30 but not more than \$150	4.00 per week
2		More than \$150 but not more than \$250	5.70 per week
3		More than \$250 but not more than \$400	8.25 per week
4		More than \$400 but not more than \$600	12.05 per week
5		More than \$600	15.95 per week
6	13(b)(iv)(c)	Travelling and living away expenses	26.40 per day
7	13(b)(v)	Weekend / Holiday Expenses	24.50 per day
8	13(b)(vii)	Camping Out Allowance (Weekly)	56.90 per week
9	13(b)(vii)	Camping Out Allowance (less than 7 days)	8.30 per day
10	13(c)	Garaging or stabling	14.30 per week
11	13(d)	First Aid Officer	1.75 per day
12	15(l)(iii)	Minimum payable during a trial period	50.55 per week
13	17(a)(ii)	General Shops - Casual employees working on a Saturday: Engagements up to and incl. four hours - - Adult Employees - Employees under 21 years of age Engagements exceeding four hours - - Adult Employees - Employees under 21 years of age	4.95 per shift 3.30 per shift 10.10 per shift 5.55 per shift
14	17(a)(ii)	Special and Confection Shops - Casual employees working on a Saturday: - Adult Employees - Employees under 21 years of age	4.95 per shift 3.30 per shift
15	17(c)(ii)	Confection Shops finishing after 10pm.	1.40 per night
16	23(i)	Meal Allowance	7.70 per meal
17	23(ii)	Breakfast Allowance - (Confection Shops Only)	7.70 per meal

Table 5 - Long Distance Rates

Rate = 24.49 cents per kilometre

3. This variation shall operate from the beginning of the first pay period to commence on or after 19 December 2001.

M. J. WALTON *J, Vice-President.*

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(1361)

SERIAL C0867

ENTERTAINMENT AND BROADCASTING INDUSTRY - LIVE THEATRE AND CONCERT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Media, Entertainment and Arts Alliance New South Wales, industrial organisation of employees .

(No. IRC 6124 of 2001)

Before Commissioner McLeay

2 October 2001

VARIATION

1. Delete clause 17, Classifications and Wage Rates, of Part 5, Wages and Related Matters, of the award made 18 July 2001, and insert in lieu thereof the following:

17. CLASSIFICATIONS AND WAGE RATES

- 17.1 As from the first pay period on or after variation of this award, the minimum weekly rates of pay to be paid to an employee will be set out hereunder for the relevant classification level:

Classification level	Previous rate per week \$	State Wage Case of 2001 adjustment per week (\$)	Total minimum wage rate per week (\$)
Theatrical employee level 1 (Induction/Training)	400.40	13.00	413.40
Theatrical employee level 2	450.50	13.00	463.50
Theatrical employee level 3	471.35	13.00	484.35
Theatrical employee level 4	513.05	15.00	528.05
Theatrical employee level 5	533.90	15.00	548.90
Theatrical employee level 6	573.65	15.00	588.65
Theatrical employee level 7	613.35	17.00	628.35

- 17.2 Notwithstanding, an employee may be engaged and paid for work performed at a particular level, such engagement does not prevent the employee undertaking duties prescribed for lower classification levels during such engagement.
- 17.3 The rates of pay in this award include the adjustments payable under the State Wage Cases of 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.

- 17.4 Overaward payment is defined as the amount (whether it be termed overaward payment or by any other term whatsoever) of any payment made to an employee and which was not made in order to comply with this award.
2. This variation shall take effect from the first pay period to commence on or after 27 October 2001.

J. McLEAY, Commissioner.

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(541)

SERIAL C0872

POTATO CRISP 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 3739 of 2001)

Before Commissioner McLeay

2 July 2001

VARIATION

1. Delete subclause (v) of clause 5, Rates of Pay, of the award published 10 August 2001 (326 I.G. 1011), and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 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 Table 1 - Rates of Pay, and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Rates of Pay

(i) Adult Employees -

Classification	Base Rate \$	May 2001 SWC \$	Total Rate of Pay \$
Cook Grade 1, Extrusion Machine Operator Grade 1, Corn Chip Cook, Corn Preparation Operator (Arnotts)	521.40	15.00	536.40
Packing Machine Operator, Fork Lift Truck Driver (Arnotts)	519.00	15.00	534.00
Waste Water Treatment and Plant Operator (Arnotts)	525.90	15.00	540.90
Cook Grade 1, Extrusion Machine Operator Grade 1, Corn Chip Cook, Corn Preparation Operator	512.10	15.00	527.10
Packing Machine Operator, Fork Lift Truck Driver	509.70	15.00	524.70
Waste Water Treatment and Plant Operator	505.90	15.00	520.90
Cook Grade 2, Extrusion Machine Operator Grade 2, Other Machine Operator, Packet Weight Controller using calculator, Pallet Checker and Recorder and Palletiser, Wet End Attendant, Packaging Machine Operator (Training)	487.60	13.00	500.60
Person who, in the course of a shift, cleans toilets	479.60	13.00	492.60

Other employees not elsewhere classified	476.70	13.00	489.70
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Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Existing Allowance \$	2001 SWC Amount \$
1	5(ii)	Leading Hand Allowance	30.20 per week	31.10 per week
2	5(iv)	Team Leader - Arnotts Foods only	48.60 per week	50.00 per week
3	3(iii)	Afternoon Shift Allowance	68.30 per week	70.35 per week
4	3(iv)	Night Shift Allowance	135.70 per week	139.75 per week
5	8(vi)	Meal Allowance	6.55 per meal	7.25 per meal
6	16(iii)	First-aid Allowance	1.85 per day	1.90 per day

"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 to commence on or after the 24 July 2001.

J. McLEAY, Commissioner.

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(577)

SERIAL C0612**RESTAURANTS, &c., EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 5062 of 2001)

Before the Honourable Mr Justice Marks

13 August 2001

VARIATION

1. Delete Part B, Monetary Rates, of the award published 19 January 2001 (321 I.G. 759), as varied, and insert in lieu thereof the following:

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

Grade	Total Rate (\$)
1	420.30
2	437.30
3	462.90
4	481.60
5	516.00
6	556.60
7	577.90

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.

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount (\$)
1	7.1	Meal Allowance	7.50
2	14.2	Apprentice's Tool Allowance	0.57 per week
3	23.1	Laundry Allowance: - special clothing requiring ironing - special clothing not requiring ironing	2.30 per day max of 6.90 per week 1.30 per day max. of 4.00 per week

2. This variation shall take effect from the first full pay period on or after 18 August 2001.

F. MARKS *J.*

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(828)

SERIAL C0817

BREAD INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 3932 of 2001)

Before the Honourable Justice Schmidt

19 June 2001

VARIATION

1. Delete paragraph (b) of subclause (i) of clause 4, Rates of Pay and Allowances, of the award published 20 October 2000 (319 I.G. 505), as varied, 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:

any equivalent overaward payments; and/or

award wage increases since 29 May 1991 other than safety net, State Wage Case increases 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 \$
Bread Industry Employee Level 1	572.70	15.00	587.70
Bread Industry Employee Level 2	531.20	15.00	546.20
Bread Industry Employee Level 3	509.50	15.00	524.50
Bread Industry Employee Level 4	477.10	13.00	490.10
Bread Industry Employee Level 5	455.50	13.00	468.50
Bread Industry Employee Level 6	432.60	13.00	445.60

Table 2 — Other Rates And Allowances

Item No.	Clause No.	Brief Description	Amount Payable \$
1	2(v)(b) 4(vi)(g)(i)	Apprentices' Allowance: Stage 1 pass	4.80 per week

2	2(v)(c) 4(vi)(g)(ii)	Apprentices' Allowance: Completion of Course	13.70 per week
3	4(vi) (a) 1	Leading Operator: More than 4 employees	25.10 per week
4	4(vi) (a) 2	Leading Operator: Up to four employees	12.70 per week
5	4(vi) (b)	Heavy Vehicle Driving Allowance	
5.1	4(vi) (b) 1	Over 3 and up to 4.5 tonnes	3.20 per week
5.2	4(vi) (b) 2	Over 4.5 tonnes and up to 14.95 tonnes	25.00 per week
5.3	4(vi) (b) 3	Over 14.95 tonnes	33.00 per week
5.4	4(vi) (b) 4	Semi Trailer	59.40 per week
6	4(vi)(c)	Merchandiser Allowance	
6.1		Flat amount	12.90 per day
6.2		Variable amount	26 cents per Kilometre
7	4(vi)(d)	First-aid Allowance	11.20 per week
8	4(vi) (e)	Boiler Allowance	10.80 per week
9	4(vi) (f)	Meal Allowance	9.40 per meal

3. This variation shall take effect from the first pay period to commence on or after 9 August 2001.

M. SCHMIDT *J.*

Printed by the authority of the Industrial Registrar.

(329)

SERIAL C0802**FISH AND FISH MARKETING (STATE) CONSOLIDATED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 3762 of 2001)

Before Commissioner McLeay

2 July 2001

VARIATION

1. Delete subclause (vi) of clause 3, Rates of Pay, of the award published 8 December 2000 (320 I.G. 1139), as varied, and insert in lieu thereof the following:
 - (vi) 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 - Rates of Pay, and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Rates of Pay

Classification	Base rate \$	SWC 2001 \$	Total rate \$
Working Depot Foreperson 10+	499.90	15.00	514.90
Working Depot Foreperson - Other	485.90	13.00	498.90
Hands Unloading from Boats	466.00	13.00	479.00
Fork Lift Operator	457.20	13.00	470.20
Recorder	446.50	13.00	459.50
General Hand	436.10	13.00	449.10
Process Worker	423.70	13.00	436.70

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Existing Allowance \$	SWC 2001 \$
1	2(vii)	Hours (change of)	7.95 per day	8.20 per day
2	3(iii)	Pulling ice	1.70 per day	1.75 per day
3	3(iv)	Selling fish	11.45 per week	11.80 per week
4	3(v)	Ice-making operator	11.45 per week	11.80 per week
5	13	Meal Allowance - more than one hour's overtime	7.30 per meal	8.10 per meal
6	13	Meal Allowance - more than four hours' overtime	7.30 per meal	8.10 per meal

7	25	First-aid Allowance	1.95 per day or shift	2.00 per day or shift
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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 to commence on or after 24 July 2001.

J. McLEAY, Commissioner.

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(675)

SERIAL C0753**TRANSPORT INDUSTRY - RETAIL (STATE) AWARD 1999**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Transport Workers Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 2524 of 2001)

Before Commissioner Connor

19 June 2001

VARIATION

1. Delete subclause (iv) of clause 4, Arbitrated Award Safety Nets and Further Claims, of the award published 15 September 2000 (318 I.G. 806), as varied, and insert in lieu thereof the following:

4. Arbitrated Award Safety Nets and Further Claims

- (iv) The rates of pay in this award include the adjustments payable under the State Wage Case of June 1999 and May 2000. 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, and minimum rates adjustments.

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

PART B**MONETARY RATES****Table 1 - Wages (Division A - General Rates)**

Classification	Rate per week \$
Transport Worker Grade One	455.40
Transport Worker Grade Two	469.00
Transport Worker Grade Three	478.40
Transport Worker Grade Four	486.60
Transport Worker Grade Five	507.70
Transport Worker Grade Six	513.00
Transport Worker Grade Seven	529.40
Transport Worker Grade Eight	559.90
Transport Worker Grade Nine	486.90

Table 2 - Allowances

Item	Clause	Description	Rate \$
1	9	Driving more than one horse	13.05 per horse
2	9	Removal and delivery of furniture, etc.	4.10 per day or part thereof

3	9	Wharves and railway yards	4.10 per day or part thereof
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Table 3 - Wages (Clause 12 - Juniors)

Item	Clause	Age	Percentage of Transport Worker Grade One or Two
1	12	At 18 years of age	75
	12	At 19 years of age	85
	12	At 20 years of age	90

Table 4 - Additional Payments and Allowances

Item No.	Clause No.	Description	Rate \$
1	13(a)	Amount collected per week More than \$30 but not more than \$150	3.90 per week
2		More than \$150 but not more than \$250	5.55 per week
3		More than \$250 but not more than \$400	8.00 per week
4		More than \$400 but not more than \$600	11.70 per week
5		More than \$600	15.50 per week
6	13(b)(iv)(c)	Travelling and living away expenses	26.40 per day
7	13(b)(v)	Weekend / Holiday Expenses	24.50 per day
8	13(b)(vii)	Camping Out Allowance (Weekly)	56.90 per week
9	13(b)(vii)	Camping Out Allowance (less than 7 days)	8.30 per day
10	13(c)	Garaging or stabling	14.30 per week
11	13(d)	First Aid Officer	1.70 per day
12	15(l)(iii)	Minimum payable during a trial period	49.10 per week
13	17(a)(ii)	General Shops - Casual employees working on a Saturday: Engagements up to and incl. four hours - - Adult Employees - Employees under 21 years of age Engagements exceeding four hours - - Adult Employees - Employees under 21 years of age	4.80 per shift 3.20 per shift 9.80 per shift 5.40 per shift
14	17(a)(ii)	Special and Confection Shops - Casual employees working on a Saturday: - Adult Employees - Employees under 21 years of age	4.80 per shift 3.20 per shift
15	17(c)(ii)	Confection Shops finishing after 10pm.	1.35 per night
16	23(i)	Meal Allowance	7.70 per meal
17	23(ii)	Breakfast Allowance - (Confection Shops Only)	7.70 per meal

Table 5 - Long Distance Rates

Rate = 23.82 cents per kilometre

3. This variation shall operate from the beginning of the first pay period to commence on or after 19 June 2001.

P. J. CONNOR, Commissioner.

(580)

SERIAL C0822**RUBBER WORKERS (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 5080 of 2001)

Before Commissioner Tabbaa

14 August 2001

VARIATION

1. Delete subclause (b) of clause 9, Arbitrated Safety Net Adjustments, of the award published 13 July 2001 (326 I.G. 99), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 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.
2. Delete Appendix A - Wage Rates (Adults) and Appendix B - Allowances/Special Rates, and insert in lieu thereof the following:

APPENDIX "A"**WAGE RATES (ADULTS)****TABLE 1 — WAGE RATES**

Classifications	Former Award Wage Rate (per week) \$	Minimum Award Wage Rate (per week) SWC 2001 \$
Manufacturing/Production Employee Level 1	400.40	413.40
Manufacturing/Production Employee Level 2	417.00	430.00
Manufacturing/Production Employee Level 3	439.60	452.60
Manufacturing/Production Employee Level 4	460.50	473.50
Manufacturing/Production Employee Level 5	479.70	492.70
Manufacturing/Production Employee Level 6	492.20	507.20
Warehouse Worker Level 1	439.60	452.60
Warehouse Worker Level 2	460.50	473.50
Warehouse Worker Level 3	479.70	492.70
Warehouse Administration Officer	492.20	507.20

APPENDIX "B"

ALLOWANCES/SPECIAL RATES

Item No.	Clause No.	Subject	Amount
1	8(b)(i)	Leading Hand (3-10 employees)	\$18.75 per week
2	8(b)(ii)	Leading Hand (10-20 employees)	\$27.80 per week
3	8(b)(iii)	Leading Hand (more than 20 employees)	\$36.55 per week
4	14(b)	Handling Carbon Black	65 cents per hour
5	14(c)	Installing or repairing belting underground in mines	20 cents per hour
6	14(d)	Working in a confined space	42 cents per hour
7	14(e)	Hot places - 46.1 Co - 54.4 Co	35 cents per hour
8	14(e)	Hot places - more than 54.4 Co	41 cents per hour
9	14(f)	Processing free coal dust	29 cents per hour
10	15(b)	First-aid attendant	\$7.35 per week
11	23	Motor Vehicle Allowance	32 cents per km
12	25(a)	Meal Allowance	\$8.50 per meal
13	40(b)	Overalls Allowance	29 cents per day

3. This variation shall take effect from the first pay period commencing on or after 2 October 2001.

I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

BUILDING AND CONSTRUCTION INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 3614 of 2001)

Before the Honourable Justice Walton, Vice-President

6 July 2001

VARIATION

1. Delete the table appearing in clause 18.1.2(a), of clause 18, Classifications and Wage Rates, of the award published 31 August 2001 (327 I.G. 279), and insert in lieu thereof the following:

TRADESPERSONS				
Classification	Base Rate Per Week	Suppl. Payment Per Week	State Wage Case Adjustments	Total Weekly Rate
	\$	\$	\$	\$
Carpenter diver	489.80	52.10	88.00	629.90
Carver	395.90	52.10	90.00	538.00
Special Class Tradespersons	385.00	52.10	90.00	527.10
Letter Cutter	378.60	52.10	90.00	520.70
Marker or Setter Out	378.60	52.10	90.00	520.70
Signwriter	374.70	52.10	90.00	516.80
Carpenter and/or Joiner, Caster, Fixer, Floorlayer Specialist, Marble and Slateworker, Painter, Plasterer, Quarryperson, Roof Tiler, Slater Ridger or Roof Fixer, Shophand, Stonemason, Tilelayer, Hard Floor Coverer	365.20	52.10	90.00	507.30
Machinist	347.90	52.10	88.00	488.00
Plasterer/Terrazzo Assistant	335.10	52.10	88.00	475.20

2. Delete the table appearing in clause 18.1.2(b) and insert in lieu thereof the following:

LABOURERS				
Classification	Base Rate Per Week	Suppl. Payment Per Week	State Wage case Adjustments	Total Weekly Rate
	\$	\$	\$	\$
Group 1 Rigger, Dogger	362.30	52.10	88.00	502.40
Group 2 Scaffolder (as defined), Powder Monkey, Hoist or Winch Driver, Foundation Shaftsperson (as defined), Steel Fixer, including Tack Welder, Concrete Finisher (as defined)	346.70	52.10	88.00	486.80
Group 3	335.10	52.10	88.00	475.20

Bricklayer's Labourer, Plasterer's Labourer, Assistant Rigger (as defined), Assistant Powder Monkey (as defined) demolition work (after three months experience), Gear Hand, Jack-Hammerperson, Mixer Driver (concrete), Steel Erector, Aluminium Alloy Structural Erectors (whether prefabricated or otherwise), Gantry Hand or Crane Hand, Crane Chaser, Cement Gun Operator, Concrete Cutting or Drilling Machine Operator Concrete Gang including Concrete Floater (as defined), Roof Layer(Malthoid or similar material), Dump Cart Operator, Concrete Formwork Stripper				
Group 4	306.60	52.10	88.00	446.70
Builders' Labourers other than as specified in classifications (1), (2) and (3) of this paragraph				

3. Delete the table appearing in clause 18.1.2(d) Apprentices, and insert in lieu thereof the following:

(1) Carpenters, Joiners, Bricklayers, Painters, etc., Plasterers, etc., (other than fibrous plaster and gypsum plasterboard fixing or floorlaying), Slaters and Roof Tilers (4 year apprenticeship), Stonemasons and Tilelayers.

(i) Indentured Apprentices - The minimum rates of wages for four-year apprentices shall be as follows:

	Base Rate Per Week (\$)	Industry Allowance Per Week (\$)	Special Allowance Per Week (\$)	Total Per Week (\$)
1st Year	168.80	19.10	17.10	205.00
2nd Year	246.50	19.10	25.30	290.90
3rd Year	326.70	19.10	32.50	378.30
4th Year	382.60	19.10	38.70	440.40

(ii) Trainee Apprentices -

	Base Rate Per Week \$	Industry Allowance Per Week (\$)	Special Allowance Per Week (\$)	Total Per Week \$
1st Year	189.50	19.10	18.40	227.00
2nd Year	276.90	19.10	27.80	323.80
3rd Year	359.30	19.10	35.30	413.70
4th Year	403.50	19.10	40.10	462.70

(2) Fibrous Plaster and Gypsum Plasterboard Fixing or Floorlaying

(i) Indentured apprentices shall be as follows:

	Base Rate Per Week \$	Industry Allowance Per Week (\$)	Special Allowance Per Week (\$)	Total Per Week \$
1st Year	246.50	19.10	25.30	290.90

2nd Year	326.70	19.10	32.50	378.30
3rd Year	382.60	19.10	38.70	440.40

(ii) Trainee apprentices shall be as follows:

	Base Rate Per Week \$	Industry Allowance Per Week (\$)	Special Allowance Per Week (\$)	Total Per Week \$
1st Year	276.90	19.10	27.80	323.80
2nd Year	359.30	19.10	35.30	413.70
3rd Year	403.50	19.10	40.10	462.70

(3) Slaters and Roof Tilers - 3 Year Apprenticeship - The minimum rates of wages for three year apprentices shall be as follows:

(i) Indentured Apprentices

	Base Rate Per Week \$	Industry Allowance Per Week (\$)	Special Allowance Per Week (\$)	Total Per Week \$
1st Year	246.50	19.10	25.30	290.90
2nd Year	327.20	19.10	32.50	378.80
3rd Year	382.60	19.10	38.70	440.40

(ii) Trainee Apprentices

	Base Rate Per Week \$	Industry Allowance Per Week (\$)	Special Allowance Per Week (\$)	Total Per Week \$
1st Year	276.90	19.10	27.80	323.80
2nd Year	359.30	19.10	35.30	413.70
3rd Year	403.50	19.10	40.10	462.70

(4) Civil Engineering Construction Carpenters

	Base Rate Per Week \$	Industry Allowance Per Week (\$)	Special Allowance Per Week (\$)	Total Per Week \$
1st Year	205.60	19.10	20.00	244.70
2nd Year	293.10	19.10	28.10	340.30
3rd Year	363.50	19.10	35.30	417.90
4th Year	430.30	19.10	41.40	490.80

(5) Pilot Three Year Bricklayers' Course -

(a) These rates apply to apprentices who are engaged through the Master Builders' Association of New South Wales and the Housing Industry Group Apprenticeship Schemes and who are enrolled or to be enrolled in the pilot three year Technical and Further Education course.

(i) Indentured: The minimum rate of wages for three year apprentice bricklayers shall be as follows:

	Base Rate Per Week \$	Industry Allowance Per Week (\$)	Special Allowance Per Week (\$)	Total Per Week \$
1st Year				

1st six months	165.00	19.10	16.80	200.90
2nd six months	240.20	19.10	24.80	284.10
2nd Year	318.50	19.10	31.90	369.50
3rd Year	373.40	19.10	37.90	430.40

- (ii) Trainee Apprentices - The minimum rate of wages for three year apprentice bricklayers shall be as follows:

	Base Rate Per Week \$	Industry Allowance Per Week (\$)	Special Allowance Per Week (\$)	Total Per Week \$
1st Year				
1st six months	179.90	19.10	18.00	217.00
2nd six months	262.30	19.10	27.30	308.70
2nd Year	340.50	19.10	34.60	394.20
3rd Year	382.20	19.10	39.30	440.60

4. Delete the table appearing in clause 18.1.2(f), Adult Apprentices, and insert in lieu thereof the following:

- (1) Carpenters, Joiners, Bricklayers, Painters, etc., Plasterers, etc., (other than fibrous plaster and gypsum plasterboard fixing or floorlaying), Slaters and Roof Tilers (4 year apprenticeship), Stonemasons and Tilelayers.

The minimum rate of pay for adult apprentices undertaking an apprenticeship in the above trades shall be as follows:

- (i) Indentured Apprentices

	Base Rate Per Week \$	Industry Allowance Per Week (\$)	Special Allowance Per Week (\$)	Total Per Week \$
1st Year	279.70	19.10	17.10	315.90
2nd Year	279.70	19.10	25.30	324.10
3rd Year	330.60	19.10	32.50	382.20
4th Year	385.10	19.10	38.70	442.90

- (ii) Trainee Apprentices

	Base Rate Per Week \$	Industry Allowance Per Week (\$)	Special Allowance Per Week \$	Total Per Week \$
1st Year	279.70	19.10	18.40	317.20
2nd Year	282.20	19.10	27.80	329.10
3rd Year	362.90	19.10	35.30	417.30
4th Year	405.60	19.10	40.10	464.80

- (2) Civil Engineering Construction Carpenters - for adult apprentices the minimum rates shall be as follows:

	Base Rate Per Week \$	Industry Allowance Per Week (\$)	Special Allowance Per Week \$	Total Per Week \$
1st Year	279.70	19.10	20.00	318.80
2nd Year	296.70	19.10	28.10	343.90
3rd Year	367.00	19.10	35.30	421.40

4th Year	431.70	19.10	41.40	492.20
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- (3) Slaters and Roof Tilers - 3 Year Apprenticeship - for adult apprentices completing a three year apprenticeship the minimum rates shall be as follows:

(i) Indentured Apprentice:

	Base Rate Per Week \$	Industry Allowance Per Week (\$)	Special Allowance Per Week (\$)	Total Per Week \$
1st Year	279.70	19.10	25.30	324.10
2nd Year	330.60	19.10	32.50	382.20
3rd Year	385.10	19.10	38.70	442.90

(ii) Trainee Apprentice:

	Base Rate Per Week \$	Industry Allowance Per Week (\$)	Special Allowance Per Week (\$)	Total Per Week \$
1st Year	282.20	19.10	27.80	329.10
2nd Year	362.90	19.10	35.30	417.30
3rd Year	405.60	19.10	40.10	464.80

- (4) Fibrous Plaster and Gypsum Plasterboard Fixing or Floor Laying

(i) Indentured Apprentice:

	Base Rate Per Week \$	Industry Allowance Per Week (\$)	Special Allowance Per Week (\$)	Total Per Week \$
1st Year	279.70	19.10	25.30	324.10
2nd Year	330.60	19.10	32.50	382.20
3rd Year	385.10	19.10	38.70	442.90

(ii) Trainee Apprentice:

	Base Rate Per Week \$	Industry Allowance per Week (\$)	Special Allowance per Week (\$)	Total Per Week \$
1st Year	282.20	19.10	27.80	329.10
2nd Year	362.90	19.10	35.30	417.30
3rd Year	405.60	19.10	40.10	464.80

5. Delete the table appearing in clause 18.4, Leading Hands, and insert in lieu thereof the following:

Item No.	Description	Weekly Base	Amount per hour
(i)	In charge of not more than 1 person	12.20	0.33
(ii)	In charge of 2 and not more than 5 persons	26.90	0.73
(iii)	In charge of 6 and not more than 10 persons	34.30	0.93
(iv)	In charge of more than 10 persons	45.70	1.24

6. Delete the table appearing in clause 18.5, Foreperson - Bridge and Wharf Carpenter, and insert in lieu thereof the following:

	Per Week of 38 Hours \$
General or supervising foreperson	677.40
Subforeperson	638.40

7. Delete clause 19, State Wage Case Adjustments, and insert in lieu thereof the following:

19. STATE WAGE CASE ADJUSTMENTS

The rates of pay in this award include the adjustments payable under the State Wage Case 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.
8. Delete the amount of "\$18.50" appearing in subclause 24.1, Industry Allowance, of clause 24, Allowances, and insert in lieu thereof the amount of "\$19.10".
9. Delete the amount of "\$9.06" appearing in subclause 24.2, Underground Allowance, of the said clause 24, and insert in lieu thereof the amount of "\$9.33".
10. Delete the table appearing in clause 24.5.3 and insert in lieu thereof the following:

Floor Levels	Amount per hour extra \$
From commencement of building to fifteenth floor level	0.35
From sixteenth floor level to thirtieth floor level	0.42
From thirty-first floor level to forty-fifth floor level	0.65
From forty-sixth floor level to sixtieth floor level	0.82
From sixty-first floor level onwards	1.03

11. Delete the table appearing in clause 25.5 and insert in lieu thereof the following:

Height of Bracing	First Four Hours \$	Each additional Hour \$
0 - 15 storeys	3.12	0.65
16 - 30 storeys	4.03	0.83
31 - 45 storeys	4.74	0.97
46 - 60 storeys	7.79	1.61
greater than 60 storeys	9.93	2.05
solid plasterers when working off a swing scaffold	0.11 per hour	

12. Delete the table appearing in 25.15 and insert in lieu thereof the following:

	Amount per hour \$
Where the blocks weigh over 5.5 kg and under 9 kg	0.43
Where the blocks weigh 9 kg or over up to 18 kg	0.77
Where the blocks weigh over 18 kg	1.09

13. Delete the table appearing in clause 25.41, Table of Special Rates, and insert in lieu thereof the following:

Item	Clause No.	Description	Amount
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No.			\$
1	25.1	Insulation Work	0.53 p/h
2	25.2	Hot Work Between 46° and 54° Beyond 54°	0.43 p/h 0.53 p/h
3	25.3	Cold Work	0.43 p/h
4	25.4	Confined Space	0.53 p/h
5	25.6	Explosive Powered tools	1.02 p/d
6	25.7	Wet Work	0.43 p/h
7	25.8	Dirty Work	0.43 p/h
8	25.9	Towers Allowance Work above 15 metres Each further 15 metres	0.43 p/h 0.43 p/h
9	25.10	Toxic Substances Using toxic substances In close proximity	0.53 p/h 0.43 p/h
10	25.12	Materials containing asbestos	0.53 p/h
11	25.13	Furnace Work	1.14 p/h
12	25.14	Acid Work	1.14 p/h
13	25.16	Cleaning down brickwork	0.40 p/h
14	25.17	Bagging	0.40 p/h
15	25.18	Bitumen Work	0.53 p/h
16	25.19	Plaster or composition spray	0.43 p/h
17	25.20	Slushing	0.43 p/h
18	25.21	Dry polishing of tiles	0.53 p/h
19	25.22	Cutting tiles	0.53 p/h
20	25.23	Second hand timber	1.69 p/d
21	25.24	Roof repairs - Employees other than slaters and roof tilers	0.53 p/h
22	25.24(i)	Roof Repairs - Slaters and roof tilers Height over 15 metres	0.40 p/h
	25.24(ii)	35° pitch 40° pitch	0.53 p/h 0.77 p/h
23	25.25	Computing quantities	3.12 p/d
24	25.26	Height work - painting tradespersons	0.40 p/h
25	25.27	Height work - bridge and wharf carpenters 8 metres from ground, deck, etc. Each additional 3 metres	0.43 p/h 0.10 p/h
26	25.28	Grindstone Allowance	4.59 p/w
27	25.30	Certificate Allowance	0.43 p/h
28	25.31	Spray Application - painters	0.43 p/h
29	25.32	Cutting bricks	0.53 p/h
30	25.33(a)	District Allowances Districts west and north Western Division	0.64 p/d 1.04 p/d
31	25.33(b)	District Allowances NSW border to Dalgety	1.04 p/d
32	25.33(c)	District Allowances Road and bridge construction and repair	0.33 p/d
33	25.34	Pneumatic tools - stonemason	2.34 p/d
34	25.35	Asbestos Eradication	1.44 p/h
35	25.36	Laser safety officer	1.78 p/d
36	25.37	Illawarra road and general construction	0.43 p/h
37	25.38	Suspended Perimeter Work Platform	0.67 p/h
38	25.39	Labourers on refractory brickwork	3.21 per call back
39	25.40	First-aid Allowances	

	Minimum qualification	1.84 p/d
	Higher qualification	2.88 p/d

14. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July 2001.

M. J. WALTON *J, Vice-President.*

Printed by the authority of the Industrial Registrar.

(4145)

SERIAL C0533

BUILDING EMPLOYEES MIXED INDUSTRIES - 1996 WAGES ADJUSTMENT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 3614 of 2001)

Before the Honourable Justice Walton, Vice-President

6 July 2001

VARIATION

1. Delete paragraph (ii) of subclause (E) of the clause 4, Division I - Wages, of the award published 18 April 1997 (297 I.G. 1055), 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 (A) and Table (D), Builders' Labourers, appearing in Section I - Adults, of Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

(A)

	Carpenters and Joiners per week \$	Bricklayers per week \$
Basic Wage	121.40	121.40
Margin for Skill	245.90	245.90
Tool Allowance	19.70	14.00
Supplementary Payment (incl. ASNA)	38.20	38.20
SWC August 1997, June 1998, June 1999, May 2000, May 2001	82.00	80.00
Total	507.20	499.50

(D)	Builders' Labourers' -(incl. ASNA & SWC August 1997, June 1998 & June 1999, May 2000, May 2001)	Amount per week \$
1.	Rigger, Dogman	444.40
2.	Scaffolder (as defined), powder monkey, hoist or winch driver, foundation shaftman (as defined), concrete finisher (as defined), steel fixer, including tack welder	433.20
3.	Bricklayers' labourer, plasterer's labourer, assistant rigger (as defined), assistant powder monkey (as defined), demolition work (after 3 months experience), gear hand, pile driver (concrete), hammerman, mixer driver (concrete), steel erector, aluminum alloy structural erectors (whether prefabricated or otherwise), gantry hand or crane hand, crane chaser, cement gun operator, concrete cutting or drilling machine operator, concrete gang, including concrete floater (as defined), roof layer (malthoid or similar material), dump cart operator, underpinner, steel or bar bender to pattern or plan, concrete formwork stripper	421.00
4.	Builder's labourer employed on work other than that specified in (1) to (3) hereof	397.20* \$16.20 less than Award Class Rate

3. Delete Section II - Apprentices, of the said Table 1 and insert in lieu thereof the following:

II - Apprentices

(a) Carpenters, Joiners, Bricklayers - Indentured Apprentices -	Total per week (incl. ASNA & SWC August 1997, June 1998 & June 1999, May 2000, May 2001) (\$)
1st year	169.60
2nd year	247.80

3rd year	328.10
4th year	383.80
Trainee Apprentices -	
1st year	190.00
2nd year	278.20
3rd year	360.60
4th year	405.10
(b) Painters -	
Indentured -	
1st year	169.60
2nd year	247.80
3rd year	328.10
4th year	383.80
Trainee -	
1st year	190.00
2nd year	278.20
3rd year	360.60
4th year	405.10
(c) Plumbers -	
Indentured -	
1st year	171.00
2nd year	250.00
3rd year	329.40
4th year	387.40
Trainee -	
1st year	193.20
2nd year	281.10
3rd year	363.50
4th year	409.00

4. Delete Table 2 - Other Rates and Allowances, of the said Part B, and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	4(B)(1)(ii) 4(C)(a)(v)	Tool Allowance - Plumbers and Gasfitters Painters and Signwriters	19.70 4.90
2	4(B)(1)(iii)	Plumbers and Gasfitters - Registration Allowance	0.50 per hour
3	4(B)(2)	Ship's Plumber - in addition to Journeyman Plumber's hourly rate	0.21
4	4(B)(3)	Drainer - deducting from hourly rate of Journeyman Plumber	0.05
5	4(B)(3)	Industry Allowance	19.10 per week
		Deduction calculated on an hourly basis	0.50 per hour
6	4(B)(4)(i) 4(C)(vi)	Supplementary Allowance (incl. ASNA) - Journeyman Plumber Painter and Signwriter	120.00 per week 3.16 per hour 120.00 per week 3.16 per hour
7	4(B)(5)(i) (a) (b) (c)	Journeyman Plumber - when required to act on: Plumber's licence Gasfitter's licence Drainer's licence	0.67 per hour 0.67 per hour 0.57 per hour

	(d)	Plumber's and Gasfitter's licence	0.89 per hour
	(e)	Plumber's and Drainer's licence	0.89 per hour
	(f)	Gasfitter's and Drainer's licence	1.23 per hour
	4(B)(5)(ii)	Licensed Drainer	0.57 per hour
8	4(B)(5)(iii)	Ordinary hourly rates by adding to the hourly rate for Journeyman Plumber -	
	4(B)(5)(iii)(a)	Lead burner	0.54 per hour
	4(B)(5)(iii) (b)	Lead burner employed in chemical works	0.73 per hour
	4(B)(5)(iii) (c)(1)	Holder of Department of Industrial Relations Oxyacetylene or Electric Welding Certificate	0.40 per hour
9	4(B)(5)(iii) (c)(2)	Welding certificate in compliance with the A.S.C.B. 15 Parts 1 and 3 -	
		hourly rate	0.56
		minimum daily payment	4.36
10	4(B)(5)(iii)(d)	Required to compute quantities or make up estimates	0.43 per hour
11		Additional Hourly Rates -	
	4(C)(xiv)(f)	Signwriters	0.35 per hour
	4(C)(xiv)(g)	Marbler and Grainer - other than ship work	0.35 per hour
	4(C)(xiv)(h)	Ship Painter	0.28 per hour
	4(C)(xiv)(i)	Ship Painter - Casual (as specified)	10.42 per day
	4(C)(xiv)(j)	Signwriter - Grainer and Gilder on Ship Work	0.60 per hour
	4(C)(xiv)(l)(i)	Artworker - Grade 2	0.64 per hour
	4(C)(xiv)(l) (ii)	Artworker - Grade 1	0.34 per hour
12	4(D)	Disability Allowance engaged on maintenance	11.33 per week
		Engaged on work other than Maintenance	7.60 per week
13	5(ii)	Meal Allowance	8.30
	6(iv)(a)(iii)	Meal Allowance	8.30
14	6(iii)(b)	Distant Work Allowance (7 days)	303.00 per week
		Broken parts of the week	43.30 per day
15	6(iv)(b)	Return journey - cover costs from main	
		transport terminal to usual place of residence	15.30
16	6(viii)	Return journey home for weekend	25.70 for each occasion
17	7(i)	Reimbursement by employer for loss of tools or clothes	Maximum 1,146.00
18		Special Rates -	
	8(i)	Working with insulation material	0.53 per hour or part thereof
	8(ii)	Hot Work -	0.43 per hour or part thereof
		Between 46 and 54 degrees Celsius	0.53 per hour or part thereof
		Exceeding 54 degrees Celsius	0.53 per hour or part thereof
	8(iii)	Cold Work - by artificial means to less than 0 degrees Celsius	0.43 per hour
	8(iv)	Dirty Work	0.43 per hour
	8(v)	Cramped Work	0.53 per hour
	8(vi)	Towers Allowance -	0.43 per hour
		above 15 metres in height	0.43 per hour
		above each further 15 metres	0.43 per hour
	8(vii)	Wet Work	0.43 per hour
	8(viii)	Toxic Substances -	
	(a)	preparation and/or application	0.53 per hour
	(b)	when air-conditioning plant is not operating	0.35 per hour
	(d)	in close proximity to employees so engaged	0.43 per hour
	8(x)	Bricklayers laying blocks:	

	8(xi)	weighing over 5.5 kg and under 9 kg weighing over 9 kg and up to 18 kg weighing over 18 kg Swing Scaffold - first four hours or any portion thereof each hour thereafter	0.43 per hour 0.77 per hour 1.09 per hour 3.12 0.61
19	8(xii)	Asbestos Eradication	1.44 per hour
20	8(xvi) 8(xvii) 8(xviii) 8(xix)	Painters Only - Special Rates - Height Work Holder of scaffold certificate Spray allowance Power tools (painter)	0.40 per hour 0.43 per hour 0.43 per hour 0.43 per hour
21	8(xx) 8(xxi) 8(xxii) 8(xxiii) 8(xxv) 8(xxvi)	Plumbers Only - Special Rates - Work in connection with WCs, urinals, soil or waste pipes, where used principally by venereal patients in hospitals/ships Imperial Chemical Industries of Aust. & New Zealand Ltd. - Where chlorine gas and/or hydrogen sulphide gas are manufactured/handled Electric welding - (Other than 5(B)(5)(iii)(c)) Roof repair or any other work in excess of 12.2 metres from the nearest floor level Minimum payment Working at height of more than 12.2 metres where fixed support not less than 0.75 metres wide not provided Mandatory wearing of protective equipment whilst working with or in close	0.53 per hour 0.53 per hour 0.12 per hour 0.60 per hour 0.43 per hour
	8(xxvii)(a) (b) (c) 8(xxviii)	proximity to asbestos Working in - Districts west and north of and excluding State Highway No. 17 from Tocumwal to Gilgandra, to Tamworth, Yetman, Boggabilla, etc. Western Division of the State Area bounded by Snowy River to Dalgety, Berridale, Adaminaby, Blowering, Welaregang and on to the Murray River Working in slaughtering yards	0.53 per hour 0.71 per hour 1.14 per hour 1.14 per day or part thereof 0.29 per hour
22	8(xxix) 8(xxx) 8(xxxi) 8(xxxii) 8(xxxiii) 8(xxxiv) 8(xxxv)	Carpenters, Bricklayers, Joiners Only - Special Rates - Ship Repair Work Working on second-hand timber - damaged tools Roof work Acid work Cleaning down brickwork Bagging bricks or concrete structures Brick cutting machine	10.46 per week 1.69 per day 0.53 per hour 1.14 per hour 0.40 per hour 0.40 per hour 0.53 per hour
23	8(xxxvi)	Carpenters, Bricklayers, Joiners and Plumbers Only - Special Rates - Tunnel and shaft	0.53 per hour

	8(xxxvii) 8(xxxviii)	Furnace work Explosive-powered tools	1.14 per hour 1.02 per day
24	8(xxxix)	Carpenters, Bricklayers, Joiners and Painters Only - Special Rates - Regularly compute or estimate quantities of material	3.12 per day
25	9 (i) (ii) (iii) (iv) 9(v)(1) 9(v)(2)(a) 9(v)(2) (b) 9(v)(2) (c) 9(v)(2) (d) (vi)	Ships' Plumbers - Special Rates - Working in ballast, oil and side tanks Working in ships' bilges or under engine room or boiler room flooring Working in and around diesel engines Working in a confined space Working inside the hull, including the fin and external casings Torpedo tube compartments Ballast tank Oil tanks Below main floor plates in main/auxiliary machinery, acid and battery compartments Plumber in pipe laundry at Vickers Cockatoo Dockyard	0.53 per hour 0.40 per hour 0.40 per hour 0.53 per hour 0.66 per hour 1.18 per hour 1.18 per hour 1.18 per hour 1.18 per hour 0.83 per hour
26	10	Plumber employed upon chokages - required to open up any soil, waste or drain pipe conveying offensive material/sewerage	4.92 per day
27	11(iii)(b)	Ship Work - Special Places	0.40 per hour
28	11(iii)(c)	Insulations when granulated cork used	0.40 per hour
29	11(iv)	Remove bituminous compounds from woodwork - use of sanding machines	0.40 per hour
30		Employees of Cockatoo Docks and Engineering Co. P/L -	
	11(vi)(a) (b) 1. 2. 3. 4.	Work inside a submarine hull, including the fin and external casing Working in any of the following compartments - Torpedo tube compartments Ballast tanks Oil tanks Below main floor plates	0.68 per hour 1.11 per hour 1.11 per hour 1.11 per hour 1.11 per hour
31	12	Refractory Brickwork Allowance - Builder's labourer working on all acid- resisting brickwork Boilers, flues, furnaces, retorts and kilns	0.41 per hour 0.41 per hour
32	13	First-aid Allowance	1.84 per day
33	14(a) 14(b)	Leading Hands - Carpenters and Bricklayers - In charge of not more than 1 person In charge of 2 and not more than 5 persons In charge of 6 and not more than 10 persons In charge of more than 10 persons Plumbers - In charge of up to 2 journeymen In charge of 3-5 journeymen In charge of 5-10 journeymen In charge of over 10 journeymen	Rate per week extra 12.20 26.90 34.30 45.70 Rate per hour extra 0.58 0.70 0.89 1.14
	14(c)	Painters - In charge of 1-5 journeymen (and/or apprentices)	Per day Extra (\$) 5.36

		In charge of 6-15 journeymen (and/or apprentices)	6.72
	14(d)	In charge of more than 15 journeymen (and/or apprentices)	9.20
		Builders' Labourers -	
		In charge of not less than 2 and not more than 5 persons	22.29
		In charge of not less than 5 and not more than 10 persons	27.91
		In charge of more than 10 persons	37.68
34	16(i)	Apprentices' Tool Allowance -	
	(a)	Carpenter and/or Joiner	19.70 per week
	(b)	Bricklayer and Tuckpointer	14.00 per week
	(c)	Plumber	19.70 per week
	(d)	Painter	4.90 per week
35	17	Apprentices' Meal Allowance	8.30
36	18(i)	Apprentices - Special Rates Certificate Allowance -	
	(ii)	Scaffolding or rigging	
		Working in -	0.43 per hour
		Districts west and north of and excluding State Highway No. 17 from Tocumwal to Gilgandra, to Tamworth, Yetman, Boggabilla, etc.	0.71 per day
		Western Division of the State	1.15 per day
	(iii)	Area bounded by Snowy River to Dalgety, Berridale, Adaminaby, Blowering, Welaregang and on to the Murray River	1.15 per day or part thereof

5. This variation shall take effect from the beginning of the first pay period to commence on or after 10 August 2001.

M. J. WALTON *J, Vice-President.*

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(354)

SERIAL C0580**GLASS WORKERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 3614 of 2001)

Before the Honourable Justice Walton, Vice-President

6 July 2001

VARIATION

1. Delete subclause (3) of clause 51, Wages, of the award published 20 April 2001 (324 I.G. 84) and insert in lieu thereof the following:
 - (3) The rates of pay in this award include the adjustment 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 - Wage Rates and Table 2 - Other Rates and Allowances, and insert in lieu thereof the following:

TABLE 1 - Wage Rates

COMPETENCY LEVEL	Award Rate effective first full pay period commencing on or after 11 July 2000 \$	Award Rate increase effective first full pay period commencing 11 April 2001 (2nd 4% inc.) \$	Award Rate effective first full pay period commencing on or after 11 April 2001 \$	SWC 2001 \$	Award Rate effective first full pay period commencing on or after 11 July 2001 \$
ONE	381.20	15.20	396.40	13.00	409.40
TWO	403.10	16.10	419.20	13.00	432.20
THREE	412.80	16.50	429.30	13.00	442.30
FOUR	444.50	17.80	462.30	13.00	475.30
FIVE	465.10	18.60	483.70	13.00	496.70
SIX	485.90	19.40	505.30	15.00	520.30
SEVEN	506.70	20.30	527.00	15.00	542.00

TABLE 2 - Other Rates and Allowances**Work Related Allowances**

1. Call Out and Availability Allowance (Clause 10)

- (i) \$17.80
- (ii) \$60.30
- (iii) \$67.80
- (iv) \$75.30

2. Leading Hand (Clause 51)

- (i) 2 and up to 5 employees - \$4.48
- (ii) 5 and up to 10 employees - \$5.63
- (iii) more than 10 employees - \$7.56

3. Construction Work (Clause 15)

- (i) per day \$3.80
- (ii) per week \$19.00

4. Special Loading (Clause 51)

\$71.30

Expense Related Allowances

5. Meal Allowance (Clause 29)

- (i) \$8.75
- (ii) \$8.75

6. Country Work (Clause 17)

- (i) \$11.35
- (ii) \$53.30
- (iii) \$14.90

7. Compensation for Clothes & Tools (Clause 14)

\$1,146.00

8. Tool Allowance (Clause 49)

- (i) \$4.80 per week
- (ii) \$4.80 per week

9. Car Allowance per km (Clause 11)

\$0.69

10. First Aid Allowance (Clause 20)

\$1.98 per day

General Conditions (Clause 21)

11. Work at Height (Clause 21(1))

- (i) \$2.52
- (ii) \$2.52
- (iii) \$4.49
- (iv) \$8.47
- (v) \$2.87
- (vi) \$2.52
- (vii) \$2.20
- (viii) \$4.49
- (ix) \$8.47

12. Multi-storey Allowance (Clause 21(2))

- (i) \$0.33
- (ii) \$0.40
- (iii) \$0.61
- (iv) \$0.78
- (v) \$0.98

13. General (clause 21(3))

- (i) \$0.41
- (ii) \$0.49
- (iii) \$0.41 between 46°C and 54°C/\$0.49 exceeding 54°C
- (iv) \$0.41
- (v) \$0.49
- (vi) \$0.41

14. Collecting Monies (clause 21(3))

- (i) \$6.55

3. This variation shall take effect from the beginning of the first pay period to commence on or after 11 July 2001.

M. J. WALTON *J, Vice-President.*

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(046)

SERIAL C0586

JOINERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 3614 of 2001)

Before the Honourable Justice Walton, Vice-President

6 July 2001

VARIATION

1. Delete subclause (9.3) of clause 9, Rates of Pay, of the award made 28 June 2001, and insert in lieu thereof the following:
 - (9.3) 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

Broad Banded Group	Percentage	Former weekly Rate \$	State Wage case 2001 Adjustment \$	New weekly rate \$
Group 7	110	533.90	15.00	548.90
Group 6	105	513.10	15.00	528.10
Group 5	100	492.20	15.00	507.20
Group 4	92.4	460.50	13.00	473.50
Group 3	87.4	439.60	13.00	452.60
Group 2	82	417.00	13.00	430.00
Group 1	78	400.40	13.00	413.40

Rates of Pay - Junior Employees who work in association with adult employees -

Age	Base Rate per week \$	Industry allowance per week \$	Amount per week \$
At 16 years of age	174.30	19.10	193.40
At 17 years of age	213.20	19.10	232.30
At 18 years of age	251.60	19.10	270.70
At 19 years of age	309.70	19.10	328.80
At 20 years of age	348.60	19.10	367.70

Rates of Pay - Indentured Apprentices -

Year	Base rate Per week \$	Industry allowance Per week \$	Amount Per week \$
1st Year	188.10	19.10	207.20
2nd Year	254.90	19.10	274.00
3rd Year	333.60	19.10	352.70
4th Year	405.20	19.10	424.30

Rates of Pay - Trainee Apprentices -

Year	Base rate per week \$	Industry allowance per week (\$)	Amount per week \$
1st Year	210.20	19.10	229.30
2nd Year	282.70	19.10	301.80
3rd Year	366.20	19.10	385.30
4th Year	427.50	19.10	446.60

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	9.4	Leading Hands: In charge of not more than 1 person In charge of 2 and not more than 5 persons In charge of 6 and not more than 10 persons In charge of more than 10 persons	12.20 per week 26.90 per week 34.30 per week 45.70 per week
2	17	Industry Allowance	19.10 per week
3	18.1	Tool Allowance: Carpenter and/or Joiner, Shopfitter or Shopfitter and Joiner Carpenter and Joiner	19.70 per week 19.70 per week

		Joiner Special Class	19.70 per week
		Joiner - Setter Out	19.70 per week
		Joiner	19.70 per week
		Assembler A	5.80 per week
4	18.1	Shopfitter and/or Joiner Apprentices: Tool Allowance	19.70 per week
5	20.1(a)	Handling insulating material or working in its immediate vicinity.	0.53 per hour
6	20.1(b)	Working where temperature raised by artificial means to between 46 and 54 degrees Celsius Exceeding 54 degrees Celsius	0.43 per hour 0.53 per hour
7	20.1(c)	Working where temperature is reduced by artificial means to below 0 degrees Celsius	0.43 per hour
8	20.1(d)	Working in a confined space	0.53 per hour
9	20.1(e)	Engaged in unusually dirty work	0.43 per hour
10	20.1(f)	Whilst working with secondhand timber, an employee's tools are damaged by nails, dumps or other foreign matter	1.69 per day
11	20.1(g)	Required to compute or estimate quantities of materials in respect to work performed by other employees.	3.12 per day
12	20.1(i)	Using an explosive-powered tool	1.02 per day.
13	20.1(j)(iii)	Using toxic substances or like materials Working in close proximity to employees so engaged	0.53 per hour 0.43 per hour
14	20.1(k)	Using materials containing asbestos or working in close proximity to employees using such materials	0.53 per hour
15	20.1(l)	If a grindstone or wheel is not made available, the employer shall pay each joiner	4.59 per week
16	20.1(m) (iii)	Engaged in asbestos eradication	1.45 per hour
17	27	Meal allowance after working one and a half hours overtime	8.30
18	39.1	First-aid - Minimum qualifications	1.84 per day
19	41.2(a)	Maximum amount of reimbursement for loss of tools or clothes	1,146.00

3. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July 2001.

M. J. WALTON *J, Vice-President.*

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(4107)

SERIAL C0593

GOVERNMENT RAILWAYS (BUILDING TRADES - MAINTENANCE STAFF) - 1994 EXPENSE RELATED ALLOWANCES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 3614 of 2001)

Before the Honourable Justice Walton, Vice-President

6 July 2001

VARIATION

1. Delete subclause (vii) of clause 5, Rates of Wages, Tool and Special Allowances, of the award published 5 July 1996 (293 I.G. 831), 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 Table 1 - Rates of Pay, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Rates of Pay

Classification	Margin for skill per week \$	Tool Allowance per week \$	Special Allowance per week \$	Additional loading per week \$	Tradesmen's Allowance per week \$	SWC 2000 & 2001 \$	Total margin per week \$
Bricklayer	244.60	14.00	12.88	59.87	16.25	28.00	375.60

Carpenter and Joiner	244.60	19.70	12.88	59.87	16.25	28.00	381.30
Signwriter	254.40	4.90	12.88	59.87	16.25	28.00	376.30
Painter	244.60	4.90	12.88	59.87	16.25	28.00	366.50
Plasterer and Fibrous Plaster Fixer	244.60	16.20	12.88	59.87	16.25	28.00	377.80
Plumber and Gasfitter	247.70	19.70	12.88	59.87	16.25	30.00	386.40
Plumber examining electric car in workshop - Chullora	251.70	19.70	12.88	58.07	16.25	30.00	390.40

3. Delete Item Nos. 2, 3 and 4 of Table 2 - Other Rates and Allowances, of the said Part B, and insert in lieu thereof the following:

Item No.	Clause No.	Brief description	Amount \$
2	5(iii)	Allowance for leadburning for journeyman plumbers	0.50 per hour
3	5(iv)	Allowance for journeyman plumbers - (a) When required to act on his/her plumber's licence (b) When required to act on his/her gasfitter's licence (c) When required to act on his/her drainer's licence (d) When required to act on his/her plumber's and gasfitter's licence (e) When required to act on his/her plumber's and drainer's licence (f) When required to act on his/her gasfitter's and drainer's licence (g) When required to act on his/her plumber's, gasfitter's and drainer's licence (h) When required to act on pressure welding certificate	0.64 per hour 0.64 per hour 0.54 per hour 0.84 per hour 0.84 per hour 0.84 per hour 1.17 per hour 0.37 per hour
4	5(v)	Plumber and/or gasfitter and/or drainer who is required to be holder of a certificate of registration	0.48 per hour

4. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July 2001.

M. J. WALTON *J, Vice-President.*

(358)

SERIAL C0598

GOVERNMENT RAILWAYS (BUILDING TRADES - MAINTENANCE STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 3614 of 2001)

Before the Honourable Justice Walton, Vice-President

6 July 2001

VARIATION

1. Delete clause 6, Charge Hands, of the award published 15 July 1970 and reprinted 15 February 1984 (232 I.G. 1029), as varied, and insert in lieu thereof the following:

6. Charge Hands

Charge hand tradesmen shall be paid at the rate of the following amounts whilst so employed, in addition to rates of wages prescribed by clause 5, Rates of Wages, Tool and Special Allowances, for employees of the same classification, except in respect of the large construction project allowance:

	Per week
	\$
When in charge of not less than three and not more than ten employees	21.57
When in charge of ten and not more than twenty employees	32.19
When in charge of more than twenty employees	40.84

2. Delete subclauses (iii) and (xxii) of clause 7, Special Rates, and insert in lieu thereof the following:
 - (iii) Chokages -A plumber who is employed upon any chokage or oil chokage (other than domestic) and is required to open any soil pipe, waste pipe or drain pipe conveying offensive material, or scupper containing sewage, shall be paid an additional \$4.64 per day or part of a day thereof.
 - (xxii) Marking - Setting Out - A building tradesmen mainly employed marking and/or setting out work for other employees shall be paid an additional margin of \$16.85 per week
3. Delete Table 1 - Special Rates, and insert in lieu thereof the following:

Table 1 - Special Rates

Clause 7, Special Rates	SWC 2000
(i) Tunnels	0.35
(ii) Wet Places	0.44
(iv) Boilers, Flues, etc.	1.32
(v) Swinging Scaffolds - Thereafter Plasterers	3.20 0.66
(vi) Insulation	0.56
(vii) Hot Work - between 46-54 degrees Celsius exceeding 54 degrees Celsius	0.44 0.56
(viii) Confined Space	0.56
(ix) Roof Repairs	0.56
(x) Explosive Power	1.04
(xi) Height	0.44
(xii) Electric Welding	0.39
(xiii) Spray Application	0.44
(xiv) Computing Quantities	3.20
(xv) Obnoxious Substances - (a) (b) (d)	0.55 0.35 0.44
(xvi) Cleaning Brickwork	0.40
(xvii) Bricklayers - 5.5 - 9kg 9 - 18 kg Over 18.kg	0.44 0.78 1.12
(xix) Asbestos	0.56
(xx) Bagging	0.40
(xxi) Secondhand Timber	1.72

4. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July 2001.

M. J. WALTON *J, Vice-President.*

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(4039)

SERIAL C0606

PLANT OPERATORS ON CONSTRUCTION 1996 WAGES ADJUSTMENT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 3614 of 2001)

Before the Honourable Justice Walton, Vice-President

6 July 2001

AWARD

1. Delete subclause (ii) of clause 4, Wage Rates, of the award published 7 February 1997 (296 I.G. 281), as varied, and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include adjustments payable under the State Wage 2001. These adjustments may be offset against:
 - (a) any equivalent overaward payment; 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 — Rates of Pay, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 — Rates of Pay

Classification	Base Rate Per Week \$	Safety Net Adjustments (Incl. 2001 SWC) Per Week \$	Total Amount Per Week \$
Group A	392.80	88.00	480.80
Group B	410.60	88.00	498.60
Group C	426.50	90.00	516.50

Group D	433.90	90.00	523.90
Group E	442.60	90.00	532.60
Group F	448.00	90.00	538.00
Group G	457.20	90.00	547.20
Group H	469.60	88.00	557.60

3. Delete Table 2 — Other Rates and Allowances, and insert in lieu thereof the following:

Table 2 — Other Rates and Allowances

Item	Clause No.	Brief Description	Amount
No.			\$
1	4(i)(b)	Floating/mobile/other crane capacity adjustment	1.73
		for every 5 tonnes in excess of 20 tonnes	
2	4(vi)	Operator in charge of plant	11.95 per week
3	4(vii)(a)	Industry allowance	19.10 per week
4	4(vii)(b)	Employees working on civil and/or mechanical	18.50 per week
		Engineering projects	
5	4(vii)(c)	Employees engaged in waste disposal depots —	0.89 per hour
		disability allowance	
6	4(viii)	Leading Hands —	
		In charge of more than 2 and up to 5 employees	16.80 per week
		In charge of more than 5 and up to 10 employees	23.80 per week
		In charge of more than 10 employees	30.30 per week
7	4(ix)	Special allowance — Employees within A I & S,	0.68 per hour
		Port Kembla	
8	4(x)	Employees involved in road construction work in	0.43 per hour
		the Illawarra region near coal wash	
9	5	Meal allowance	8.30
		Each subsequent meal	6.75
10	6(iv)	Meal allowance — weekend overtime: NOTE:	—
		Reference to Item No. 10 deleted — see: IRC	—
		97/1252 (302 I.G. 377) —effective 22/8/97.	
11	7(i)(a)	Excess fares per day	12.60

		Small fares per day	4.80
	7(i)(b)	Travel pattern loading per week	7.25
12	7(iv)(a)	Travel in excess of 40 kilometres from the depot	
		— payment per kilometre	0.69 per km
		Minimum payment	12.60
	7(iv)(b)	Use of own vehicle	0.69 per km
	7(iv)(c)	Road escort — own vehicle	0.69 per km
	7(iv)(d)	Transfer — one job to another, own vehicle	0.69 per km
13	7(v)	Carrying of fuels, oils and/or grease	7.21 per day
14		Country Work Allowance —	
	8(iii)(a)	Unbroken week	303.00 per week
	8(iii)(b)	Broken week	43.30 per day
15	8(iii)(c) (1)	Travel allowance — weekend return	25.70 on each occasion
16	8(v)	Meal allowance whilst travelling	8.30
17	9(xv)(a)	Camping area — weekend return	25.70 on each occasion
18	10(ii)	Caravan allowance — Unbroken week Broken week	141.50 per week 20.20 per day
19	11(v)	First-aid allowance — Minimum qualification Higher first-aid certificate	1.84 per day 2.88 per day

4. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July 2001.

M. J. WALTON *J, Vice-President.*

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(4150)

SERIAL C0610

BUILDING CRANE DRIVERS (STATE) 1996 WAGES ADJUSTMENT AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 3614 of 2001)

Before the Honourable Justice Walton, Vice-President

6 July 2001

AWARD

1. Delete subclause (ii) of clause 3, Rates of Pay, of the award published 7 February 1997 (296 I.G. 271), 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 Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

Classification	Margin per week \$	Arbitrated safety net adjustments (incl. 2001 swc) \$	Total margin per week \$
Lofty Crane Driver	373.80	88.00	461.80

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4(a)-(f)	Industry Allowance	19.10 per week
2	5(i)	Travel allowance	11.80 per day

3	5(iii)	Travel within 50 km from depot	11.80 per day
4	5(viii)	Transfer of work sites	0.65 per km
5	5(ix)	Excess travel	0.35 per km
6	6	Travelling Time	8.55 per week
7	7	Meal Allowance	8.30 per meal
8	8	Meal Interval	8.30 per meal
9	9(ii)	Dirty work	0.43 per hour extra

3. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July 2001.

M. J. WALTON *J, Vice-President.*

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(084)

SERIAL C0611

BUILDING CRANE DRIVERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 3614 of 2001)

Before the Honourable Justice Walton, Vice-President

6 July 2001

AWARD

1. Delete clause 11, Multi-Storey Allowance, of the award published 13 July 1997 and reprinted 11 April 1984 (233 I.G. 283), as varied, and insert in lieu thereof the following:

11. Multi-Storey Allowance

An employee required to work on the construction of multi-storey buildings shall be paid as follows:

Where the control cabin of the crane is at a position on the -

4th floor level to the 10th floor level - \$0.39 per hour extra;

11th floor level to the 15th floor level - \$0.43 per hour extra;

16th floor level to the 20th floor level - \$0.50 per hour extra;

21st floor level to the 25th floor level - \$0.65 per hour extra;

26th floor level to the 30th floor level - \$0.77 per hour extra;

31st floor level to the 40th floor level - \$0.82 per hour extra;

41st floor level to the 50th floor level - \$0.95 per hour extra;

51st floor level to the 60th floor level - \$1.08 per hour extra;

61st floor level onwards - \$1.15 per hour extra;

2. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July 2001.

M. J. WALTON *J, Vice-President.*

Printed by the authority of the Industrial Registrar.

(301)

SERIAL C0614

ENGINE DRIVERS GENERAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 3614 of 2001)

Before the Honourable Justice Walton, Vice-President

6 July 2001

AWARD

1. Insert after subclause 5.3 of clause 5, Rates of Pay, of the award made 23 May 2001, the following new subclause 5.4:
- 5.4 The rates of pay in this award include the adjustments payable under the State Wage Case 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.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Wage Group	Rate Per Week Eff. 25/8/00 \$	State Wage Case 2000 Adjustment \$	Rate Per week Effective 25/8/2001 \$	SWC 2001 Effective 25/8/02	Total Award Wage Per Week \$
Level 13 -					
A	384.50	15.90	400.40	13.00	413.40
B	388.60	15.00	403.60	13.00	416.60
Level 12 -					
D	393.10	15.00	408.10	13.00	421.10
C	400.00	15.00	415.00	13.00	428.00
B	403.20	15.00	418.20	13.00	431.20
A	406.20	15.00	421.20	13.00	434.20
Level 11 -					
C	411.00	15.00	426.00	13.00	439.00
B	417.60	15.00	432.60	13.00	445.60
A	421.00	15.00	436.00	13.00	449.00

A(ii)	429.70	15.00	444.70	13.00	457.70
Level 10 -					
C	436.60	15.00	451.60	13.00	464.60
B	439.90	15.00	454.90	13.00	467.90
A	451.00	15.00	466.00	13.00	479.00
Level 9 -					
C	456.60	15.00	471.60	13.00	484.60
B	464.80	15.00	479.80	13.00	492.80
A	468.90	15.00	483.90	13.00	496.90
Level 8	479.40	15.00	494.40	15.00	509.40
Level 7	488.20	15.00	503.20	15.00	518.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 1999 Eff 25/11/99	SWC 2000 Eff 25/8/2001	SWC 2001 Eff 25/8/2002
1	5.1(d)	Mobile cranes - 2 or more forklifts/cranes engaged on any lift	1.79 p/d	1.85 p/d	1.91 p/d
2	6.1	Boiler cleaner allowance	0.98 p/h	1.01 p/h	1.04 p/h
3	5.2	Special work	0.11 p/h	0.12 p/h	0.12 p/h
4	5.3(a)	Attending to refrigerator compressors Attending to electric generator or dynamo exceeding 10 kW capacity In charge of plant	19.67 p/w 19.67 p/w 19.67 p/w	20.28 p/w 20.28 p/w 20.28 p/w	20.89 p/w 20.89 p/w 20.89 p/w
5	5.3(b)	Attending switchboard (350 kW or over)	6.09 p/w	6.28 p/w	6.47 p/w
6	5.3(c)	Ship repairing	7.68 p/w	7.68 p/w	7.91 p/w
7.	6.2	Cold Places	0.38/h	0.42 p/h	0.43 p/h
8.	6.3	Wet Places Allowance	0.38/h	0.42 p/h	0.43 p/h
9.	6.5	Construction Allowance	23.00 p/w	23.70 p/w	24.40 p/w
10.	6.6	Quarries Pty Ltd Allowance	0.38/h	0.42 p/h	0.43 p/h
11.	6.4	Dirty Work Allowance	0.38/h	0.42 p/h	0.43 p/h
12.	15.2	Stop-Start Engine Allowance	18.70 p/w	24.30 p/w	25.00 p/w
13.	23.3(a)	Overtime Meal Allowance	7.70 per occasion	8.30 per occasion	8.30 per occasion

3. This variation shall take effect from the beginning of the first pay period to commence on or after 25 August 2002.

M. J. WALTON *J, Vice-President.*

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(819)

SERIAL C0629**FURNITURE AND FURNISHING TRADES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 3614 of 2001)

Before the Honourable Justice Walton, Vice-President

6 July 2001

AWARD

1. Delete subclause 19.2, of clause 19, Weekly Wage Rates, of Part 5 - Wages and Related Matters, of the award published 22 December 2000 (321 I.G. 426), and insert in lieu thereof the following:

19.2 Rates of Pay -

Classification	Base Rate Per Week \$	State Wage Case 2000/2001 \$	Total Rate Per Week \$
Production Employees			
Level 1	385.40	28.00	413.40
Level 2	402.10	28.00	430.10
Level 3	424.60	28.00	452.60
Level 4	445.50	28.00	473.50
Furniture Tradesperson			
Level 1	477.20	30.00	507.20
Level 2	498.10	30.00	528.10
Level 3	537.80	30.00	567.80

2. Delete the last paragraph "Arbitrated safety net adjustment" of subclause 19.3, of the said clause 19, and insert in lieu thereof the following:

Arbitrated safety net adjustments

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.
3. Delete the reference rate appearing in subclause 19.4, Weekly Rates for Apprentices, and insert in lieu thereof the following:

19.4 Weekly Rates for Apprentices - The reference rate applying to this table is \$457.60.
 4. Delete subclause 24.2 and paragraph 24.3.1 of subclause 24.3 of clause 24, Allowances, and insert in lieu thereof the following:

24.2 Collection of Cash - Where a worker is required by the employer to collect cash in the course of normal

duties an additional allowance of \$2.85 per week shall be paid.

- 24.3.1 Where a worker is required by the employer to perform work which the employer and the worker agree is of a usually dirty or offensive nature, an additional allowance of 30 cents per hour shall be paid whilst so employed.
5. Delete subclauses 24.4, 24.5 and paragraph 24.6.1 and insert in lieu thereof the following:
- 24.4 Foreperson - Where a worker is appointed as a foreperson, an additional allowance of \$33.70 per week shall be paid.
- 24.5 First-aid Duties - Where an employer requires a worker to perform first-aid duties, an additional allowance of \$8.90 per week shall be paid.
- 24.6.1 Where a worker is required to install furniture, fittings or fixtures, carry out on site polishing, work at a customers premises or carry out any other work or duty away from the employers establishment, an additional installation allowance of \$18.25 be paid per week.
6. Delete subclause 24.7 and subclauses 24.10 and 24.11 and insert in lieu thereof the following:
- 24.7 Leading Hand -
- 24.7.1 Where a worker is appointed as a leading hand responsible for two to six workers, an additional allowance of \$12.60 shall be paid per week.
- 24.7.2 Where a worker is appointed as a leading hand responsible for 7 or more workers, an additional allowance of \$23.00 shall be paid per week.
- 24.10 Ship Building Allowance - Where a worker is working on shipping and/or ship building, an additional allowance of 32 cents shall be paid per hour.
- 24.11 State Government Workers - Where a worker is employed by a State Government instrumentality, an additional allowance of \$5.05 shall be paid per week.
7. This variation shall take effect from the beginning of the first pay period to commence on or after 29 November 2001.

M. J. WALTON *J, Vice-President.*

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(677)

SERIAL C0930**TRANSPORT INDUSTRY (STATE) AWARD**

Erratum to Serial B9022 published 20 April 2000

(315 I.G. 192)

(No. IRC 6475 of 1998)

ERRATUM

1. For Item 26 appearing in Table 7 - Allowances, of Part B, Monetary Rates, of the award, substitute the following:

Item	Clause	Brief Description	Rate \$
26	2.13.2	Carrying goods - upstairs	1.14 per tonne

2. For Item 1 appearing in Table 8 - Travelling and Living away Allowances (Clause 7), of the said Part B, substitute the following:

Item	Clause	Brief Description	Rate \$
1	7.4.3	Overnight Expenses	28.60 per day

T. E. McGRATH, Industrial Registrar.

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