



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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(747)

SERIAL C0703**FOOD PRESERVERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 5767, 5769, 5771 of 1999 and 5286 of 2000)

Before the Honourable Justice Marks

31 July 2001

REVIEWED AWARD**Arrangement****PART A**

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- 40. Supported Wage
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PART B

MONETARY RATES

Table 1 - Wages

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PART A

1. TITLE

- 1.1 This award shall be known as the Food Preservers (State) Award.

2. DEFINITIONS

For the purposes of this award unless a contrary intention appears

- 2.1 "Adult employee" means an employee of the age of 18 years or more.
- 2.2 "Assistant syrup maker" means an employee engaged in the making of syrup who is not responsible for achieving the required final strength of the syrup to be used. Provided that an employee who is engaged merely in unloading sugar from bags to syring tanks shall not be classified as an assistant syrup maker.
- 2.3 "Box or case repairer and/or maker" means an employee who repairs and/or makes wooden boxes, cases, crates, trays, slides, skips and/or pallets for use in the employer's own business.
- 2.4 "Carton assembler by hand" does not include an employee forming or partially forming single retail-pack size cartons or products.
- 2.5 "Employee" means a person or one of the classes of persons performing any of the kinds of work covered by this award who may be employed by an employer.
- 2.6 "Employer" means an employer upon whom this award is or becomes binding.
- 2.7 "Labelling machine operator" means an employee operating a continuous flow horizontal labelling unit on cans or jars or a bottle labelling machine affixing two or more labels to such bottles.
- 2.8 "Leading hand" means an adult employee appointed as such by the employer who, while working under supervision, gives instructions to and/or is responsible for work done by other employees.
- 2.9 "Open or closed pan cooker" means an employee responsible for the cooking of jams, sauces of all descriptions, cordials, toppings, pickles, soups and other similar classes of formulated products.
- 2.10 "Quality checker" means an employee performing duties that do not come within those of any classification either under this award or under any other award who is engaged in testing of raw materials, products in process or containers on line or in an area adjacent thereto in accordance with pre-determined routine procedures and the recording of such results.
- 2.11 "Pedestrian fork lift operator" means an employee operating (from a standing position) a self powered fork lift appliance designed to lift, elevate, move and stack pallets. This definition specifically excludes

- stillage trucks or other appliances designed to lift and move a pallet or pallets within 30 cm of floor level.
- 2.12 "Season" means in respect of work directly associated with or forming part of the preparation of the initial, continuous processing of seasonally grown items covered by this award -
- 2.12.1 peas: October 1 to the following April 30;
- 2.12.2 citrus fruits (concentrated juice): June 1 to the following January 31;
- 2.12.3 asparagus: September 1 to the following March 31;
- 2.12.4 beans: from November 1 to the following May 31;
- 2.12.5 tomatoes: December 1 to May 31;
- 2.12.6 Items other than those specified above - 1 December to the following 30 April, provided that as to the processing of apples and beetroot the season shall be extended to 31 August in New South Wales; provided further that any seasonally grown item, other than apples and pears, which is stored by any means whatsoever and is not prepared or processed continuous with the harvesting season shall not be included.
- 2.13 "Winter season" means the period from May 1 to the following July 31 in respect of the processing of the following items: Sprouts, broccoli, cauliflower, celery, sweet corn, carrots, swedes, white turnips, silver beet, cabbage, parsnips and potatoes, whether such items are processed in a deep-frozen, canned or dehydrated form: Provided that this definition shall not prevent any such items being processed as seasonal vegetables under definition 2.12.6.
- 2.14 "Storeman and packer" means an employee in a store or in any place where goods are handled for the purpose of being received, stored or despatched, who is engaged in -
- 2.14.1 packing, assembling, collecting, recording or checking goods or materials in course of receipt or dispatch, or
- 2.14.2 packing from dockets for dispatch;
- For the purpose of this award -
- (A) A storeman and packer shall be so classified Subject to that the employee may be under the orders of a superior who does not devote the whole of their time to supervising storing and packing work.
- (B) "Storeman and packer" does not include an employee who in the course of manufacture merely encloses goods in the uniform containers in which such goods are ordinarily sold by the manufacturer, nor a packer who nails, uses staples or seals such containers, nor an employee who merely loads or unloads goods already packed into or from trucks, wagons or bulk containers, or on or from pallets.
- 2.15 "Syrup maker of multi-strength syrups" means an employee who is ordinarily required to make more than one strength of syrup during the course of a day or shift and who achieves the required final strength of the solution to be used.
- 2.16 "Syrup maker (other) or brine maker" means an employee who -
- 2.16.1 is ordinarily required to make a uniform-strength syrup and who achieves the required final strength of such syrup; or
- 2.16.2 makes brine and achieves the required final strength thereof.

- 2.17 "Union" means the Automotive, Food, Manufacturing, Engineering and Printing Kindred Industries Union, New South Wales Branch - Confectionery and Food Division.
- 2.18 "Weighbridge attendant" means an employee engaged in the operation of a weighbridge on the receiving, checking, weighing (gross and net weights), recording and tabulating of quantities of various types of raw and processed material delivered to the factory for subsequent processing: Provided that such definition shall not include an employee engaged in the abovementioned operations merely involving deliveries associated with transfer between different factories and/or stores of the one employer.

3. WAGES AND CLASSIFICATIONS

3.1 Adults -

- 3.1.1 Subject to the exceptions and exemptions prescribed in this clause an adult employee in a classification or class of work specified in the table set out in 3.1.2 shall be paid at the respective award wage rate per week assigned to that classification or class of work set out in Table 1, of Part B under the heading "Award rate per week".
- 3.1.2 Composition of Groupings - Adult employees shall be classified in groupings as provided in Table 1 of Part B and such classified groupings shall consist of the following designated classifications of labour -

3.2 Group 1 -

1. Evaporator operator (tomato paste).
2. Retort or autoclave operator.
3. Storeman and packer in charge of a place in which the employee is the only adult storeman and packer engaged therein and who is responsible for stock and the execution of orders.
4. Spaghetti maker.
5. Deep fry cooker.

3.3 Group 2 -

1. Assistant vinegar brewer.
2. Ingredients mixer operator using silent cutter.
3. Preserver of cherries, citrus peel and/or vegetable by syruping or brining (including the making of such syrup or brine when such is performed directly in association with the operation).
4. Cereal filling and packing line operator.
5. Potato mash dryer operator.
6. Hydrostatic steriliser operator.
7. Controller of crystallisation operation (not including cherry and/or mixed peel preparation).
8. Open or closed pan cooker (as defined).
9. Cereal cooker.
10. Storeman and packer (as defined).
11. Employee in charge of prunes or tree fruits.
12. Employee in charge of dehydrators.
13. Dehydration tunnel operator.
14. Dough or paste maker by machine other than for pie products.
15. Rotary coil operator (tomatoes).
16. Quality checker (as defined).

3.4 Group 3 -

1. Inspector of fruit or vegetable for acceptance or rejection.

2. Filling and closing machine operator, i.e., employee operating automatic polythene or cellophane pack type unit and hesser filling and closing machine.
3. Assembler and weigher of ingredients for cooked products (other than jam).
4. Weighbridge attendant (as defined).
5. Labelling machine operator.
6. Potato mash cooking and preparation line operator.
7. Evaporator operator (other than tomato paste).
8. Trimmer by hand of uncooked meat.
9. Syrup maker of multi-strength syrups (as defined).
10. Bulk fruit bin maker and/or repairer.
11. Filling and closing machine operator, i.e., employee operating automatic polythene pack type unit for frozen products.
12. Pedestrian forklift driver (as defined).

3.5 Group 4 -

1. Flour sifter operator.
2. Weigher and recorder of asparagus, peas from viner or bulk dehydrates product from drying bins.
3. Blancher operator.
4. Meat ball forming machine operator.
5. Pulping machine operator (tomato products).
6. Lye peeler operator.
7. Automatic consumer carton forming and glue sealer machine operator.
8. Syrup maker (other) or brine maker (as defined).
9. Continuous flow freezing tunnel operator.
10. Preparer of cherries for syruing.
11. Quality grader and receiver of asparagus, pears and/or peaches.
12. Centrifuge operator.
13. Steam injector operator on continuous flow cooking.
14. Filling and closing machine operator responsible for packaging products in cans, jars, bottles or single unit serves.
15. Feeding into and/or taking away from retorts.
16. Automatic carton forming, casing and sealing machine operator.
17. Inspector of frozen processed products immediately prior to packaging.
18. Sachet filling and closing machine operator.
19. Controller of battering and/or crumbing of meat and/or fish products.
20. Filling and closing machine operator, i.e., employee operating automatic cardboard pack type unit for frozen goods.
21. Trimmer by hand of cooked meat.

3.6 Group 5 -

1. Driver of factory electric truck or factory mechanical sweeper.
2. General hand assisting in cooking of hot preparation.
3. Weighbridge attendant other than as defined.
4. Steriliser by open pan or tank.
5. Dehydration preparation line operator (root vegetables).
6. Sweeper and/or boxperson in pea-vining station.
7. Pea washer operator.
8. Plate freezer operator.
9. Meat receiver recorder in meat canning factory.
10. Loader by hand of frozen goods in refrigerated vehicle.
11. Mixing and/or blending machine operator.
12. Steam peeler operator.
13. Oven cooker and serviceperson on dim sim preparation line.
14. Cleaner of machinery, equipment, vats and the like (not applicable to cleaning factory floor, warehouse or store cleaning).
15. Employee unloading and handling potatoes in bulk store.

16. Meat cutter operator by hand saw and/or guillotine.
17. Carton former operator.
18. General hand assisting on continuous flow rotary fruit cooker.
19. General hand engaged in loading, unloading, tipping, storing or preparing of citrus peel or vegetables in acidic brine
20. Knife or circular blade sharpener.
21. Pea forker by hand or grab.
22. Shaker and/or rumbler operator in pea vining.
23. Assistant spaghetti maker.
24. Box or case repairer and/or maker (as defined).
25. Weigher or recorder of meat or vegetables in raw or processed form (other than asparagus, peas or bulk dehydrated products from drying bins)
26. Unloader by hand of frozen goods from bulk bins.
27. Unloader by hand of citrus peel or cherries from syruping vats.
28. Unloader of meat in meat preparation area.
29. Supplier of cooked meat and/or poultry to trimmers.
30. Closer operator on canned products other than in can making.
31. Meat slicer or mincer operator.
32. Size grader operator.
33. Assistant syrup maker (as defined).
34. Feeder of stillages to slitting machine in can making.
35. Employee engaged in the juice making section working on or about a fruit press in processes associated with the extraction of fruit juices
36. Feeder of meat or fish product to forming machine.
37. Frozen meat or fish disintegrator or emulsifier operator.
38. Gas pack operator on dehydrated products.
39. Potato piler operator in bulk store.
40. Busse loader operator.
41. Shrink wrap packaging operator.
42. Rotary cooler operator on jam and/or spread making.
43. Closer operator (jars or bottles).
44. Packer of clear mixed pickles into glass jars.
45. Unloader or weigher of bulk-frozen product for dehydration.

3.7 Group 6 -

3.7.1 Sub-Group A -

1. Controller of flow of fruit, vegetables or containers to preparation, syruping and/or filling lines.
2. Corn sieving machine operator.
3. Pre-heater operator in fruit canning.
4. Filler operator (cans, jars or bottles).
5. Dicer, cutter or fruit stoning machine operator on fruit or vegetables.
6. Bottle, jar or equipment washing machine operator.
7. Shaker and/or rumbler operator other, i.e., operator of automatic root vegetable peeler or grape declusterer.
8. Wooden bulk bin tipping and/or bulk bin filling machine operator.
9. Carton sealing machine operator.
- 9A. Carton sealing machine operator other than sealing with self-adhesive tape.
10. Remover of lids from compounding machine, press, machine and/or drying oven in can making.
11. Pedestrian electric truck operator.
12. Busse unloader operator.
13. Can opener by machine (A 10 type can only).
14. Palletising or depalletising machine operator.
15. Hoist operator.
16. Sealing machine operator on 4.5 to 18.2 litre cans.
17. Casing machine operator.

18. Towveyor attendant.
19. Employee engaged in cutting or pulping lemons, pineapples, oranges or grapefruit by hand.
20. Pourer out or filler or stirrer of jam, soup, chutney, pickles, pulp or other hot preparations by hand.
21. Loader of dehydration trays to trucks.
22. Feeding peach pitting, apple or pear preparing or apricot slitting machine piecemeal by hand.
23. Can or jar tapper.
24. Trimmer and/or inspector of onions and/or horseradish or feeder of onion peeling machine piecemeal by hand
25. Dicer and/or shredder operator.
26. Pastry roller machine operator.
27. Operator of automatic cellotape type carton sealing machine.
28. Bag sewing machine operator.
29. Feeding on to a moving belt tins of preserved products weighing collectively over 2.7 kg.

3.7.2 Sub-Group B - Subject to the operation of State laws relating to safety, junior employees may be employed upon the following classifications -

1. Wheeler of loaded stillages into and out of freezing chamber.
2. Unloader of processed material from dehydration trays.
3. Loader or unloader of goods in warehousing not elsewhere classified.
4. Stacker on pallets of filled cartons and/or 2.3 to 18.2 litres filled containers.
5. Tank attendant (tomato evaporator or bean blancher).
6. Bulk dumper by hand.
7. Waste disposal unit attendant.
8. Hand truck wheeler.
9. Filler by hand of 18.2 litre container of hot preparations.
- 10 Recorder of pallets of processed goods, empty wooden bulk bins and lug boxes or raw material to production line.
- 11 Hand solderer other than in can making.
- 12 Unloader of lambs' tongues from salt brine solution.
- 13 Assistant to plate freezer operator.
- 14 Loader of dehydration trays on filling lines.
- 15 Dump rig employee in freezing chamber.
- 16 Unloader by hand from conveyor or machine not elsewhere classified.
- 17 Material washer operator (other than pea cleaning).
- 18 Remover by hand of pallets from depalletiser other than in can making.
- 19 Supplier of fruit to pieceworkers.
- 20 Clutchperson on peach preparation machine.
- 21 Filler and/or unloader of retort baskets by hand.
- 22 Filler and/or unloader of retort baskets by hand - A10 cans or larger.
- 23 Unloader of empty jars or bottles from containers and/or washing machines.
- 24 Employee engaged in peeling melons.
- 25 Feeder by hand of raw or processed material to preparation and/or filling machine (not elsewhere classified).
- 26 Check weigher.
- 27 Raker or forker of filled cans to pallets.
- 28 Feeder of machine, piecemeal by hand other than elsewhere specified.
- 29 Washer of movable hoppers.
- 30 Carton sealer by hand.
- 31 Can or jar tapper.
- 32 Size grader machine attendant.
- 33 Supplier of product to hand fillers of consumer packs.
- 34 Lumper other than in a storage and dispatch area.
- 35 Market attendant on asparagus canning line.
- 36 Label inspector immediately after labelling.

- 37 Strapper of palletised cartons.
- 38 Assistant to controller of flow fruit, vegetables or container to preparation, syruping and/or filling lines.
- 39 Trimmer or cutter of fruit or vegetables by hand.
- 40 Wiper of 4.5 to 18.2 litre cans after filling.
- 41 Sampler of peas for testing by tenderometer or maturometer.
- 42 Dump rig employee other than in freezing chamber.
- 43 Sample card distributor on fruit receiver.
- 44 Carrier of trays by hand of filled material.
- 45 Feeder by hand of unformed cartons to automatic carton forming and casing machine, pallets to depalletiser and empty cans to races and/or fillers.
- 46 Remover of waste material.
- 47 Can, bag or carton stenciller.
- 48 Bulk bin filler in freezing chamber.
- 49 Pre-heater attendant in fruit canning.
- 50 Washer of empty raw material containers.
- 51 Consumer pack filler by hand.
- 52 Packer by hand of filled and processed product in cartons.
- 53 Cartons assembler by hand (as defined).
- 54 Cleaner of factory floors, warehouse or stores.
- 55 Inspector of filled cans before closing.
- 56 Dry spaghetti packer by hand.
- 57 Feeder of potatoes to forming machine piecemeal by hand.
- 58 Inspector of empty cans, jars or bottles immediately before filling.
- 59 Bulk filler by hand of potato crisp type, mixed peel or crystallised cherry products
- 60 Can opener by hand.
- 61 Raker or forker of cans to pallets and/or races.
- 62 Filler and/or unloader of retort baskets by hand other than A10 cans or larger.
- 63 Spreader of product material on dehydration trays.
- 64 Loader by hand of trays of filled material or prepared product.
- 65 Feeding into and/or taking away piecemeal by hand from labelling machine if not in immediate charge of machine operation.
- 66 Trimmer, sorter, inspector, grader, dicer, and/or cutter by hand of fruit or vegetables in preparation other than elsewhere classified.
- 67 Closer by hand of jars or bottles.
- 68 Filler of consumer packs by hand (including spaghetti filling) other than elsewhere classified or packer by hand of filled and processed product in cartons
- 69 Carton assembler by hand (as defined).
- 70 Dough breaker.
- 71 Filler by hand, folder by hand and/or automatic scale inspector of frozen bulk pack.
- 72 Cap feeder attendant.
- 73 Feeder of consumer packs to filling machine or heat-sealing machine piecemeal by hand.
- 74 Weigher of glazed and/or crystallised products for consumer pack filling.
- 75 Feeder of empty containers to races and/or conveyors other than by raking or forking where such containers are subsequently washed, inspected, preheated and/or filled (including unloader of jars from continuous sterilising tunnel).
- 76 Washer of pulp tins, cans and/or glass containers.
- 77 Labeller and/or repairer by hand of cartons and/or containers on line.
- 78 Consumer pack carton assembler (hand).
- 79 Filler by hand of cold preparations (2.3 to 18.2 litre containers).
- 80 Feeder by hand of raw materials to preparation machine.
- 81 Unloader by hand of product material from machine and/or conveyor.
- 82 Feeder of formed cartons to casing machine operator and/or packer by hand of jars or bottles.
- 83 Pastry former.
- 84 Employees engaged on dim sim forming line.
- 85 Employee coding, wiping, glueing, sealing and/or stencilling of cartons and/or consumer packs by hand.

- 86 Feeder of unformed consumer packs to automatic carton forming machine (piecemeal by hand).
- 87 Feeder of sachet packets to automatic filling machine (piecemeal by hand).
- 88 Feeder of consumer packs to automatic cellophane wrapping machine.
- 89 Inspector of berry punnets.
- 90 General hand, i.e., adult employee engaged on work not elsewhere classified for adults.

- 3.8 Type of Forklift - rates of pay as set out in Table 1, of Part B.
- 3.9 Juniors - The weekly rate for the purposes of clause 8, Junior Employees, of this award, shall be the appropriate percentage of the Base Rate prescribed in this clause for the classification specified.

4. RATES OF PAY

- 4.1 Adult employees shall be paid in accordance with the rates prescribed in Table 1 - Wages, and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. Junior employees shall be paid an amount in accordance with clause 8, Junior Employees, and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, of this award.
- 4.2 Leading Hands - In addition to the appropriate weekly wage prescribed in this clause for the highest classified employee directly under their control and for whom they are responsible, an adult employee employed as a leading hand (as defined) shall be paid the further amounts set out in Item 1 of the said Table 2, such rates to be payable for all purposes of the award. The amounts as set out in Item 1 of Table 2 shall be added to the rates set out in the said Table 1.

5. CONTRACTS OF EMPLOYMENT

- 5.1 Types of Employment - An employer may employ persons covered by this award under one of the following types of contracts of employment.
 - 5.1.1 Permanent Employees - employed on a permanent basis in which employment shall be terminated by one week's notice on either side given at any time during the week or by the payment or forfeiture, as the case may be, of one week's ordinary wages except as provided by 5.3.1 and 5.6.
 - 5.1.2 Seasonal Employees - employed on a two-day basis only during the season (as defined), including the winter season (as defined), in which case employment shall be terminated by two days' notice on either side, given at any time during the day, or by the payment or forfeiture, as the case may be, of two days' ordinary wages except as prescribed by 5.5.1 and 5.7.1.
 - 5.1.3 Short Term Employees - employed for a limited period of less than 12 months duration. On engagement the employer shall notify the employee of the estimated duration of the employment period.
 - 5.1.4 Casual Employees - employed on a casual basis only during the season (as defined), excluding the winter season (as defined), in which case employment shall be terminated by one hour's notice on either side given at any time or by the payment or forfeiture, as the case may be, of one hour's ordinary pay at the casual rate then applying. The rate of pay for a casual employee shall be as prescribed by 5.10.

Subject to the provisions of 5.4.1, the employment of a casual outside any season can be:

- (a) by agreement between the employer and casual employee concerned: or
- (b) at the request of an employer to the union for agreement (where such agreement is requested, the union shall not unreasonably withhold its consent).

- 5.1.5 Sick Leave and Annual Leave Entitlement - Permanent, seasonal and short term employees shall be entitled to annual leave and sick leave in accordance with the provisions of clause 20, Annual Leave and clause 21, Sick Leave.
- 5.2 Statement of Class of Employment - Upon commencing any engagement for an employer, the employee shall be given a statement in writing by the employer notifying which class of engagement the employee is being employed on and containing the appropriate terms of such engagement as provided for in this clause.
- 5.3 Termination of Employment During the First Week - Employment may be terminated by one hour's notice on either side at any time during the first week of employment or the payment or forfeiture, as the case may be, of one hour's ordinary pay at the rate then applying. Provided that where the employer terminates the employment during the first week of engagement and such termination is for a reason other than those prescribed in 5.4.1, the employee shall be paid casual rates for all work done by the employee.
- 5.4 Termination of Employment Without Notice -
- 5.4.1 Subject to the respective notices of termination specified in 5.1 and 5.3, an employer shall have the right to instantly dismiss any employee without notice for gross misconduct, in any of which cases, wages shall be due only up to the time of dismissal at the rate then applying.
- 5.4.2 In the event of an employee being summarily dismissed, such employee shall be given a written statement of the reason for such dismissal on the day of such termination or it shall be forwarded to the employee by post on the next ordinary working day.
- 5.4.3 At the request, made within 28 days of the termination of employment, by an employee, other than a casual employee, whose services are terminated by the employer for any reason other than those mentioned in 5.4.1 the employer shall give a statement in writing that the termination was not made for any of those reasons.
- 5.5 Work to Continue During Period of Notice - An employee who has given or been given the required notice of termination of employment under this clause shall continue at work until the expiration of such notice, unless absent with reasonable cause (proof of which shall be upon the employee), failing which the employee shall be deemed to have abandoned the employment from the commencement of such absence and shall not be entitled to payment for work done during the period of the required notice.
- 5.6 Termination - Sick Leave, Annual Leave and Bereavement Leave - No employee shall give or be given notice whilst the employee is absent from work on account of paid sick leave in accordance with clause 21, Sick Leave, on account of annual leave in accordance with clause 20, Annual Leave, and on account of bereavement leave in accordance with clause 24, Bereavement Leave, of this award.
- 5.7 Termination by Mutual Agreement - Nothing in this clause shall prevent a mutual agreement being reached between an employee and the employer for the required notice of termination of employment to be waived or reduced.
- 5.8 Deduction of Wages - An employer may deduct wages for any day on which the employee has not commenced work and on which the employee cannot be usefully employed because of any strike by any other employees who are members of the Union and further employees not attending for duty shall, except as provided by clauses 18, Holidays, and 21, Sick Leave, lose their pay for the actual time of non-attendance.
- 5.9 Terms of Transfer of Employees -
- 5.9.1 At the end of the season, an employer may transfer a seasonal employee to employment as a permanent employee.
- 5.9.2 When the season commences, an employer may transfer a permanent employee with less than one month's continuous service to employment as a seasonal employee to process peas, asparagus, citrus fruits (concentrated juice) or apples.

- 5.9.3 Any transfer made under the provisions of this subclause shall not terminate the employment or break the continuity of employment of the employee so transferred, and the employee shall be then given a statement by the employer of the terms of the employee's new class of engagement as provided in 5.2.

5.10 Casual Rates of Pay -

- 5.10.1 Ordinary Hours - For work performed during ordinary hours casual employees on day work shall be paid at a rate 20 per cent more per hour than the equivalent of the weekly rates prescribed for work of the class performed by them.

- 5.10.2 Shift Rates - Casual employees on shift work shall be paid for ordinary hours at the appropriate rates prescribed in 5.10.1, plus 15 per cent thereof for afternoon shift work, plus 30 per cent thereof for night shift.

- 5.10.3 Saturdays, Sundays and Holidays - Overtime - The rates of pay for casual employees for overtime or for work on Saturdays, Sundays and holidays shall be time and a half or double time, double time and a half, or treble time, as appropriate, in accordance with clauses 12, Overtime - Rates and Conditions, and 19, Sunday and Holiday Rates, calculated as to casual day workers or day-shift workers on one-fortieth of the appropriate weekly rate for the work; for such work by a casual employee on afternoon or night shift the rates ascertained for day workers or day shift workers shall have added to them in the case of afternoon shift 15 per cent or in the case of night shift 30 per cent.

- 5.10.4 Minimum Payment - Subject to 5.7, and unless instantly dismissed earlier for a reason mentioned in 5.3, a casual employee for any ordinary working day or shift upon which the employee is notified to work shall be entitled to a minimum payment as for two hours' work. Where work is required on a Saturday or Sunday or holidays by a casual employee, the employee shall be entitled to the same minimum periods of payment as are provided for permanent or seasonal employees in the same circumstances.

- 5.11 Notice to Work - A casual employee shall be notified at the end of the day's work or shift whether their services will be required for work on the following day or shift.

6. PROHIBITION OF OUTDOOR AND/OR CONTRACT WORK

- 6.1 No employers shall give out work or permit work to be performed by an employee at any place other than a registered factory; and no employee shall perform work for any employer at any place other than a registered factory.
- 6.2 An employee shall not perform work by contracting, sub-contracting, sub-letting or other similar systems.

7. SPECIAL RATES

- 7.1 In addition to the rates of pay prescribed elsewhere in this award for any class of employee, the following extra rates shall be paid for the time an employee is working in the circumstances specified hereunder:
- 7.2 Wet Places - An employee (other than a cleaner of machinery, equipment, vats and the like) working in any place where the employee's clothing or footwear becomes wet shall be paid an amount as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, such extra rate to continue for all time that the employee is required to work in wet clothing or footwear; provided that such extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear. All protective footwear supplied to an employee under this subclause shall, if previously worn by another person, be properly sterilised before being issued to that employee.

- 7.3 Dirty Work - Cleaning Railway Trucks - An employee shall not be required to load or stack goods into a railway van which is in a dirty or offensive condition. An employee may be required to clean out a railway truck or railway van which is in such a condition, and whilst so employed shall be paid an amount as set out in Item 3 of Table 2, with a minimum payment therefore on any day as also set out in Item 3.
- 7.4 Heavy Weights - An employee required to lift, carry or stack by hand crates, cases, tubs or other containers of goods or commodities of any description weighing over 40.8 kg for more than half an hour continuously - an amount as set out in Item 4 of Table 2.
- 7.5 Carton Stacking - An employee required to work singly packing-off from one or more labelling lines when the weight of each carton is 22.7 kg or more - an amount as set out in Item 5 of Table 2.
- 7.6 Cold Temperatures - Any employee required to work in cold temperatures shall be paid extra rates as follows, whilst in temperatures -
- 7.6.1 between 7 degrees and minus 1 degree Celsius (inclusive) - an amount as set out in Item 6 of Table 2;
- 7.6.2 between minus 2 and minus 18 degrees Celsius (inclusive) - an amount as set out in Item 7 of Table 2;
- 7.6.3 below minus 18 degrees Celsius - an amount as set out in Item 8 of Table 2.
- 7.7 The appropriate extra hourly rate shall be paid for any hour or part of an hour during which the employee is working in the temperature ranges prescribed above: Provided that if during any hour the employee works in more than one temperature range, the employee shall be entitled for that hour only to the rate applicable for the lower or lowest temperature range in which the employee has worked.
- 7.8 Pea-vining Stations -
- 7.8.1 An employee at a pea-vining station who is required to live away from home in the course of that employment shall be paid, in addition to the wage rates prescribed by this award, such allowance as will be sufficient to meet the cost of reasonable board and lodging.
- 7.8.2 An employee engaged on or about a pea-vining machine or station (not including a mobile pea-viner) which is located away from the processing factory shall receive an additional amount as set out in Item 9 of Table 2.
- 7.9 Rates Not Subject to Penalty Additions - The extra hourly rates herein prescribed shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty additions.
- 7.10 Fumigation Gas - An employee using methyl bromide gas in fumigation work shall be paid a special rate as set out in Item 10 of Table 2.

8. JUNIOR EMPLOYEES

- 8.1 Junior employees employed on any classification other than as prescribed in sub-group B of Group 6 of 3.7.2 of clause 3, Wages and Classifications, shall be paid the appropriate adult rate of pay for such classification.
- 8.2 The minimum rates of wages for a junior employee employed on a classification prescribed in sub-group B of Group 6 of 3.7.2 of clause 3, Wages and Classifications, shall be 75 per cent of the weekly wage of such group.
- 8.3 The calculation of rates and wages pertaining to the above percentage shall be made in multiples of 5 cents, amounts of 2 cents or less shall be taken to the lower multiple and amounts in excess of 2 cents shall be taken to the higher multiple.

9. MIXED FUNCTIONS

- 9.1 The employer may require an employee to temporarily perform work other than that for which the employee was engaged or on which the employee is usually employed under this award: Provided that such an employee shall not suffer any reduction in the rate of pay for the work or classification upon which the employee is usually employed unless or until the terms and conditions of employment of the employee are altered by the same notice given by the employer as is required in this award in cases of termination of employment.
- 9.2 Where an employee is required under 9.1 to temporarily perform other work and that work is classified by this award at a higher rate of pay or (in respect of any classification not provided in this award) is classified at a higher rate of pay under any other award, binding upon the employer in respect of that work, the employee shall be paid for the whole of the time employed on such work at the rate of pay prescribed for such higher classification; Provided that such employee shall be paid at the rate of such higher classification for the whole of the day if such work is performed for over two ordinary hours on any day and for the whole of the week if such work is performed for over twenty ordinary hours in any week.
- 9.3 An employee temporarily placed on other work under 9.1 shall, if such work is classified under this award at a higher rate of pay, be entitled to the conditions of employment applicable to such higher classification; but if the employee is temporarily placed on work other than that mentioned in this subclause, the conditions of employment under this award applicable to the employee's usual classification or class of work shall continue to apply.
- 9.4 Where any employee is placed on other work under 9.1, and such work is performed continuously over a period in excess of four weeks or where such employee is relieving for a period of annual leave, whichever is the longer, such employee shall not suffer a reduction in the rate pursuant to this clause except by the same notice given as required in the award in cases of termination of employment.

10. HOURS OF WORK

- 10.1 The ordinary hours of employment shall be 40 per week.
- 10.2 Except for shift workers, the ordinary hours of employment shall be worked in five days of not more than 8 hours continuously (except for breaks for meals) between 7 a.m. and 5.30 p.m. on Mondays to Fridays inclusive.
- 10.3 The daily starting and finishing times for day work shall be fixed by the employer within the spread of hours prescribed by 10.2 and shall not be altered except on one week's notice or, during the season, two days' notice, given to the employee.
- 10.4 An employee on day work or day shift may be transferred to an afternoon or night shift on at least 48 hours' notice by the employer. Where an employee is so transferred without at least 48 hours' notice, any shift or part thereof worked by him without that notice shall, for the purpose of this clause, be deemed to be part of the employee's ordinary 40 hours of employment. Such work shall be paid for at an extra half rate for the first 3 hours and an extra full rate thereafter on a daily basis in addition to the employee's ordinary rate of pay and appropriate shift penalties.

11. SHIFT WORK

- 11.1 Subject to 11.4 an employer may require any employee to perform a week's work on shift work of five shifts of 8 hours each. Such shifts shall be worked between 11 p.m. on a Sunday and 8 a.m. on the following Saturday.
- 11.2 Shift Rates - Except where a higher rate of pay is provided under clause 19, Sunday and Holiday Rates, for work on a Sunday or holiday, payment for any afternoon shift shall be at ordinary time plus 15 per

cent, and for any night shift shall be at ordinary time plus 30 per cent: Provided that as to casual employees on shift work, 5.10.2 shall apply.

- 11.3 Meal Breaks on Shift Work - A meal break of thirty minutes shall be allowed to shift workers on all shifts, other than day shift, to be taken as nearly as possible in the middle of the shift. Where three shifts (day, afternoon and night) are worked, the time of such meal break shall be counted and paid for as time worked.
- 11.4 Definitions of Shift Work -
- "Day shift" shall not commence before 7 a.m.
- "Afternoon shift" means any shift finishing after 6 p.m. and at or before midnight.
- "Night shift" means any shift finishing after midnight and at or before 8 a.m.
- 11.5 Restrictions - Under 18 years - No employee under the age of 18 years shall be employed on night shift.
- 11.6 Alteration - Times of Duty - The commencing and finishing times of shift work shall be fixed by the employer and shall not be altered except on one week's notice or, during the season, two days' notice, given to the employee.
- 11.7 Shift - Transfers - An employee on afternoon or night shift may be transferred to day work, day shift or another shift or on at least 48 hours' notice by the employer. Where such an employee is so transferred without at least 48 hours' notice, any day or shift or part thereof worked by the employee without that notice shall, for the purpose of this clause, be deemed to be part of the employee's ordinary 40 hours of employment. Such work shall be paid for at extra half-rate for the first 3 hours and an extra full rate thereafter of a daily basis in addition to the employee's ordinary rate of pay and shift penalties, if applicable.

12. OVERTIME

- 12.1 Subject to the other provisions of this clause and subject further to clause 19, Sunday and Holiday Rates, overtime shall be paid to employees (other than casual employees) at the following rates:

12.1.1 Day Workers (Other than on Piecework) Monday to Friday Inclusive

For all time worked before 7 a.m. or after 5.30 p.m. or before the fixed starting time or after the fixed finishing time on any day, Monday to Friday inclusive, or in excess of 8 ordinary hours on any such day - time and one-half for the first three hours and double time thereafter, such double time to continue until the completion of the overtime work.

12.1.2 Saturday

For all time worked on a Saturday until noon - time and a half for the first three hours and double time thereafter, and after noon - double time.

Dayworkers on Piecework - The foregoing provisions for day workers shall apply to pieceworkers on day work on the basis of one and one-half and double piecework rates being respectively payable in place of time and one-half and double time.

12.1.3 Shift Workers (Other than on Piecework) -

- (a) For all time worked before the fixed starting time of any shift or after the fixed finishing time of any shift or in excess of 8 hours on any shift, or in excess of 40 ordinary hours on shift in any week - time and one-half for the first three hours and double time thereafter, plus, for all such overtime, 15 per cent of ordinary time if on afternoon shift or 30 per cent of ordinary time if on night shift. Such entitlements shall continue until the completion of overtime work.

- (b) Where work commences on a Saturday, until noon - time and one-half for the first three hours and double time thereafter up to noon, plus for all such work 15 per cent of ordinary time if on afternoon shift; and after noon - double time, plus 15 per cent of ordinary time if on afternoon shift or 30 per cent of ordinary time if on night shift.

12.2 Day's Work - to Stand Alone - Except as otherwise provided in 12.1 and 12.3, in calculating overtime each day's work shall stand alone.

12.3 Eight Hours' Break After Overtime -

12.3.1 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.

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

12.3.3 If, on the instructions of the employer, such an employee resumes or continues work without having had such eight consecutive hours off duty, the employee shall be paid at double rates until the employee is released from duty for such period, and the employee shall then be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

12.4 Minimum Payment on Saturday - In the case of an employee on day work being notified to work overtime on a Saturday or being notified to work overtime on a Saturday and on reporting for duty is advised that their services are not required, the employee shall be paid as for a minimum of two and one-half hours' work calculated at the rate of time and one-half until 12 noon and at double time thereafter, subject to the rate of double time applying when an employee is notified to report for work at 12 noon or later.

The provisions of the foregoing paragraph shall also apply to an employee on shift work, except that the minimum payment for afternoon or night shift employees shall be as for two and one-half hours' work at double time plus 15 or 30 percent, respectively, of ordinary time.

12.5 Call Back -

An employee recalled to work overtime after leaving their employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time the employee is so recalled, provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside their ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of 12.3 of when the actual time worked is less than three hours on such recall or on each of such recalls.

12.6 Requirement to Work Reasonable Overtime -

An employer may require any employee to work reasonable overtime, including work on Saturdays and Sundays, at overtime rates, and such employee shall work overtime in accordance with such requirement: Provided that no junior employee under the age of 18 years shall be required or permitted to work for more than 12 hours (exclusive of meal-breaks) after commencing work on any day.

Provided further that during the season weekend work shall be arranged by the employer to allow, whenever possible, an average of one Saturday or Sunday free of duty in every two weekends.

13. MEAL BREAK AND ALLOWANCES

- 13.1 Subject to the provisions of this clause, no day work or day shift employee shall work for more than five and a half hours without a break for a meal, which break shall be 30 minutes except where the employer and the majority of employees covered by this award agree to a break of not more than one hour nor less than 30 minutes.

Provided that, where a system of 12-hour days or shifts is worked, no employee shall work for more than six hours without a break for a meal.

- 13.2 13.2.1 The time of taking a scheduled meal break or rest break by one or more employees may be altered by an employer with 24 hours notice if it is necessary to do so in order to meet a requirement for continuity of operations.
- 13.2.2 An employer may stagger the time of taking a meal break and rest break to meet operational requirements.
- 13.3 No additional tea or meal break shall apply where a day work or day shift employee finishes work for the day not later than 1.5 hours after the end of the employee's ordinary hours on any ordinary day or at that time on a Saturday, Sunday or holiday.
- 13.4 No midday meal break shall apply where a day work or day shift employee finishes work for the day at or before 12.30 p.m. on a Saturday, Sunday or holiday.
- 13.5 In the case of shift workers, when working overtime including a Saturday, Sunday or holiday shift, a further meal break of 30 minutes shall be allowed at the end of such shift where more than 1.5 hours' further work is to be performed. Such further meal break shall be paid for as time worked.
- 13.6 13.6.1 For work performed by a day worker or day shift worker during the employee's recognised midday meal break on any ordinary day, time and a half rate shall apply until a meal break is allowed or until cessation of ordinary hours on the day, whichever is the earlier. Provided that the employer shall not be obliged to pay such overtime rates to an employee working through the employee's recognised meal break when that employer grants to the said employee an earlier meal break commencing not more than 30 minutes before the employee's recognised meal break.
- 13.6.2 Where a day worker or day shift worker is required to work on a Saturday, Sunday or holiday, the employee shall be notified by the employer on the preceding actual working day of the time that the midday meal break will be taken.
- 13.6.3 For work performed by a day worker or a day shift worker on a Saturday, Sunday or holiday during such notified midday meal break, the rate of pay then being received by the employee shall be increased by one-half until a meal break is allowed or until work ceases for the day, whichever is the earlier.
- 13.6.4 Provided that the employer shall not be obliged to pay such additional rate to an employee working through the employee's notified meal break where that employer grants to the said employee an earlier meal break commencing not more than 30 minutes before the employee's notified meal break.
- 13.7 13.7.1 Where a day-work or day-shift employee is required and does in fact work for more than 9.5 hours on any day, such employee shall either be supplied by the employer with a meal consisting of two courses, one of which shall be a hot meat (or fish) and vegetables or be paid an amount as set out in Item 11 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

13.7.2 Should such an employee refuse to work a minimum of two hours' overtime or additional overtime (as the case may be), if so required by the employer, the employee shall forfeit any right to payment of a meal allowance.

13.7.3 Payment of such meal allowance shall not apply in the case of an employee living within a walking distance of not more than half a mile from the place of employment, if one hour is allowed as time for a meal.

- 13.8 Meal or Meal Allowances - Shift Workers - The provisions of 13.7.1 and 13.7.2 shall also apply to a shift worker other than a day-shift worker, if the employee is required to and does in fact work for more than nine and a half hours on any day or if such employee performs an additional four hours of work after the nine and a half hours as aforesaid.

14. FIRST-AID ATTENDANT

- 14.1 Every employer shall appoint at least one competent person to be in charge of first-aid on each day or shift.
- 14.2 If any such person so appointed in accordance with 14.1 is employed under the terms of this award, the employer shall pay to the employee's a minimum amount as set out in Item 12 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to all other payments due to the employee under this award.
- 14.3 The name of each person or persons in charge of first-aid on each shift shall be clearly displayed on the notice board in the establishment.
- 14.4 It shall be a defence to a prosecution for breach of 14.1 if the employer can show that the employee has taken all reasonable steps to obtain a competent person in first-aid, including regular advertising for such person and approaching their existing employees to train as first-aid attendants.

NOTE: Relevant requirements of the Factories, Shops and Industries Act 1962 or successor legislation, and the regulations made thereunder, should be considered.

15. STATE WAGE CASE ADJUSTMENTS

The rates of pay in this award include the adjustments payable under the State Wage Case 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, State Wage Case, and minimum rates adjustments.

16. MORNING AND AFTERNOON TEA

Employees shall be allowed morning and afternoon tea at such times and in such manner as shall not interfere with the continuous running of the factory.

17. FREE TEA, COFFEE, MILK AND SUGAR

Tea and coffee, which may be instant coffee, together with milk and sugar shall be supplied free of charge by the employer to all employees during meal breaks and morning and afternoon tea breaks.

18. HOLIDAYS

- 18.1 The following days shall be holidays for the purposes of this award: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, August Bank Holiday, Christmas Day, Boxing Day, Union Picnic day (to be observed during the period from June 1 to November 15, and the union to notify the employer (in writing) of the date to

be observed throughout the State or such other day as is generally observed as such holiday), and any other day proclaimed as a holiday to be observed throughout the State or such other day as is generally observed in the locality as a substitute for any of the aforesaid days, respectively, other than Union Picnic Day.

18.2 Payment for holidays:

18.2.1 Subject to the other provisions of this clause, employees (other than casuals) who are not required to work on any of such holidays during all or some of the hours which on any other day would have been their ordinary hours, shall be paid for such ordinary hours not worked (or not paid for under clause 19, Sunday and Holiday Rates) at ordinary time plus (where appropriate) the shift allowance of 15 or 30 per cent thereof prescribed for afternoon and night shift workers, as the case may be.

18.2.2 This subclause shall not apply to holidays observed on days which would otherwise have been ordinary working days.

18.2.3 An employee in receipt of workers' compensation in respect of any day observed as a holiday shall not be entitled to payment under this clause for time not worked on that day.

18.3 Absence Before or After Holiday - An employee who is not required to work on any holiday shall not be entitled to payment under 18.2 if the employee is absent from work on the actual working day immediately before or after the holiday, unless the employer consented to such absence or the employee is absent through circumstances beyond the employee's control: Provided that where payment for more than one holiday not worked could be involved through such absence, the employee shall be disentitled to payment only for one holiday, unless the employee is absent on the actual working days both immediately before and immediately after such holidays.

18.4 Notification to work on a holiday:

18.4.1 An employee (other than a casual) shall be notified by the employer at least seven days prior to a holiday that such employee is required to work on that holiday: Provided that an employee whose employment commences less than seven days before any holiday shall be notified of such a requirement upon engagement.

18.4.2 Notification of any requirement to work on a holiday shall be given to the employee personally or by posting a notice to all employees concerned in a prominent position in the employer's establishment or the relevant section or sections thereof.

18.5 Failure to Work on a Holiday After Agreement or Requirement - An employee who fails to attend for duty on a holiday after being required or agreeing to work thereon in accordance with 18.4 shall not be entitled to payment under 18.2 for a holiday not worked, except where the employee's absence is due to circumstances beyond the employee's control, proof of which may be required by the employer: Provided that, where in cases of absence mentioned above, payment for more than one holiday not worked may be involved, the employee shall be disentitled to payment only for one holiday, unless the employee is absent on the actual working days both immediately preceding and succeeding the holidays.

18.6 Payment for Holidays - Special Circumstances - An employee, other than a casual, whose employment is terminated (other than by instant dismissal in accordance with clause 5, Contracts of Employment - of this award) less than seven days before any holiday, and who is re-engaged less than 14 days after the holiday, shall be paid on re-engagement one additional day's pay at the rate specified in 18.2 if the holiday was observed on what otherwise would have been an ordinary working day. In the case of such a termination before Good Friday or Christmas Day and re-engagement less than 14 days after the following Easter Monday or New Year's Day, as the case may be, the employee shall be paid one day's pay at the rate specified in respect of each of the intervening holidays other than Easter Saturday.

18.7 Definition of Christmas Day - For the purpose of payment prescribed by this clause for work on Christmas Day and in a year where Christmas Day falls on a Saturday or a Sunday and the legislation of the State or the Government of the State in which the employee is employed proclaims or declares

another day in substitution for Christmas Day or a holiday additional to Christmas Day, the rate of treble time shall be paid for work done on 25 December in any such year and for work upon the said substituted day or additional holiday, as the case may be, shall be paid at the rate of double time and one-half.

19. SUNDAYS AND HOLIDAY RATES

- 19.1 Day Workers Other than Pieceworkers - All work by day workers (other than piecework) performed on Christmas Day and Good Friday shall be paid for at the rate of treble time, on other holidays at the rate of double time and one-half, and on Sundays at the rate of double time. The minimum payment shall be as for four hours' work at treble time, double time and one-half or double time, as the case may be. Such treble time, double time and one-half or double time shall continue until the completion of the work commenced on the Sunday or holiday.

- 19.2 Day Workers - Piecework - All piecework performed by day workers on Christmas Day and Good Friday shall be paid for at treble rates, on other holidays at the rate of double and one half rates, and on Sundays at double rates, such treble or double and one half rates or double rates to continue until the completion of the work commenced on the Sunday or the holiday.

The minimum payments to pieceworkers on day work on Sundays and holidays shall be as for four hours' work at double time, double time and one half or treble time rates, as the case may be.

- 19.3 Shift Workers - Subject to 19.4 and 19.5, shift workers for all time worked on a Sunday or holiday shall be paid in accordance with 19.1 or 19.2 of this clause (as appropriate) plus 15 or 30 per cent of ordinary time, or ordinary piece rates (as appropriate) according to their shift.

- 19.4 Definitions - Where shifts fall partly on a holiday, that shift the major portion of which falls on the holiday shall be regarded as the holiday shift and be payable at the appropriate rates under 19.1 or 19.2: Provided that, by agreement between the employer and the union, the shift which commenced during the holiday may be observed as the holiday shift, in which case holiday rates shall not be payable for any part of the preceding shift worked during such holiday.

- 19.5 Work Performed Between 11 p.m. and Midnight Sundays - Where shifts commence between 11 p.m. and midnight on a Sunday, the times so worked before midnight shall not entitle the employee to the Sunday rate of pay, but to the rate payable for the following day.

- 19.6 Reporting for Duty and Not Required to Work - In the case of an employee (including a pieceworker) working on a Sunday or holiday or being notified to work on a Sunday or holiday, and on reporting for duty is advised that their services are not required, the employee shall be paid -

19.6.1 in the case of a Sunday, as for a minimum of two and a half hours' work at the rate of double time if a day worker, and at double time plus 15 per cent or 30 per cent of ordinary time (as appropriate) if a shift worker;

19.6.2 in the case of Christmas Day and Good Friday, as for a minimum of two and a half hours' work at the rate of treble time for a day worker and at treble time plus 15 per cent of ordinary time (as appropriate) if a shift worker;

19.6.3 in the case of any other holiday prescribed by 18.1, as for a minimum of two and a half hours' work at double time and one-half if a day worker, or double time and a half plus 15 per cent or 30 per cent of ordinary time (as appropriate) if a shift worker.

20. ANNUAL LEAVE

- 20.1 Period of Leave - Except as hereinafter provided, a period of 28 consecutive days' leave with payment of ordinary wages as prescribed shall be allowed annually to an employee (other than a casual employee) by their employer after a period of twelve months' continuous service (less the period of annual leave) with such employer.

20.2 Leave exclusive of Public Holidays -

20.2.1 If any holiday mentioned in clause 18, Holidays, of this award, falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one working day for each such holiday observed as aforesaid.

20.2.2 Subject to anything hereinbefore contained an employee shall not be entitled to payment for any holiday which falls within the employee's period of annual leave and is observed on a day which in the case of such employee would otherwise have been an ordinary working day if, except for reasonable cause (proof whereof shall be upon the employee) the employee fails to resume work at their ordinary starting time on the working day immediately following the period comprising their period of leave (extended by any such intervening holiday or holidays) and to remain at work thereafter for the number of days equivalent to the number of such holidays.

20.3 Time of Leave Taking - Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than one month's notice to the employee:

Provided that a shorter period of notice may be given by mutual agreement between the employer and the employee and with the concurrence of the branch secretary of the union:

Provided further that the said period of six months may be extended by a further period not exceeding six months by mutual agreement in writing between the employer and the employee and with the concurrence of the branch secretary of the union.

20.4 Leave to be Taken - The annual leave provided for by this clause shall be allowed and shall be taken, and except as provided in 20.6 and 20.7 of payment shall not be made or accepted in lieu of annual leave.

20.5 Payment for Period of Annual Leave - Each employee before going on leave shall be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on leave during the relevant period.

Subject to 20.6 each employee shall, where applicable, have the amount of wages to be received for annual leave calculated by including the following where applicable:

20.5.1 Timeworkers (other than Pieceworkers) -

- (a) The rate applicable to the employee as prescribed by clauses 3, Wages and Classifications; 8, Junior Employees; 14, First-Aid Attendant; and
- (b) Subject to 20.6.2 the rate prescribed for work in ordinary time by clause 11, Shift Work, of the award, according to the employee's roster or projected roster;
- (c) The rate payable pursuant to clause 10, Hours of Work, of this award, 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.
- (d) Any other rate to which the employee is entitled in accordance with their contract of employment for ordinary hours of work: provided that this provision shall not operate so as to include any payment which is of a similar nature to or is paid for the same reasons as or is paid in lieu of those payments prescribed by clause 7, Special Rates; clause 12, Overtime; and 28.2 of this award, nor any payment which might have become payable to the employee as reimbursement for expenses incurred.

20.6 Loading on Annual Leave - During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by 20.5.1.

The loading shall be as follows:

20.6.1 Day Workers - an employee who would have worked on day work only had the employee not been on leave - a loading of 17.5 per cent.

20.6.2 Shift Workers - an employee who would have worked on shift work had the employee not been on leave - a loading of 17.5 per cent.

Provided that where the employee would have received shift loadings prescribed by clause 11, Shift Work, had the employee not been on leave during the relevant period and such loadings would have entitled him to a greater amount than the loading of 17.5 per cent, then the shift loadings shall be added to the rate of wage prescribed by 20.5.1 in lieu of the 17.5 per cent loading:

Provided further, that if the shift loadings would have entitled the employee to a lesser amount than the loading of 17.5 per cent then such loading of 17.5 per cent shall be added to the rate of wage prescribed by 20.5.1 in lieu of the shift loadings.

The loading prescribed by this subclause shall not apply to proportionate leave on termination except when the employment of a seasonal employee is terminated by the employer for reasons other than misconduct.

20.7 Leave Allowed Before Due Date -

20.7.1 An employer may allow an employee to take annual leave either wholly or partly in advance before the right thereto has accrued due. In such case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which the annual leave or part thereof had been taken before it accrued.

20.7.2 Where annual leave or part thereof has been granted pursuant to 20.7.1, before the right thereto has accrued due, and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months continuous service in respect of which the leave was granted, and the amount paid by the employer to the employee for the annual leave or part so taken in advance exceeds the amount which the employer is required to pay to the employee under 20.8, the employer shall not be liable to make any payment to the employee under 20.8, and shall be entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of employment.

20.8 Proportionate Leave on Termination - If an employee other than a casual employee, who after one week's continuous service in the employee's first qualifying twelve monthly period with an employer, leaves the employment of the employer or the employee's employment is terminated by the employer the employee shall be paid at the appropriate rate of wage prescribed by 20.5 for 3.08 hours for each five ordinary working days worked and in respect of which leave has not been granted under this clause.

20.9 Calculation of Continuous Service -

20.9.1 Service shall be deemed to be continuous subject to:

- (a) Any interruption or determination of the employment by the employer if such interruption or determination has been made with the intention of avoiding obligations hereunder in respect of annual leave;
- (b) Any absence from work on account of personal illness or injury, or on account of leave granted by the employer;
- (c) Any other absence from ordinary hours of employment due to reasonable cause (proof whereof shall be on the employer);

- (d) Any break in employment with one employer during the season (as defined): provided that only the aggregate of actual service given within the season shall be taken into account for the purpose of the payment prescribed in 20.6.

Provided that in cases of personal illness or injury or absence with reasonable cause the employee to be entitled to the benefit of this subclause shall, if practicable, inform the employer in writing within twenty-four hours after the commencement of such absence of the employee's inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of the employee's absence.

20.9.2 Any absence from work by reason of any cause not being a cause specified in this subclause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

20.9.3 In cases of individual absenteeism, such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant, in the manner in which general notifications to employees are usually made in that plant and by posting to the union a copy of such notice not later than the day it is posted up in the plant.

20.9.4 A notice to an individual employee may be given by delivering it to the employee personally or by posting it to the employee's last recorded address, in which case it shall be deemed to have reached the employee in due course by post.

20.9.5 In calculating the period of twelve months' continuous service, absences not exceeding twenty-five working days shall be counted as time worked if such absences arise from anyone of the following:

- (a) personal illness or injury certified by a medical practitioner as requiring absence from work;
- (b) bereavement leave in accordance with clause 24, Bereavement Leave, of this award.

Other absences from work shall not be taken into account.

20.10 Service Before Date of Award - Service before the date of this award shall be taken into consideration for the purpose of calculating annual leave, but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or payment in lieu thereof has been allowed.

20.11 Calculation of Month - For the purpose of this clause a month shall be reckoned as commencing with the beginning of the first day of the employment or period of employment in question and as ending at the beginning of the date which in the latest month in question has the same date number as that which the commencing day had in its month, and if there be no such day in such subsequent month.

20.12 Employer - Successorship of Business, etc. - Where the employer is a successor or assignee or transmittee of a business, if an employee was in the employment of the employer's predecessor at the time when the employee became such successor or assignee or transmittee, the employee, in respect of the period during which the employee was in the service of the predecessor, shall for the purpose of this clause be deemed to have been in the service of the employer.

20.13 Annual Close Down - Where an employer closes down their plant, or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply:

20.13.1 The employee may by giving not less than four weeks' notice of the intention so to do stand off for the duration of the close-down all employees in the plant or section or sections concerned and allow to those who are not then qualified for a full entitlement to

annual leave for twelve months' continuous service pursuant to 20.1 paid leave on a proportionate basis at the appropriate rate of wage as prescribed by 20.5 and 20.6 for 3.08 hours for each five ordinary working days worked.

- 20.13.2 An employee who has then qualified for a full entitlement to annual leave for twelve months' continuous service pursuant to 20.1, and has also completed a further week or more of continuous service shall be allowed the employee's leave, and shall subject to 20.10 hereof also be paid at the appropriate rate of wage as prescribed by 20.5 and 20.6 for 3.08 hours for each five ordinary working days worked since the close of their last twelve-monthly qualifying period.
- 20.13.3 The next twelve-monthly qualifying period for each employee affected by such close-down shall commence from the day on which the plant, or section or sections concerned is re- opened for work. Provided that all time during which an employee is stood off without pay for the purposes of this subclause shall be deemed to be time of service in the next twelve-monthly qualifying period.
- 20.13.4 If in the first year of the employee's service with an employer an employee is allowed proportionate annual leave under 20.13.1 and subsequently within such year leaves the employee's employment or their employment is terminated by the employer through no fault of the employee, the employee shall be entitled to the benefit of 20.8 subject to adjustment for any proportionate leave which the employee may have been allowed as aforesaid.
- 20.13.5 An employer may close down their plant for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. If the employer closes down the plant in two separate periods one of those periods shall be for a period of at least 21 consecutive days. Provided that where the majority of the employees in the plant or section or sections concerned agree the employer may close down the plant in accordance with this subclause in two separate periods neither of which is of a least 21 consecutive days, or in three separate periods. In such cases the employer shall advise the employees concerned of the proposed dates of each close-down before asking them for their agreement.

20.14 Part Close-Down and Part Rostered Leave -

- 20.14.1 An employer may close down the plant or a section or sections thereof for a period of at least twenty-one consecutive days and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster.
- 20.14.2 An employer may close down the plant, or a section or sections thereof, for a period of less than twenty-one consecutive days and allow the balance of the annual leave due to an employee in one or two continuous periods either of which may be in accordance with a roster. In such a case the granting and taking of annual leave shall be subject to the agreement of the employer and the majority of employees in the plant, or a section or sections thereof respectively and before asking the employees concerned for their agreement the employer shall advise them of the proposed date of the close- down and the details of the annual leave roster.

20.15 Notification to Union - If a vote by employees is required pursuant to 20.13 and 20.14, the employer shall notify the office of the union not less than twenty-four hours before such vote is to be taken.

20.16 Broken Leave - The annual leave shall be given and taken in one or two continuous periods. If the annual leave is given in two continuous periods then one of those two periods must be of at least 21 consecutive days. Provided that if the employer and an employee so agree then the employee's annual leave entitlement may be given and taken in two separate periods neither of which is at least 21 consecutive days, or in three separate periods.

Provided further that an employee may, with the consent of the employee's employer, take short-term annual leave, not exceeding four days in the calendar year, at a time or times separate from any of the periods determined in accordance with this subclause.

21. SICK LEAVE

21.1 Except as otherwise provided, an employee (other than a casual) who is absent from work during ordinary hours on account of personal illness, injury, elective surgery, or dental work other than routine dental maintenance, shall in the case of a day worker, be entitled to leave of absence at the ordinary time rate of pay of the appropriate classification and in the case of a shift worker at the ordinary time rate of pay of the appropriate classification plus the employee's relevant shift allowance, of 40 hours of paid sick leave during the employee's first year of employment with the employer and to 64 hours of paid sick leave during each subsequent year of continuous employment, subject to the following conditions and limitations:

21.1.1 The employee shall not be entitled to such leave unless the employee has been continuously in the service of the employer concerned for at least one month immediately before any such absence.

21.1.2 The employee shall not be entitled to such leave for any period in respect of which the employee is entitled to workers' compensation.

21.1.3 The employee shall, within 24 hours (excluding a Saturday, Sunday or holiday) of the commencement of such absence unless the employer is satisfied this was not reasonably practicable, inform the employer of the employee's inability to attend for work and, so far as practicable, shall then state the nature of the illness or injury and the estimated duration of the absence.

NOTE: In order to assist in the planning of work for the following day an employee who is absent should arrange to notify the employer of the employee's absence as soon as possible after the commencement of the absence.

21.1.4 An employee absent on paid sick leave for a period not exceeding three consecutive days shall, if required by their employer, produce evidence of their illness by a statutory declaration. An employer shall not be required to pay sick leave for any absence exceeding three consecutive days unless the employee produces a certificate signed by a duly qualified medical or dental practitioner, whichever is appropriate, certifying that the employee is, in the opinion of that practitioner, unable to attend for work due to personal illness or injury, elective surgery or dental work other than routine dental maintenance.

To become entitled to paid sick leave, such certificate shall indicate that the illness or injury is consistent with the duration of the absence.

21.1.5 In the case of an employee who has had more than one period of employment with the one employer in any period of twelve months, the sick leave year for the second or subsequent period of employment shall commence on the previous July 1 and the employer may deduct from the sick leave credit of 40 hours any sick leave paid to the employee since that date by the employee or another respondent to this award.

21.1.6 Sick leave shall accumulate from year to year of continuous employment with one employer so that any balance of the period or payment specified in 21.1.5 which has in any year not been allowed to an employee by the employer as paid sick leave may be claimed by the employee and, subject to the conditions hereinbefore prescribed, shall be allowed by that employer in a subsequent year without diminution of, and before drawing upon, the sick leave prescribed in respect of that year:

Provided that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of seven years, but no longer, from the end of the year in which it accrues.

- 21.2 For the purpose of administering 21.1.5, an employer may, within two weeks of the employee entering their employment, require an employee to make a sworn declaration or other written statement as to what paid sick leave the employee has had from another respondent employer since the previous July 1 and upon such statement the employer shall be entitled to rely and act.
- 21.3 A pieceworker shall be paid sick leave under this clause at the time work rate appropriate to the work and shift at which the employee would, except for the illness or injury causing absence, have been employed.

22. PERSONAL/CARER'S LEAVE

22.1 Use of Sick Leave

22.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 22.1.3(b) 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 21, 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.

22.1.2 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.

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

- (a) the employee being responsible for the care of the person concerned; and
- (b) the person concerned being:
 - (i) a spouse of the employee; or
 - (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) a relative of the employee who is a member of the same household, where for the purposes of this 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.

22.1.4 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.

22.2 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 22.1.3(b) who is ill.

22.3 Annual Leave

22.3.1 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.

22.3.2 Access to annual leave, as prescribed in 22.3.1, shall be exclusive of any shutdown period provided for elsewhere under this award.

22.3.3 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.

22.4 Time Off in Lieu of Payment for Overtime

22.4.1 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.

22.4.2 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.

22.4.3 If, having elected to take time as leave in accordance with 22.4.1, 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.

22.4.4 Where no election is made in accordance with 22.4.1, the employee shall be paid overtime rates in accordance with the award.

22.5 Make-up Time

22.5.1 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.

22.5.2 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.

23. PARENTAL LEAVE

Refer to *Industrial Relations Act* 1996

24. BEREAVEMENT LEAVE

24.1 An employee, other than a casual employee, shall be entitled to three days bereavement leave without deduction of pay, up to and including the day after the funeral, on each occasion of the death of a person as prescribed in 24.3.

Provided that, if the employee claims payment for such leave in excess of two ordinary days, the employee shall furnish, if required, proof satisfactory to the employer that the employee attended the funeral.

- 24.2 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.
- 24.3 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 as set out in 22.1.3 (b) of clause 22 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.
- 24.4 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.
- 24.5 Bereavement leave may be taken in conjunction with other leave available under 22.2, 22.3, 22.4 and 22.5. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

25. IMPLEMENTS, MATERIALS, PROTECTIVE CLOTHING AND UNIFORMS

- 25.1 Implements - Materials - The employer shall provide all brushes, spoons, knives and all necessary implements and all materials requisite for the work of employees.
- 25.2 Gloves - The employer shall provide gloves to employees as may reasonably be required for the performance of their work.
- 25.3 Washable Outer Garments - State Laws - Where an employee is required to the work in which the employee is engaged to wear a washable outer garment, such garment shall be provided and kept laundered by the employer.
- 25.4 Caps, Uniforms, etc. - Where the employer requires, or the provisions of any State law require, an employee to wear a cap, overalls or uniform of any description, such items shall be supplied by the employer and be kept laundered by the employer.

Provided, however, that where the employer cannot reasonably be expected to arrange for an industrial or other laundry service, nothing in this subclause shall prohibit that employer from reaching agreement in writing with the union for the laundering of overalls or uniforms by the employees concerned:

Provided further that an individual employee may, through the union, make an agreement in writing with the employer to launder the employee's own overalls or uniform.

Caps are not part of the overalls or uniforms.

Any cap required to be worn by employees shall be of a net type or otherwise to allow suitable head ventilation.

- 25.5 Protective Clothing - Dirty Work - Where reasonably required for any dirty work, washable aprons or other suitable protective clothing shall be provided for employees. This subclause shall operate to the extent that 25.3 and 25.4 do not otherwise apply to protective clothing items.

(NOTE: See also 7.2 of clause 7, Special Rates, as to wet work.)

- 25.6 Return of Implements and Clothing - All items provided by the employer under the foregoing provisions of this clause shall be supplied without cost to the employee, provided that any used items requiring replacement shall be returned to the employer before any replacement without charge is made. Any item issued shall, if not returned on request by the employer, be paid for at a reasonable rate by the employee concerned.
- 25.7 Barrier Cream, etc. - Barrier cream or other protective ointment shall be available without charge for employees engaged in handling fruits, vegetables, pastes, gums, lacquer and like preparations.
- 25.8 Cool Stores -

25.8.1 Employees required to work in cool stores or chambers in temperatures below 7 degrees Celsius, shall be provided with suitable headgear and protective clothing, including protective footwear:

Provided that all protective footwear issued in accordance with this provision shall be properly sterilised before such issue if such footwear has been previously worn by another person.

25.8.2 Employees required to work in temperatures of minus 18 degrees Celsius or below shall be issued with an overall blanket-type suit, either one-piece or two-piece, a balaclava or similar-type helmet and suitable gloves in addition to other necessary outer clothing and freezer boots.

25.8.3 Where employees such as fork-lift drivers are required to enter cool stores or freezing chambers only for short periods, the protective clothing to be supplied by the employer shall be such as may be mutually agreed upon.

25.8.4 Items supplied under this subclause shall remain the property of the employer.

(NOTE: See 7.6 as to special rates for working in cold temperatures.)

25.9 Request to Wear Protective Clothing - Where an employee is required to wear protective clothing supplied by their employer for -

25.9.1 safety reasons; or

25.9.2 in the interests of hygiene; or

25.9.3 in accordance with Federal law or the law of the State in which the employee works,

the employee shall wear such clothing.

25.10 Safety Footwear - When the employer requires an employee to wear safety boots or safety shoes, the employer shall supply them free of charge to the employee: Provided that the employee shall wear such safety boots or safety shoes in accordance with the requirements of the employer, and such safety boots or safety shoes shall remain the property of the employer.

26. DAMAGE TO CLOTHING

Where satisfactory evidence is produced by an employee to the employer, reasonable compensation shall be made by the employer where, as a result of the employment, an employee's clothing is damaged or destroyed: Provided that where such damage or destruction occurs and an employee was not wearing protective clothing in accordance with the requirements of 25.9 then no compensation shall be payable.

27. FLOOR COVERING

See *Factories, Shops and Industries Act 1962* as amended and any successor legislation.

28. TRANSPORT OF EMPLOYEES (11 P.M. TO 7 A.M.)

28.1 Where an employee finishes work, whether overtime or ordinary time, at any time between 11 p.m. and 7 a.m. the following day, the employer shall transport the employee from the factory to the employee's place of residence at no cost to the employee, where reasonable public transport is not available.

For the purposes of this paragraph reasonable public transport means bus or train available within 500 metres from the main gate of the factory, and such transport shall depart not more than 30 minutes after the cessation of work; provided that the employee does not have to walk more than 1 kilometre from the main gate of the factory to the employees residence; provided further that the transport specifically arranged by the employer in the terms as specified in this clause shall be free.

This subclause shall not apply to an employee residing within a walking distance of 1 kilometre from their place of employment nor to any employee to whom private transport is reasonably available at time of finishing work.

- 28.2 An employee sent temporarily, other than at the employee's own request, from the employee's usual place of employment to another shall be paid at ordinary rates of pay for any excess travelling time incurred beyond that ordinarily incurred in travelling to and from the usual place of employment.
- 28.3 An employee required by their employer to travel from the employee's usual place of work shall be provided with transportation by their employer. In the case of rail travel, such transportation shall be by first class where available, and in the event of an employee using their own vehicle with the consent of their employer they shall be paid 11 cents per kilometre travelled.

29. PAYMENT OF WAGES

- 29.1 Wages shall be paid weekly during working hours and not later than two working days following the completion of the pay week; provided, however, that when the Branch Secretary of the union and an employer agree in writing, such wages may be paid not later than three working days following the completion of the pay week.
- 29.2 Waiting Time - An employee kept waiting for their wages on pay day for more than ten minutes after the usual time for ceasing work shall be paid overtime after that ten minutes with a minimum payment as for half an hour. This subclause shall not apply if wages cannot be paid by the time specified therein on account of a cause beyond the employer's control, in which case wages shall be paid at the earliest time at which payment becomes possible.
- 29.3 Payment on Termination - Upon termination of employment, all wages due to an employee (including a casual) shall be paid to the employee on the day of such termination or be forwarded to the employee by post on the next ordinary working day.

30. AGED, SLOW AND INFIRM WORKERS

See *Industrial Relations Act 1996*

31. LIMITATION OF EMPLOYER'S LIABILITY

Where an employer bound by this award has made a payment to an employee bound by this award, which payment purports to be a payment of the wages payable to the employee for any period, such employer shall not be liable to pay to the employee any further sums prescribed by this award in respect to any services rendered to such employer during such period unless within twelve calendar months after the last day of such period a demand in writing of such further sum claimed has been given to the employer by the employee or some person on the employee's behalf or by the local representative of the union.

32. NOTICE BOARD AND POSTING OF AWARD

- 32.1 The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in the establishment, upon which accredited union representatives shall be permitted to post formal union notices, signed or countersigned by the representative posting it. Any notice posted on such board not so signed or countersigned may be removed by an accredited union representative or by the employer.
- 32.2 The Award shall be posted in an accessible position in the factory.

33. SHOP STEWARDS

An employee appointed shop steward in the shop or department in which the employee is employed shall, upon notification thereof to their employer, be recognised as the accredited representative of the union to which the

employee belongs, and shall be allowed the necessary time during working hours to interview the employer or their representative on matters affecting employees whom they represent.

34. RIGHT OF ENTRY

See *Industrial Relations Act 1996*

35. JURY SERVICE

An employee, other than a casual employee required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of 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 subject to the following conditions:

- 35.1 The employee shall advise the employer as soon as practicable that the employee has to attend for jury service, and if required by the employer, produce their notice to attend.
- 35.2 An employee who has been given more than seven days' notice to attend for jury service shall give the employer at least seven days' notice and if the employee fails to give such notice, without reasonable excuse, the employee shall forfeit the entitlement to payment by the employer.
- 35.3 An employee on day shift or day work who is not required for jury service after 1.00 p.m. on any day shall contact the employer by telephone to ask whether the employer requires the employee to report for the balance of the day and, if so required, the employee shall so report.
- 35.4 An employee on afternoon shift or night shift who is discharged or excused from jury service upon the day upon which the employee is first called or on any subsequent day on which the employee has been required to take part in court proceedings shall report for work;
 - (a) in the case of afternoon shift the employee, if possible at the employee's normal starting time or as soon thereafter as possible after being discharged or excused from jury service; and
 - (b) in the case of a night shift employee, at the employee's normal starting time.

Provided that an employee on afternoon shift or night shift who is on continuing jury service and who has been required to take part in court proceedings for more than half the day shall not be required to report for work until the expiration of their jury service and if the jury service has lasted for more than two days until the shift next following the completion of their jury service.

- 35.5 The employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

36. ACCOMMODATION

Any employee who is required by the employer to remain away from their usual place of residence or, in the case of a seasonal worker, their abode for the season shall be provided with reasonable meals and accommodation which shall, if accommodation is available in the locality include ensuite facilities if available and the cost of such meals and accommodation shall be borne by the employer.

37. ACCIDENT PAY

- 37.1 Definitions - For the purpose of this clause and subject to the terms of this clause, the words hereunder shall bear the respective definitions set out herein:

37.1.1 "Accident Pay" -

- (a) Total Incapacity - In the case of an employee who is or is deemed to be totally incapacitated within the meaning of the Workers' Compensation Act and arising from an

injury covered by this clause, "accident pay" means a weekly payment of an amount representing the difference between the total amount of compensation paid under the relevant sections of the Act as the case may be for the week in question and the total 40-hour weekly award rate and weekly over-award payment for a day worker which would have been payable under this award, for the employee's normal classification of work for the week in question if the employee had been performing the employee's normal duties: Provided that such latter rate shall exclude additional remuneration by way of attendance bonus payments, shift premiums, overtime payments, special rates or other similar payments.

- (b) Partial Incapacity - In the case of an employee who is or is deemed to be partially incapacitated within the meaning of the Act and arising from an injury covered by this clause, "accident pay" means a weekly payment of an amount representing the difference between the total amount of compensation paid under the relevant sections of the Act in New South Wales, for the period in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business and the total 40-hour weekly award rate and weekly over-award payment for a day worker which would have been payable under this award, for the employee's normal classification of work for the week in question if the employee had been performing their normal duties: Provided that such latter rate shall exclude additional remuneration by way of attendance bonus payments, shift premiums, overtime payments, special rates or other similar payments.

Provided that where, in respect of any claim for compensation brought by an employee in the Workers' Compensation Commission pursuant to the relevant sections of the Workers' Compensation Act awards to the employee an amount of weekly compensation or agreement is reached that the employee should receive a weekly amount of compensation less than the difference referred to in the relevant sections of the Act, such an award or agreement shall not operate to increase any liability of the employer to pay any higher amount of accident pay by reason of the employee receiving less than the said difference referred to in the relevant section of the Workers' Compensation Act and for the purpose of this calculation the employee in such event shall be deemed to have recovered the full amount of the difference referred to in the relevant section of the Act.

- (c) Production Incentive Earnings Scheme - For the purposes of the calculation of the total 40-hour weekly award rate and weekly over-award payment in 37.1.1(a) and 37.1.1(b) of this clause, payments made to an employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however entitled) shall not be taken into account: Provided that where an employee is not in receipt of any form of weekly over-award payment, production incentive bonus payments shall be taken into account and the form and amount of such payments shall be determined between the employer and the employees concerned and/or the union.
- (d) Payment for Part of a Week - Where accident pay is payable for part of a week, the amount shall bear the same ratio to accident pay for a full week that ordinary working time during such part bears to the worker's full ordinary week.

37.1.2 "Injury" shall be given the same meaning and application as applying under the Workers' Compensation Act and no injury shall result in the application of accident pay unless an entitlement exists under the Act.

37.1.3 "Union" means the Automotive, Food, Manufacturing, Engineering and Printing Kindred Industries Union, New South Wales Branch - Confectionery and Food Division.

37.1.4 "Workers' Compensation Act" or "Act" means the *Workers' Compensation Act 1987*.

- 37.2 Qualifications for Payment - Always subject to the terms of this clause, an employee covered by this award shall, upon receiving payment of compensation and continuing to receive such payment in respect

of a weekly incapacity within the meaning of the Act, be paid accident pay by the employer who is liable to pay compensation under the Act, which liability by the employer for accident pay may be discharged by another person on their behalf:

Provided that:

37.2.1 Accident pay shall only be payable to an employee whilst such employee remains in the employment of the employer by whom the employee was employed at the time of the incapacity and then only for such period as the employee receives a weekly payment under the Act: Provided that if an employee on partial incapacity cannot obtain employment from their employer but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable and the employee shall be on leave of absence from their employer.

Provided further that an employer shall not terminate the employment of an employee who is incapacitated and receiving accident pay except in those cases where:

- (a) the termination is due to serious and/or wilful misconduct on the part of the employee; or
- (b) the termination arises from a declaration of liquidation of the company in which case the employee's entitlement shall be considered a debt due and owing by their employer to the employee; or
- (c) the period specified in 37.2.3 has expired.

37.2.2 As to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as provided in the relevant section of the Act) such injuries or diseases shall not be subject to accident pay unless the employee has been employed by the employer at the time of the incapacity for a minimum period of one month.

37.2.3 An employee on engagement may be required to declare all workers' compensation claims made in the previous 5 years and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit the employee's entitlement to accident pay under this clause.

37.2.4 Subject to the provisions of 37.2.1 of this subclause, an employer may terminate, at the conclusion of the appropriate season as defined by 2.12 and 2.13.

- (a) an employee who, during the 12 months preceding the date of the incapacity, was not employed (either in the food preserving industry or in other employment) for more than 26 weeks:
- (b) a person who is, apart from the seasonal employment, a student undergoing a course of full-time study.

Proof of employment for more than 26 weeks, within the terms of 37.2.4(a) shall lie on the employee.

37.3 Maximum Period of Payment - Accident pay under this clause shall be payable for a maximum period or aggregate of periods in no case exceeding a total of 39 weeks in respect of incapacity arising from any one injury as defined in 37.1.2.

37.4 Absences on other Paid Leave - An employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence. (NOTE: An employee receiving workers' compensation is not entitled to be paid ordinary pay for a public holiday not worked but is entitled to workers' compensation for that day).

37.5 Notice of Injury - An employee upon receiving injury for which they claim to be entitled to receive accident pay shall give notice in writing of the injury to their employer as soon as reasonably practicable

after the occurrence of the injury: Provided that such notice may be given by a representative of the employee.

- 37.6 Medical Examination - In order to receive entitlements to accident pay an employee shall conform to the requirements of the Act as to medical examination.

Where in accordance with the Act a medical referee gives a certificate as to the condition of the employee and their fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee, or the employee fails to commence or continue the work, accident pay shall cease from the date of such refusal or failure.

- 37.7 Redemption of Weekly Payments - Where there is redemption of weekly compensation payments under the Act, the employer's liability to pay accident pay shall cease as from the date of such redemption.

- 37.8 Civil Damages Claim -

37.8.1 An employee receiving or who has received accident pay shall advise the employer of any action they may institute or any claim they may make for damages. Further, the employee shall, if requested, provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any verdict or settlement on that injury.

37.8.2 Where an employee obtains a verdict for damages in respect of an injury for which the employee has received accident pay the employer's liability to pay accident pay shall cease from the date of such verdict: provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to their employer any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.

37.8.3 Where an employee obtains a verdict for damages against a person other than the employer in respect of an injury for which the employee has received accident pay the employer's liability to pay accident pay shall cease from the date of such verdict: provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to their employer any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.

- 37.9 Insurance against Liability - Nothing in this clause shall require an employer to insure against their liability for accident pay.

- 37.10 Variations in Compensation Rates - Any change in compensation rates under the Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

- 37.11 Death of Employee - All rights to accident pay shall cease on the death of an employee.

- 37.12 In the event of any dispute arising as to the entitlement of an employee to accident pay in accordance with the provisions of this clause, the matter shall, if any party to this clause so requires, be referred to the Industrial Relations Commission of New South Wales.

- 37.13 Casual Employees - The obligation of an employer to apply the provisions of this clause to an employee engaged as a casual employee in accordance with 37.7 shall be discharged by the payment to the employee of 2 cents per hour in addition to all other payments to which the employee is entitled under the award. Such additional 2 cents per hour shall be payable as a flat rate for all hours worked.

38. PRESERVATION OF EXISTING RIGHTS

No employee shall suffer any reduction in rate of pay or any reduction or withdrawal of existing conditions of employment relating to matters dealt with in this award as the result of the making of this award.

39. AVOIDANCE OF INDUSTRIAL DISPUTES

39.1 A procedure for the avoidance of industrial disputes shall apply in establishments covered by this award.

The objectives of the procedure shall be to promote the resolution of disputes by measures based on confrontation, co-operation and discussions; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and the consequential loss of production and wages.

It is acknowledged that in some companies or sectors of the industry, disputes avoidance/settlement procedures are either now in place or in the process of being negotiated and it may be the desire of the immediate parties concerned to pursue those mutually agreed procedures. In other cases, the following principles shall apply:

39.1.1 Depending on the issues involved, the size and function of the plant or enterprise and the union membership of the employees concerned, a procedure involving up to four stages of discussion shall apply. These are:

- (a) discussions between the employee(s) concerned and at their request that appropriate union shop steward/delegates, and the immediate supervisors;
- (b) discussions involving the employee(s), the shop steward/s and more senior management;
- (c) discussions involving representatives from the State Branch of the union(s) concerned and the employer organisation branch representatives;
- (d) there shall be an opportunity for any party to raise the issue to a higher stage.

39.1.2 There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

39.1.3 Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.

39.1.4 Sensible time limits shall be allowed for the completion of the various stages of all discussions. At least seven days should be allowed for all stages of the discussions to be finalised.

39.1.5 Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for determination, and such decision subject to the parties' right of appeal shall be accepted.

39.1.6 In order to allow for the peaceful resolution of grievances the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiations and conciliation are being followed.

39.1.7 The employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the workplace.

39.2 39.2.1 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 deskilling.

39.2.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

39.2.3 Any direction issued by an employer pursuant to 39.1 and this subclause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

40. SUPPORTED WAGE

- 40.1 This clause defines the conditions, which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this award. In the context of this clause, the following definitions will apply:
- 40.1.1 "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in Supported Wage System Guidelines and Assessment Process.
- 40.1.2 "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- 40.1.3 "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the Social Security Act 1991 or any successor to that scheme.
- 40.1.4 "Assessment Instrument" means the form provided under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.
- 40.2 Eligibility Criteria - Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria test for a Disability Support Pension. This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment. This clause also does not apply to employers in respect of their facility programme, undertaking, service or the like which receives funding under the *Disability Services Act* 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of, or are eligible for, a Disability Support Pension, except with respect to an organisation which has received recognition under section 10 or section 12A of the Act or, if a part only has received recognition, that part.
- 40.3 Supported Wage Rates - Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing, according to the following schedule:

Assessed Capacity - 40.4	Percentage of prescribed award rate
10%	10
20%	20
30%	30
40%	40
50%	50
60%	60
70%	70
80%	80
90%	90

(Provided that the minimum amount payable shall be not less than \$45.00 per week.)

*Where a person's assessed capacity is 10 per cent they shall receive a high degree of assistance and support.

- 40.4 Assessment of Capacity - For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument, by either:

- 40.4.1 the employer and a union party to the award, in consultation with the employee or, if desired, by any of these;

- 40.4.2 the employer and an accredited assessor from a panel agreed by the parties to the award and the employee.
- 40.5 Lodgement of Assessment Instrument -
- 40.5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission of New South Wales.
- 40.5.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is a party to the award is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect, unless an objection is notified to the Registrar within ten working days.
- 40.6 Review of Assessment - The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.
- 40.7 Other Terms and Conditions of Employment - Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other workers covered by this award paid on a pro rata basis.
- 40.8 Workplace Adjustment - An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.
- 40.9 Trial Period -
- 40.9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks except that, in some cases, additional work adjustment time (not exceeding four weeks) may be needed.
- 40.9.2 During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 40.9.3 The minimum amount payable to the employee during the trial period shall be no less than \$45.00 per week.
- 40.9.4 Work trials should include induction or training as appropriate to the job being trialed.
- 40.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 40.4.

41. STRUCTURAL EFFICIENCY

- 41.1 The parties bound by this award are committed to co-operating positively to increase efficiency, productivity and to enhance the career opportunities and job security of employees in the industry.
- 41.2 At each plant or enterprise, the employer, its employees and the union shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise.
- 41.3 Any measure raised through 41.2 above, designed to increase flexibility at the plant or enterprise and sought by any party and by agreement of the parties involved shall be implemented subject to the following requirements:

- 41.4 Any disputes arising in relation to the implementation of 41.2 and 41.3 herein shall be subject to the provisions of the clause 39, Avoidance of Industrial Disputes.

42. REDUNDANCY

42.1 Application

- 42.1.1 This clause shall apply in respect of full-time and part-time persons employed in the classifications specified.
- 42.1.2 In respect to employers who employ 15 employees or more immediately prior to the termination of employment of employees, in the terms of 42.4, Termination of Employment.
- 42.1.3 Subject to anything contained elsewhere in this award, this award shall not apply to employees with less than one year's continuous service, and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 42.1.4 Subject to anything contained elsewhere in this award, this award shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

42.2 Introduction of Change

42.2.1 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 effects 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.

42.2.2 Employer's duty to discuss change

- (a) The employer shall discuss with the employees affected and the union to which they belong, the introduction of the changes referred to in 42.2.1, 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 discussion shall commence as early as possible after a definite decision has been made by the employer to make the changes referred to in 42.2.1.
- (c) 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.

42.3 Redundancy

42.3.1 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 42.2, 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 provision of 42.3.1.1 and shall cover, 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 purposes of the discussion the employer shall, as soon as practicable, provided to the employees concerned and the union to which they belong all relevant information about the proposed terminations, the number and categories of employees likely to be affected, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, 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.

42.4 Termination of Employment

42.4.1 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 42.2:

- (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 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.

42.4.2 Notice for technological change - This subclause sets out the notice provisions to be applied to termination by the employer for reasons arising from technology in accordance with 42.2:

- (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.

42.4.3 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.

42.4.4 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 to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

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

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

42.4.7 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 the Centrelink.

42.4.8 Transfer to lower paid duties - Where an employee is transferred to lower paid duties for reasons set out in 42.2, 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.

42.5 Severance Pay

42.5.1 Where an employee is to be terminated pursuant to 42.4, Termination of Employment, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the employee the following severance pay in respect of a continuous period of service:

- (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 old or over, the entitlement shall be 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	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) "Weeks' pay" means the all-purpose rate 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 Table 1 - Wages, of Part B, Monetary Rates, as varied.

42.5.2 Incapacity to pay - Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 42.6.1. 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 42.5.1 will have on the employer.

42.5.3 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 42.5.1 if the employer obtains acceptable alternative employment for an employee.

43. SUPERANNUATION

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

43.2 Provided further that any seasonal or casual employee who has worked at least 152 hours with the employer in each twelve-month period, shall be paid, in addition to other payments under this award, a superannuation contribution of 3% of ordinary time earnings into an approved fund.

43.3 Approved fund shall mean -

- (a) Food Industry Superannuation Trust (FIST), or
- (b) Australian Superannuation Savings Employment Trust (ASSET), or
- (c) any existing fund as applies

43.4 Nothing in this clause shall affect any arrangement for the payment of 3% occupational superannuation (emanating from the State Wage Case Decision of 1986 and subsequent decisions) into an approved fund which commenced prior to 28 February 1992.

44. LEAVE RESERVED

Leave is reserved to apply in relation to any variation to the Food Preservers' Award, 1973, an award of the Australian Conciliation and Arbitration Commission or any award replacing the said award.

45. ANTI-DISCRIMINATION

45.1 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.

- 45.2 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 this award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 45.3 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.
- 45.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specially 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.
- 45.5 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."

46. AREA, INCIDENCE AND DURATION

- 46.1 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Food Preservers (State) Award published 9 August 1978 and reprinted 24 January 1992 (267 IG 590), the Food Preservers Redundancy (State) Award published 7 April 1995 (284 IG 1404), the Food Preservers Family Leave Provisions (State) Award published 15 December 1995 (289 IG 1270) and the Food Preservers (State Wage Case 1996) (State) Award published 28 February 1997 (296 IG 1111), and all variations thereof.
- 46.2 Subject to the exceptions, limitations and further provisions contained in this clause, this award shall apply to the employment of all persons employed in or in connection with -
- (1) the manufacture, preparation or putting up of fruit and vegetables preparing and/or canning, candied-peel making, fruit crystallising, fruit mince and fruit or vegetable spreads and fruit-butter making in factories;
 - (2) the manufacture, preparation or putting up and/or canning or bottling of jams, marmalades, jellies, fruits and vegetables, vinegar, pickles, sauces, soups, chutney and wet condiments in factories.
 - (3) fruit juice or vegetable juice processing and/or concentrating and cordial making, including bottling and/or canning in factories.

- (4) dehydrating, processing and/or packing of dried fruit in factories, provided that "factories" will be deemed to exclude fruit-packing houses;
- (5) potato processing, not including preparing, cooking, manufacturing and/or packing of potato chips, crisps, flakes and like products;
- (6) canning and/or preparation of prepared spaghetti products or puddings, processing of cereal foods and making of pastry;
- (7) preparation and processing of prepared meals in preserved or frozen form in factories;
- (8) washing and/or grading asparagus at canneries;

The foregoing paragraphs of this subclause shall not be read or construed separately in respect of employment or work which may be comprised within more than one paragraph thereof.

46.3 This award shall also apply to the employment of all persons employed at canneries on all work associated with the removal of pea-vines from vehicles at a pea-viner, feeding into a pea-viner and taking off peas from a viner.

46.4 This award shall not apply to -

- (1) employment in any factory or plant at a location where an employer is also bound by the undermentioned award as varied:

Starch Manufacturers &c. (State) Award

Provided that the operation of this award shall only be excluded by this provision to the extent to which such employer, at 27 May 1975, applied to employees concerned the provisions of any award mentioned above the work covered thereby.

- (2) gate persons, watchpersons or caretakers, goods lift attendance;
- (3) clerical work except where such clerical work is embraced or incidental to the work of any classification in this award other than general hand;
- (4) employment in the driving of vehicles (other than fork lifts or other power-driven factory vehicles used for transporting goods or materials principally within a factory or plant). This provision shall apply subject to the work of a driver of a vehicle so excluded may include the loading, unloading or maintenance of vehicles;
- (5) a qualified tradespersons cooper employed as such;
- (6) an employee engaged solely cleaning administrative offices;
- (7) employees engaged solely on the canteen staff;
- (8) maintenance alterations or repair of factory or plant buildings, machines and equipment, except that cleaning of factory or plant buildings and greasing and cleaning of machinery and equipment shall be covered by this award;
- (9) storemen and packers employed at bulk stores, warehouses or other distributing centres located away from the area of the premises at which goods are processed or manufactured under this award;
- (10) employment in cool stores or freezing chambers or stores located away from the area of the premises at which goods are processed or manufactured under this award;

- (11) employees working in laboratories performing tasks of a technical or professional nature that are not expressly classified in this award. For the purpose of this provision, general hands shall not be deemed to be expressly classified;
- (12) first-aid or ambulance-room staff not also engaged in other duties in or about a factory or store.
- 46.5 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of the New South Wales on 18 December 1998 (308 IG 307) take effect on and from 31 July 2001.
- 46.6 The award published 9 August 1978 and reprinted 24 January 1992 took effect from the first pay period to commence on or after 28 April 1978.
- 46.7 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Wages

Adult Classification	Weekly Rate of Pay
Group 1	\$429.90
Group 2	\$425.10
Group 3	\$421.50
Group 4	\$417.80
Group 5	\$413.60
Group 6	\$411.00
Forklift with lifting capacity up to and including 4.5 tonnes	\$429.90
Forklift capacity over 4.5 tonnes	\$436.20

Table 2 - Other Rates and Allowances

Item No	Clause No.	Brief Description	Rate
1	4.2	No of employees -	
		Less than 3 employees	\$9.80 per week
		3 - 10 employees	\$15.25 per week
		11 - 20 employees	\$23.30 per week
		21 or more employees	\$33.10 per week
2	7.2	Wet places	\$0.52 per hour extra
3	7.3	Dirty work	\$0.79 per hour extra (\$1.49 minimum)
4	7.4	Heavy weights	\$0.38 extra per hour or part thereof
5	7.5	Carton Stacking	\$0.31 extra per hour or part thereof

6	7.6.1	Cold temperatures (between minus 1 and 7 Celsius)	\$0.52 per hour
7	7.6.2	Cold temperatures (between minus 8 and 18 Celsius)	\$0.79 per hour
8	7.6.3	Cold temperatures (below minus 18 Celsius)	\$1.30 per hour
9	7.8.2	Pea-vining	\$5.15 per week
10	7.10	Fumigation gas	\$6.60
11	13.7.1	Meal Allowance	\$11.40
12	14.2	First-aid	\$2.51 per day extra

F. MARKS, J

Printed by the authority of the Industrial Registrar.

(1055)

SERIAL C0514

TEACHERS (INDEPENDENT SCHOOLS) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notice of Award Review pursuant to Section 19 of the *Industrial Relations Act* 1996, and another matter.

(Nos. IRC 1307 and 4062 of 2001)

Before the Honourable Justice Kavanagh

21 June 2001

AWARD**PART A****1. ARRANGEMENT****PART A**

Clause No.	Subject Matter
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1.	ARRANGEMENT
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2.	DEFINITIONS
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- | | |
|-----|--|
| (a) | Teacher |
| (b) | Full-Time Teacher |
| (c) | Part-Time Teacher |
| (d) | Casual Teacher |
| (e) | Temporary Teacher |
| (f) | Graduate |
| (g) | Equivalent Qualifications or Equivalent Course |
| (h) | Recognised School |
| (i) | Recognised Higher Education Institution |

- (j) One Year Trained Teacher
- (k) Two Years Trained Teacher
- (l) Three Years Trained Teacher
- (m) Four Years Trained Teacher
- (n) Five Years Trained Teacher
- (o) Conditionally Classified Two Years or Three Years Trained Teacher
- (p) Conditionally Classified Four Years Trained Teacher
- (q) Senior Teacher - Level 1
- (r) Senior Teacher - Level 2
- (s) Primary Department
- (t) Secondary Department
- (u) Deputy Principal
- (v) Positions of Special Responsibility (Co-ordinators 1, 2 and 3 and Director)
- (w) Category UG2 Qualification
- (x) Category PG1 Qualification
- (y) Degree Course
- (z) Union
- (aa) Class
- (bb) Pre-School
- (cc) Early Childhood Services Centre
- (dd) Unit

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- 3.2 Special Education Allowances
- 3.3 Calculation of Service
- 3.4 Progression (Completion of Qualifications)
- 3.5 Senior Teacher - Level 1 and Progression for Two and Three Years Trained Teachers
- 3.6 Payment Method
- 3.7 Payment of Part Time, Temporary and Casual Teachers
- 3.8 Travelling Expenses
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- 3.10 Overpayments

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Attachment B	Teacher/Librarians

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, part-time, or temporary 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, provided that a part-time teacher employed in a pre-school may work up to 0.9 of the normal hours of a full-time teacher if he or she is entitled to a preparation session equivalent to 0.1 of a teacher's normal hours. Provided further a part-time teacher employed in a pre-school as at 31 January 1990 shall not be required by the employer to work in excess of 0.8 of the normal hours of a full-time teacher.
- (d) "Casual Teacher" means a teacher engaged as such by an employer.
- (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.

Provided that a teacher may be employed for a specific period in excess of a full school year but not more than two full school years where such a teacher is replacing a teacher who is on leave for a specified period in excess of a full school year.

A teacher shall not be employed on successive temporary appointments except where each appointment is for a different purpose.

- (f) "Graduate" means a teacher who holds a degree from a recognised higher education institution.
- (g) "Equivalent qualifications or equivalent course" means qualification or a course as the case may be which the employer and employee 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 New South Wales 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 the disabled.
- (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) "One Year Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed the two years in-Service course for Secondary Teachers at the Guild Teachers' College or who has satisfactorily completed the William Balmain Teachers College course for Supervisors of the mentally handicapped or who has satisfactorily completed a course of training in teacher education of one year duration at a recognised higher education institution or has acquired other equivalent qualifications; or
 - (ii) A teacher who is not Two, Three, Four or Five Years Trained nor conditionally classified Two, Three or Four Years Trained and who has completed 20 years of service.
- (k) "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 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
 - (iii) A teacher who is a One Year Trained Teacher who in addition to the qualifications necessary for One Year Trained status, has satisfactorily completed a two semester course of training for teacher/librarians conducted by a recognised higher education institution; or
 - (iv) A teacher who has acquired other equivalent qualifications. Provided that in the case of a teacher employed in a pre-school such qualifications shall be a two years full-time course of study in Early Childhood Education at a recognised higher education institution provided further a teacher employed in a pre-school who is not classified as a Three Years Trained Teacher or a Four Years Trained Teacher shall be paid as a Two Years Trained Teacher.
- (l) "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 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
 - (iii) 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
- (iv) A teacher who in addition to satisfying the requirements for classification as a Two Years Trained Teacher has satisfactorily completed a course of study at a category UG2 level; or
 - (v) A person employed as a teacher/librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but who is not a graduate; or
 - (vi) A teacher who has acquired other equivalent qualifications. Provided that in the case of a teacher employed in a pre-school such qualifications shall be a three years full time course of study in Early Childhood Education at a recognised higher education institution or equivalent and shall include a teacher in a pre-school employed as such as at 1 January 1985.
- (m) "Four Years Trained Teacher" means:
- (i) A teacher who is a graduate in Education [four years course]; or
 - (ii) A teacher who is a graduate who holds a Diploma in Education from a recognised higher education institution; or
 - (iii) A teacher who is a graduate who has satisfactorily completed at least a one year full-time course in teacher education at a recognised higher education institution, or who has acquired other equivalent qualifications; or
 - (iv) A teacher who has satisfactorily completed a four years training course at Sydney Teachers' College and the New South Wales Conservatorium of Music; or
 - (v) A teacher who has satisfactorily completed a four years diploma of Art Course that incorporates the equivalent of a one year full-time course in teacher education at a recognised higher education institution; or
 - (vi) A teacher who is a Three Years Trained Teacher other than a teacher to whom clause (l) (ii) applies, who in addition to the qualifications necessary for Three Years Trained status, has satisfactorily completed a two semester course of training for teacher/librarians conducted by a recognised higher education institution; or
 - (vii) A teacher or librarian, 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
 - (viii) A teacher or librarian, who in addition to being a graduate is eligible for Associate (Professional) Membership of the Library Association of Australia; or
 - (ix) A teacher who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has satisfactorily completed a course of study at category PG1 level defined herein; or
 - (x) A teacher who has satisfactorily completed a Master of Teaching degree being a four years full-time course of study from a recognised higher education institution; or
 - (xi) A teacher who has acquired other equivalent qualifications. Provided that in the case of a teacher in a pre-school such qualifications shall be a four years full-time course of study in Early Childhood Education, and a Four Years Trained Teacher in a pre-school shall include a teacher who is a graduate and holds a Diploma in Early Childhood Education from a recognised higher education institution; a teacher who has satisfied the requirements for classification as Three Years Trained Teacher and also completed a course of study in Early Childhood Education at Category PG1 level; a teacher who was employed as a Four Years Trained Teacher as at 1 January 1985 and a teacher who has acquired other equivalent qualifications.

- (n) "Five Years Trained Teacher" means a teacher (other than a teacher in a pre-school) who is:
- (i) a teacher who has obtained a degree from a recognised higher education institution which requires a minimum of four years full-time study and who has, in addition, satisfactorily completed at least a one year full-time course in teacher education including a Diploma in Education from a recognised higher education institution; or
 - (ii) a teacher who is a graduate and who in addition:
 - (A) obtains by study a Masters Degree or Doctorate, from a recognised higher education institution; and
 - (B) satisfactorily completes at least a one year full-time course in teacher education including a Diploma in Education from a recognised higher education institution; or
 - (iii) a teacher who has obtained other equivalent qualifications.
- (o) "Conditionally Classified, Two Years or Three Years Trained Teacher" means a teacher (other than a teacher in pre-school) who has undertaken a two years or a three years course in teacher education, as the case may be, at a New South Wales Department of Education higher education institute, or other equivalent course and who has satisfactorily completed at least three-quarters of the course requirements, or who has acquired other equivalent qualifications; provided that a teacher who has satisfactorily completed a three years in-service course at the Guild Teachers' College shall be classified as a Three Years Conditionally Classified Teacher.
- (p) "Conditionally Classified Four Years Trained Teacher" means a teacher who is a graduate other than a graduate to whom subclause (m) of this clause applies.
- (q) "Senior Teacher - Level 1" means a Four Years or Five Years Trained teacher who has completed at least 12 months full-time service or its part-time equivalent on Step 13 and who has been awarded the classification by an employing authority (provided that in the case of a teacher in a pre-school refer to clause 12 Pre-School Conditions).
- (r) "Senior Teacher - Level 2" means a teacher appointed as such in a primary or secondary department, who is responsible for developing and implementing outstanding teaching practice and leadership with particular reference to the performance and quality of teachers in the school, or who is required to perform other duties of comparable level (including in the area of pastoral care) requiring a high level of professional expertise.
- (s) "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.
- (t) "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.
- (u) "Deputy Principal" means a teacher appointed as such in a primary or secondary department, who assists the Principal in his / her responsibility for the conduct and organisation of the school.
- (v) Positions of Special Responsibility:
- (i) "Co-ordinator 1" means a teacher appointed as such in a primary or secondary department who is:
 - (A) responsible for the co-ordination of a programme of work in an area of instruction or other activity; or
 - (B) required to assist a Co-ordinator 2 in the performance of his / her duties; or
 - (C) required to perform other duties, as determined by the Principal.

- (ii) "Co-ordinator 2" means a teacher appointed as such in a primary or secondary department who is responsible to the Principal for the co-ordination of a programme of work in an area of instruction or other activity.
- (iii) Co-ordinator "3" means a teacher appointed as such in a primary or secondary department who is responsible to the Principal for:
 - (A) the supervision of Co-ordinators 1 and 2 and Senior Teacher - Level 2; and/or
 - (B) the co-ordination and supervision of the academic programme of the school in the secondary or primary departments or both; and/or
 - (C) the professional development of teachers at the school; and/or
 - (D) other duties as required by the Principal.
- (iv) "Director" means the teacher employed in a pre-school who is responsible for the day to day operation of the pre-school.
- (w) "Category UG2 Level" means a course of study leading to a category UG2 Diploma Award as described in Statement No. 1, Nomenclature and Guidelines for Awards in Advanced Education, issued by the Australian Council on Awards in Advanced Education, and recognised by the said Council for inclusion in the National Register of Awards in Advanced Education.
- (x) "Category PG1 Level" means a course of study leading to a category PG1 Graduate Diploma [at the 20.1 or 20.2 level] as described in Statement No. 1, Nomenclature and Guidelines for Awards in Advanced Education, August 1972 [as amended] and recognised by the said Council for inclusion in the National Register of Awards in Advanced Education.
- (y) "Degree Course" means a course of study at UG1 level at a recognised higher education institution of at least three years full-time duration, or its part-time equivalent.
- (z) "Union" means the New South Wales Independent Education Union.
- (aa) "Class" means
 - (i) In a primary department - a standard roll class of pupils. (Note: a two stream primary school is likely to have 14 classes in K to 6.)
 - (ii) In a secondary department - a standard English class. (Note: a secondary department may have two streams in years 7 to 10 and one stream in years 11 and 12 and thus will have 10 "classes".)
- (bb) "Pre-School" means an establishment which provides educational development programmes, child care or other services for children under school age and which usually operates during hours and terms which approximate those of a recognised school. A pre-school may operate on a sessional basis (morning and/or afternoon sessions) or on a full day basis.
- (cc) "Early Childhood Services Centre" (ECS Centre) means an establishment which provides child care and/or educational development programmes or other services for children under school age and shall include:
 - (i) "Early Intervention Services" means individual programmes for developmentally delayed or disabled children, or children at risk of being developmentally delayed or disabled, aged 0 to 6 years, aimed at providing assistance to the child and its family in the areas of physical, emotional, social and educational needs.

- (ii) "Long Day Care Centre" means a child care establishment which usually provides services over a period of approximately eight hours or more each day for approximately 48 weeks or more during the year.
- (iii) "Multi-Purpose Centre" means a child care establishment which usually provides the services of a long day care centre, together with the services of a full-day care centre and/or a sessional care centre.
- (dd) "Unit" means a group or class of children in a pre-school which does not at any time exceed 25 children, but which need not necessarily consist of the same children at all times.

3. SALARY SCALES

- 3.1 (a) The minimum annual rate of salary payable to full-time teachers in schools and pre-schools shall be as set out in Part B, Table 1A. Weekly salaries shall be ascertained by dividing the annual salaries by 521/7.

(b) 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. These payments are subject to the following conditions:

- (i) 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.

Term weeks worked by Teacher

_____ x One - off payment.
Term weeks in the School Year

- (ii) 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.
 - (iii) 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.
 - (iv) 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 as per clause 3.1 (b) (i).
- (c) Five Years Trained Teachers
- (i) A Five Years Trained Teacher shall commence on Step 6 of the scale and progress according to normal years of service to Step 13 of the scale;
- (d) Four Years Trained Teachers

- (i) A Four Years Trained Teacher shall commence on Step 5 of the scale and progress according to normal years of service to Step 13 of the scale;
 - (ii) A Four Years Trained Teacher upon satisfying the requirements for classification as a Five Years Trained Teacher shall have his or her incremental position advanced one year with retention of normal incremental date and shall thereafter progress according to normal years of service.
- (e) Two Years Trained Teachers
 - (i) A Two Years Trained Teacher shall commence on Step 2 of the scale and progress according to normal years of service to Step 9 of the scale.
 - (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 normal incremental date and shall thereafter progress in accordance with normal years of service to Step 9 of the scale;
 - (iii) A Two Years Trained Teacher who has completed at least three years on Step 9 of the scale 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 of the scale.

The progression may be awarded by an employing authority in accordance with the provisions of clause 3.5.
 - (iv) Such professional development, if it is to be considered for the purposes of clause 3.1 (e) (iii), must be deemed relevant to the Two Years Trained Teacher's employment by the employer
- (f) Three Years Trained Teachers
 - (i) A Three Years Trained Teacher shall commence on Step 3 of the scale and shall progress according to normal years of service to Step 9 of the scale;
 - (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.
 - (iv) A Three Years Trained Teacher who has completed at least 12 months on Step 9 of the salary scale may apply for progression to Step 10 and thereafter progress to Step 13 after completion of one years service on each of Step 10, Step 11 and Step 12 of the scale. The progression may be awarded by an employing authority in accordance with the provisions of clause 3.5.
- (g) One Year Trained Teacher / Teacher Not Otherwise Classified

A One Year Trained Teacher and a Teacher Not Otherwise Classified shall commence on Step 1 of the scale and progress according to normal years of service to Step 6 of the scale.
- (h) Conditionally Classified Two Years Trained Teacher

A conditionally Classified Two Years Trained Teacher shall commence on Step 2 of the scale and progress according to normal years of service to Step 6 of the scale; provided that a teacher shall after 15 years' service progress to Step 7 of the scale and shall thereafter progress according to normal years of service to Step 9 of the scale.

(i) Conditionally Classified Three Years Trained Teacher

A Conditionally Classified Three Years Trained Teacher shall commence on Step 3 of the scale and progress according to normal years of service to Step 6 of the scale; provided that a teacher shall after 15 years' service progress to Step 7 of the scale and shall thereafter progress according to normal years of service to Step 9 of the scale.

(j) Conditionally Classified Four Years Trained Teacher

A Conditionally Classified Four Years Trained Teacher shall commence on Step 5 of the scale and progress according to normal years of service to Step 9 of the scale; provided that a teacher shall after 15 years service, progress to Step 10 of the scale and shall thereafter progress according to normal years of service to Step 13 of the scale.

(k) Teachers who were employed as at 31 December 1974 and whose salaries were adjusted to an appropriate step in the scale prescribed by the variation of the award published on 10 September 1975 [198 IG 2429] shall be deemed then to have had the years of service and to have qualified by the said variation and to have progressed in salary thereafter in accordance with the award.

3.2 Special Education Allowances

- (a) Teachers appointed to teach classes of children with disabilities shall be paid in addition to the salaries provided for in clause 3.1 an allowance as set out in Part B, Table 2, Item 1. A part-time teacher shall receive the allowance set out in Part B, Table 2, Item 2.
- (b) A principal teacher of a school for children with disabilities shall be paid, in addition to the salaries provided in the scales and the allowance provided in paragraph (a) above, a further allowance at the rate as set out in Part B, Table 2, Item 3 for each member of staff being supervised; provided that the maximum payment for such further allowance shall be as set out in Part B, Table 2, Item 4.

3.3 Calculation of Service

(a) Teachers in Schools

For the purpose of this clause, any teacher if required by the employer so to do, shall upon engagement establish to the satisfaction of the employer, the length of his or her 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 and the period so established shall be taken to be the length of such service, for the purpose of that employment. For the purpose of calculating service:

- (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 by reference to the ratio which the number of hours taught by the teacher in any year bears to the normal number of hours taught by a full-time teacher at the school in the same year;
- (iii) Casual teachers shall be entitled to normal incremental progression on the basis of one increment for each 204 days of service.

Provided that when calculating service, one year of service may be deducted for every continuous period of five years' absence from teaching.

(b) Teachers in Pre-Schools

- (i) For the purpose of this clause, any teacher if required by the employer to do so, shall upon engagement establish to the satisfaction of the employer, the length of his or her teaching service in any Pre-School, Early Childhood Services Centre (ECS Centre), Multi-Purpose Centre or in early childhood education services for children up to 8 years of age, or in the Infants Department of Schools registered or certified under the appropriate legislation in other States or Territories of the Commonwealth of Australia, and that period so established shall be taken to be the length of such service for the purpose of that employment.
- (ii) For the purpose of this clause, a period of service other than service within clause 3.3 (b) (i), shall be counted as service in accordance with the following principles:
 - (1) A period of service as a lecturer in early childhood education or child development, as a child development officer, or as a Family Day Care Co-ordinator or equivalent shall be recognised as service;
 - (2) A period of service as a carer in the child care industry, including service as a Family Day Care carer (as recognised under State Government Regulations), and a Child Care Certificate worker or equivalent, shall be recognised as service at the rate of one increment for each completed three years so engaged to a maximum of four increments.
- (iii) For the purpose of calculating service:-
 - (1) Any employment as a full-time employee (including employment as a temporary full-time employee) as referred to in clause 3.3 (b) (i) and (ii) shall be counted as service.
 - (2) The amount of service of a part-time teacher (including a temporary part-time teacher) shall be calculated by reference to the ratio which the number of hours worked by the teacher in any year bears to the normal number of hours worked by a full-time teacher at that pre-school in the same year, provided that a period of part-time service in terms of clause 3.3 (b) (ii) shall count as service in the proportion that the part-time employment bears to full-time employment in that occupation.
 - (3) The amount of service of a casual teacher employed in an ECS Centre shall be calculated by reference to the ratio which the number of days (or equivalent) worked by the teacher in any year bears to the normal number of days worked by a full-time teacher at the ECS Centre in the same year.
 - (4) Casual teachers shall be entitled to normal incremental progression on the basis of one increment for each 204 days of service.
 - (5) Provided also that the salary incremental date of any teacher who has taken leave without pay may be altered by adding the period of such leave without pay to the salary incremental date applicable to that teacher prior to the leave without pay.

3.4 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 clause.

- (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 clause 3.4 (b) (i) which establishes that a teacher is eligible to transfer to a higher salary step, such transfer shall take effect:
 - (1) 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
 - (2) Where the application for transfer is not received by the employer within the time specified in (1), 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, Conditionally Classified Four Years Trained, One Year Trained or Not Otherwise Classified and 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.

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

- (a) A Four or Five Years Trained teacher who has completed 12 months on Step 13 of the scale may apply to be classified as a Senior Teacher - Level 1 with salary as set out in Part B, Table 1A. A Two Years Trained Teacher who has completed three years on Step 9 of the scale may apply for further progression pursuant to clause 3.1 (e) (iii).
- (b) A teacher referred to in clause 3.5 (a) above, 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 clause 3.5 (a):
 - (i) Tertiary Study - courses of study undertaken at an approved tertiary institution; or
 - (ii) In-service - accredited by the Principal of the school, which is conducted by Department of School Education, 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:

- (1) 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.
- (2) Involvement beyond the classroom - Sharing and learning knowledge and skills with and from peers; involvement in co-operative planning.
- (3) 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 Two Years Trained Teacher who has been assessed as a highly skilled and competent teacher pursuant to subclause 3.5 (b) and who subsequently completes a course of training which makes the teacher eligible to be reclassified as Four or Five Years Trained pursuant to subclause 3.4, shall also be classified as Senior Teacher Level 1 on such reclassification, provided that after 1991 the teacher shall have completed nine years of service.
- (d) A Three Years Trained Teacher who has been assessed as a highly skilled and competent teacher pursuant to subclause 3.5 (b) and who subsequently completes a course of training which makes the teacher eligible to be reclassified as Four or Five Years Trained pursuant to subclause 3.4, shall also be classified as Senior Teacher - Level 1 on such reclassification, provided that after 1991 the teacher shall have completed nine years of service.
- (e) A recommendation for classification or progression pursuant to this clause, 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 a teacher who becomes eligible during a period of paid leave, such classification or progression shall take effect from the date of eligibility.

3.6 Payment Fortnightly / Half Monthly

- (a) The salary payable to any teacher other than a casual teacher pursuant to this clause, shall be payable either fortnightly or half-monthly.
- (b) Where the pay day for a half-monthly pay period falls on a Saturday, Sunday or public holiday, salaries shall be paid on the day not being a Saturday, Sunday or public holiday immediately preceding said pay day.
- (c) 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.

3.7 Payment of Part-Time, Temporary and Casual Teachers:

- (a) (i) Subject to clause 3.7 (ii), 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.
- (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) (i) The salary payable to a casual teacher shall be the appropriate rate in clause 3.1 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, 816 in the case of a quarterly day payment only for a teacher employed in a pre-school, plus 5%. These rates are set out in Table 3 together with the casual rates from Day 1, Term 2, 2001 until 1 July, 2001.

provided that the maximum rates payable shall be as follows:

Classification	Step
Four Years Trained	8
Three Years Trained	6
Two Years Trained	5
One Year Trained	2
Not Otherwise Classified	1
Conditionally Classified Four Years Trained	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*.

- (d) A casual teacher shall be paid for a minimum of half a day except that a casual teacher in a pre-school shall be paid for a minimum of a quarter day for each single engagement. See Part B, Table 3.
- (e) Casual teachers shall be entitled to normal incremental progression on the basis of one increment for each 204 days of service.

3.8 Travelling Expenses

- (a) Where the use of a vehicle is required in connection with employment, other than for journeys between home and the place of employment, the teacher shall be paid an allowance as set out in Part B, Table 2, Item 5.
- (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.

3.9 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.

3.10 Overpayments

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. TERMS OF ENGAGEMENT

- 4.1 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.
- 4.2 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.
- 4.3 The foregoing shall not affect the right of the employer to dismiss summarily any teacher for incompetence, misrepresentation, neglect of duty or other misconduct.
- 4.4 Upon the termination of service of a teacher (other than a casual teacher), the employer shall provide a statement of service setting out the length of service, the number of classes and range of subjects taught (or the age of the children taught in the case of a teacher employed in a pre-school), the promotions positions held and any special and/or additional duties performed by such teacher.
- 4.5 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.
- 4.6 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.

5. PRO RATA ANNUAL LEAVE PAYMENT

- 5.1 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.
- 5.2 The provisions of this clause shall apply where:
- (a) a teacher's employment ceases;
 - (b) a teacher commences employment after the School Service Date;
 - (c) where a teacher takes approved leave without pay; or
 - (d) where the hours which a teacher normally teaches at a school have varied since the School Service Date ("a teacher whose hours have varied"), and payments shall be made to such teachers by application of the formula prescribed by either clause 5.3 (a) or (b), as appropriate, and, if relevant, by the application of the provisions of clauses 5.5, 5.6 and 5.7 in combination.
- 5.3 (a) Calculation of Payments

Payments made pursuant to this clause to a teacher whose hours have varied shall be calculated in accordance with the following formula:

$$P = \frac{s \times c}{b} - d$$

Where:

P is the payment due.

s is the total salary paid in respect of term weeks, or part thereof, since the anniversary of employment [or date of employment in circumstances where a teacher has been employed by the school for less than one year].

b is the number of term weeks, or part thereof, in the year.

c is the number of non-term weeks, or part thereof, in the year.

d is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the anniversary of employment [or date of employment in circumstances where a teacher has been employed by the school for less than one year].

- (b) Payments made otherwise pursuant to this clause shall be calculated in accordance with the following formula:

$$P = s \times \frac{t \times c}{b} - d$$

Where:

P is the payment due.

s is an amount equivalent to a week's salary [including allowances] of the teacher at the date of application of the formula.

t is the number of term weeks, or part thereof, worked by the teacher since the School Service Date.

b is the number of term weeks, or part thereof, in the year.

c is the number of non-term weeks, or part thereof, in the year.

d is the number of non-term weeks, or part thereof, worked by the teacher since the school service date.

- (c) For the purposes of this clause:

(i) "School 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.

(ii) "Teacher" means any teacher other than a casual teacher.

5.4 Termination of Employment

A teacher shall be entitled on termination of employment to a payment calculated in accordance with this clause.

5.5 Teachers Who Commence Employment After The Commencement Of The School Year

- (a) A teacher who commences employment after the usual date of commencement at a school in any school year, shall be paid from the date the teacher commences, provided that at the end of Term IV or final semester in that year, the teacher shall be paid an amount calculated pursuant to

subclause 5.3 and shall receive no salary or other payment other than payment under this clause until the School Service Date or the resumption of Term 1 or first semester in the following school year.

- (b) In each succeeding year of employment, the anniversary of appointment of the teacher for the purpose of this clause shall be deemed to be the School Service Date.

5.6 Teachers Who Take Approved Leave Without Pay

Where a teacher takes leave without pay 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 without pay commences and concludes in the same school year:
- (i) subject to clause 5.6 (a) (ii) below, the payment shall be calculated and made at the conclusion of Term IV of that school year; and
 - (ii) if the leave without pay commences on the day following the last teaching day of a term and concludes on the day preceding the first teaching day of a term in the same year a payment shall be calculated and made:
 - (A) at the commencement of the leave in respect of that year; and
 - (B) at the end of Term IV in accordance with clause 5.6 (c).
- (b) If the leave without pay 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) The payment to be made to a teacher at the conclusion of Term IV of a school year:
- (i) pursuant to subclause 5.6 (a) (ii) (B);
 - (ii) or in circumstances where, with the agreement of the employer, a teacher who has been paid pursuant to subclause 5.6 (b) (i) returns from leave during the school year in which the leave commenced and notwithstanding that as a result did not in total exceed 20 pupil days, shall be determined by:
 - (A) applying the formula in subclause 5.3 as if no payment had been made to the teacher pursuant to subclause 5.6 (a) (ii) (A) or subclause 5.6 (b) (i); and
 - (B) deducting from that amount the amount paid to the teacher pursuant to subclause 5.6 (a) (ii) (A) or subclause 5.6 (b) (i).
- (d) Notwithstanding the provisions of subclause 5.1 (a), 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.

(Notation):

The employers and the Union are of the unanimous view that other than in exceptional circumstances leave without pay 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 unless the employer has expressly agreed to the contrary.]

5.7 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 in the next school year, the teacher shall be paid at the conclusion of Term IV or final semester of that year in accordance with the formula provided in clause 5.3 (a) and shall receive no salary or other payment other than payment under this clause until the School Service Date or the resumption of Term 1 or the first semester in the following school year.

6. ANNUAL HOLIDAY LOADING

- 6.1 Subject to clause 6.6, 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.
- 6.2 The loading shall be payable in addition to the pay payable to the teacher for the period of the school summer vacation.
- 6.3 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 clause 6.6.
- 6.4 The loading shall be the amount payable for the period specified in clause 6.3 or 6.6 at the rate of 17.5 per cent of the weekly equivalent of the teacher's annual salary.
- 6.5 For the purposes of this clause, "salary" shall mean the salary payable to the teacher at the first day of December of the year in which the loading is payable together with, where applicable, the allowances prescribed by clause 3.2 and 7.3, but not including any other allowances or amount otherwise payable in addition to salary.

Provided that where clause 6.6 applies, "salary" shall mean the salary [together with allowances payable as aforesaid] payable immediately prior to the payment made to the teacher pursuant to clause 5.3 (b).

- 6.6 Where a teacher receives a payment pursuant to clause 5.3 (b), including the case where a teacher's employment is terminated by the employer during the school year for a reason other than misconduct, the teacher shall be entitled to be paid for that part of such fraction of the annual holiday loading he or she would be entitled to for the full school year as is equal to the fraction which the number of school weeks worked by the teacher in that year bears to the number of school weeks he or she would be normally required by the Principal to work in a full school year.

7. PROMOTIONS POSITIONS

7.1 Establishment of Positions

- (a) Deputy Principal

The position of Deputy Principal must be established:

- (i) where the enrolment of the whole school exceeds 200, or
- (ii) if the primary and secondary sections of the school are located at different sites, and staff and curriculum support is conducted separately, where the enrolment in a section exceeds 200.

Where a Deputy Principal in a primary department with enrolments between 101 and 200 is receiving an allowance at the rate prescribed for a primary department with enrolments between 201 and 250 at the date of the commencement of this award, such Deputy Principal shall continue to be paid the allowance prescribed for such a primary department in this award while continuing to occupy that position. In such a school where a Deputy Principal is employed, the school need not appoint a teacher to hold a Position of Special Responsibility in accordance with clause 7.1 (b).

(b) Positions of Special Responsibility

- (i) Each school may establish positions to meet its managerial needs and determine the title of each position.
- (ii) Subject to subclause 7.1 (b) (iii) and (iv) below, a school must create the minimum number of positions of special responsibility determined by the number of points applicable to that school as set out in the table in subclause 7.1 (c) below.
- (iii) In a secondary department a Co-ordinator 2 position must be established where the teaching hours of a programme of work in an area of instruction or activity as determined by the school (e.g., subject or key learning area) exceeds 2,000 hours per annum, or where the position has other duties (of a comparable level) as determined by the Principal.
- (iv) 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 of aggregated instruction in an area of instruction that involves more than one subject, shall not exceed 4,000 teaching hours per annum.

(c) Positions of Special Responsibility - Points Tables.

Subject to clause 7.5 the points applicable to a department shall be established according to the following tables:

Primary Departments					
Classes	Points	Classes	Points	Classes	Points
1	0	10	3	19	6
2	0	11	3	20	6
3	0	12	3	21	6
4	1	13	4	22	7
5	1	14	4	23	7
6	1	15	4	24	7
7	2	16	5	25	8
8	2	17	5	26	8
9	2	18	5	27	8

Secondary Departments					
Classes	Points	Classes	Points	Classes	Points
1	0	20	13	39	26
2	1	21	14	40	27
3	2	22	15	41	28

4	2	23	15	42	28
5	3	24	16	43	29
6	4	25	17	44	30
7	4	26	17	45	31
8	5	27	18	46	31
9	6	28	19	47	32
10	6	29	20	48	33
11	7	30	20	49	33
12	8	31	21	50	34
13	8	32	22	51	35
14	9	33	22	52	35
15	10	34	23	53	36
16	11	35	24	54	37
17	11	36	24	55	37
18	12	37	25	56	38
19	13	38	26	57	39

7.2 Minimum Number of Positions

In establishing the minimum number of positions required to be established under clause 7.1 (b) (ii) each position of special responsibility established by a school has a points value as follows:

Points Value Table

Position	Points
Senior Teacher 2	1
Co-ordinator 1	1
Co-ordinator 2	2
Co-ordinator 3	3

7.3 Allowances

- The allowance for positions of special responsibility applicable to these levels as set out in Part B, Table 1B, Item 1 shall be in addition to the salary applicable to the appointee, but shall be no less than Step 9 (secondary) and Step 7 (primary).
- The allowance for the Deputy Principal position as set out in Part B, Table 1B, Item 2 shall be in addition to the salary applicable to the appointee, but that salary shall be no less than Step 9 (secondary) and Step 7 (primary).
- The allowance for the position of Director in a pre-school shall be as set out in Part B, Table 1C.

7.4 Acting Appointments

If an employer appoints a teacher to act in a position of special responsibility or as a Deputy Principal for at least ten consecutive school days, the employer must pay the teacher the rate of allowance prescribed for that position.

7.5 Special Schools

- The table below will apply to registered special schools within the meaning of *the Education Act* 1990 or Schools for children with disabilities instead of subclause 7.1 (c).

Special Schools: Promotions Positions	
Number of Teachers (FTE)	Promotions Points
0 - 3	0

4 - 8	1
9 - 12	2
13 - 14	3
15 - 17	4
17+	5

- (b) The parties agree to have further discussions on the schedule of promotions positions prior to the expiry of this award.

7.6 Steiner Schools

- (a) The parties acknowledge that the Steiner Schools do not appoint teachers to position of special responsibility or as Deputy Principal.
- (b) In recognition of the nature of the work performed by teachers in the circumstances set out in clause 7.6 (a) the schools will apply the formula below:

$$A = \frac{B}{C}$$

Where:

A = Amount payable to each participant;

B = Amount which would have been payable to teachers holding promotion positions if the award applied;

C = The number of teachers at the school from time to time approved by the College of Teachers (or its administrative equivalent) as participants for the purpose of this subclause on the basis of full-time equivalents.

7.7 Pre-Schools

The parties agree to have further discussions about the circumstances in which the position of Director should be established in this award.

8. MISCELLANEOUS

- 8.1 The normal duties of teachers shall include playground duties, sports duties, and usual extra-curricular activities and, in relation to teachers appointed to residential positions, the usual residential duties.
- 8.2 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.
- 8.3 See clause 12 Pre-School Conditions for additional requirements and conditions of employment for teachers employed in pre-schools.

9. UNION REPRESENTATIVES

- 9.1 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.
- 9.2 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.

- 9.3 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.

10. LEAVE

10.1 Sick Leave

(a) 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:

- (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 said year;

Provided that the maximum sick leave, which may be taken during the first year of service, shall not exceed 15 days.

And provided further that a temporary teacher shall be entitled to sick leave in accordance with the provisions of this paragraph, and in that proportion of 15 days which the period of appointment of the teacher bears to the school year of the school at which he or she is employed.

- (ii) After the first year of service with an employer, the period of sick leave shall, subject to clause 10.2, not exceed in any year of service 22 working days on full pay, followed by 22 working days on half pay.
- (iii) A teacher shall not be entitled to sick leave for any period in respect of which such teacher is entitled to workers' compensation.
- (iv) 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.

- (v) Other than in respect of the first two days absence in respect of sickness in any year, a teacher shall, upon request, provide a medical certificate addressed to the employer, or, if the employer requires, to the school medical officer. Notwithstanding the foregoing, the employer may require other evidence of the sickness.
- (vi) Notwithstanding the provisions of clause 10.1 (a) (i) and (ii), 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.

(b) Sick leave shall accumulate from year to year as follows:

- (i) Untaken sick leave entitlement in the first year of service with an employer shall not be accumulated.
- (ii) Untaken sick leave in the second year of service with an employer and thereafter 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 an employee shall only be entitled to the sick leave accumulated in the respect of the four years of continuous 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.
- (iv) Accumulated sick leave days on full pay shall be taken prior to accumulated sick leave days on half pay.
- (v) Sick leave which accrues to a teacher at the commencement of a year of service pursuant to subclause 10.1 (a) shall be taken prior to the taking of any sick leave which the teacher has accumulated in accordance with subclause 10.1 (b).
- (vi) A part-time teacher shall accumulate sick leave entitlements pursuant to the provisions of this subclause in that proportion which the number of teaching hours in a full school week bears to the number of teaching hours that a full-time teacher at the school is normally required to teach.

10.2 Domestic Leave

A teacher other than a casual teacher is entitled to one day per year deducted from sick leave for moving house or other domestic emergency leave. A teacher shall give the Principal appropriate notice of when this leave is to be taken.

10.3 Carers Leave

(a) Use of Sick Leave

- (i) A teacher other than a casual teacher with responsibilities in relation to a class of person set out in subclause 10.3 (a) (iii) (B) who needs the teacher's care and support shall be entitled to use in any year, in accordance with this subclause, ten days of his or her current and 30 days of his or her accrued sick leave entitlement provided for at subclause 10.1, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (ii) The teacher shall, if required by the employer, establish, either by production of a medical certificate, statutory declaration, written statement or other evidence, that the person concerned is ill and requires care. In normal circumstances, an employee shall not take carer's leave under this clause where another person has taken leave to care for a person referred to subclause 10.3 (iii) (B).
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (A) the employee being responsible for the care and support of the person concerned; and
 - (B) the person concerned being:
 - (1) a member of the employee's immediate family; or
 - (2) a member of the employee's household.

The term 'immediate family' includes:

- (aa) a spouse (including former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to the person; and

- (bb) a child or adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), a parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the teacher or spouse of the teacher.
 - (iv) The teacher shall not be entitled to paid carer's leave unless he or she notifies the Principal of the school (or a person deputised by the Principal) of the need for carer's leave and the estimated period of absence at the first available opportunity and, where possible, before the first organised activity at the school on the day of absence. The teacher will have sick leave credits available to the extent of the leave to be taken.
 - (v) Notwithstanding subclause 10.3 (a), a part-time teacher is only entitled to an amount of carer's leave in the same proportion the teaching hours of a part-time teacher bears to the teaching hours which a full-time teacher at the school is normally required to teach.
 - (vi) Any carer's leave taken in accordance with this clause shall be deducted from the sick leave entitlement of the teacher in accordance with subclause 10.1 Sick Leave.
- (b) Unpaid Leave
- A teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause 10.3 (a) (iii) who is ill.
- (c) Grievance Procedure
- In the event of any dispute arising in connection with any part of this clause, such dispute shall be processed in accordance with the dispute settling provision of this award.

10.4 Parental Leave

- (a) Maternity Leave
- (i) A teacher who takes unpaid maternity leave under the provisions of the *Industrial Relations Act 1996* must be paid under this clause.
 - (ii) The amount of paid leave for a teacher who takes leave after 29th January 2001 shall be nine weeks.
 - (iii) The teacher must be paid at the rate the teacher was paid at the time of commencing leave.
 - (iv) The teacher must be paid:
 - (A) at the usual times and intervals that other teachers are paid at the school, or
 - (B) if the teacher asks two weeks in advance and the school agrees, in a lump sum.
 - (v) The employer must pay the first or lump sum payments at the pay period commencing closest to:
 - (A) six weeks before the anticipated date of birth, or
 - (B) if birth occurs before the time referred to in (a), the date of the birth; or
 - (C) if the teacher has not commenced maternity leave at the time referred to in (A), when the teacher commences leave.
 - (vi) If a teacher's pregnancy is terminated other than by the birth of a living child:
 - (A) more than 20 weeks before the anticipated date of birth the teacher is not entitled to the payment;

- (B) less than 20 weeks before the anticipated date of birth the teacher is entitled to the payment while she remains on leave.
- (vii) The period of maternity leave will not count as a period of service under this award or any statute.
- (viii) Except as varied by this provision, Part 4 of Chapter 4 of the *Industrial Relations Act* 1996 shall apply.

(Notation):

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

(b) Paternity Leave

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.

(c) Adoption Leave

A teacher shall be entitled to nine weeks paid leave for the purpose of adopting any child providing the leave is taken after 29th January 2001 and before the child reaches full-time enrolment age.

10.5 Long Service Leave

(a) 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.

(b) Quantum of Leave

Subject to subclause 10.5 (c) the amount of long service leave to which a teacher shall be entitled shall:

- (i) In the case of a teacher who has completed at least ten years service with the same employer be:
 - (A) in respect of ten years service so completed 13 weeks; and
 - (B) in respect of each additional five years of service with the employer since the teacher last became entitled to long service leave, 10 weeks; and
 - (C) on the termination of the teacher's employment, in respect of completed service with the employer since the teacher last became entitled to an amount of long service leave, a proportionate amount on the basis of two weeks for one year's service.
- (ii) In the case of a teacher who has completed with an employer five years service, and whose services are terminated by the employer for any reason other than misconduct or

cease for any other reason, be a proportionate amount on the basis of 13 weeks for ten years service (such service to include service with the employer as an adult and otherwise than as an adult).

(c) Calculation of Entitlement

(i) Teachers employed in a school

In the case of a teacher whose service with an employer began before 1 July 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 10 May 1996 (292 I.G. 651) in respect of the period from 1 August 1985 to 30 April 1995; and
- (C) An amount calculated on the basis of the provisions of clause 12 Long Service Leave of the Teachers (Independent Schools) (State) Award* effective from 1 May 1997 until 28 January, 2001.
- (D) An amount calculated on the basis of the provisions of clause 10.5 (b) Long Service Leave of the Teachers (Independent Schools) (State) Award effective from 29 January 2001 until 31 December 2004.
- (E) The above periods of calculation are listed in the table below:

Calculation of Entitlement Teachers employed in a School	
Prior to 31st July 1985	866 weeks per year.
1st August, 1985 to 30th April, 1995	1.05 weeks per year up to 10 years service. 1.5 weeks per year, or proportion of a year, after 10 years service
1st May, 1995 to 28th January, 2001	1.05 weeks per year up to 10 years service. 2 weeks per year, or proportion of a year, after 10 years service.
On or after the 29th January, 2001	1.3 weeks per year up to 10 years service 2 weeks per year, or proportion of a year, after 10 years service

(ii) Teachers Employed in a Pre-School

Teachers employed in a Pre-School see clause 10.5 (h).

(d) Conditions of Taking Leave

- (i) 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.

- (ii) Where long service leave is taken so that it commences on the first day after a period of pupil vacation, which falls between school terms, and concludes on the last day prior to a period of pupil vacation which falls between school terms, such long service leave shall be exclusive of the pupil vacation periods occurring prior to and following the period of long service leave.
 - (iii) Where a teacher requests and is granted up to one week's leave without pay to be taken in addition to long service leave such that the total period of leave is in accordance with clause 10.5 (h) the conditions of that clause shall apply, provided nothing in this paragraph shall affect the provisions of subclause 5.7.
 - (iv) Where long service leave is not taken in full term periods or in accordance with clause 10.5 (c) it will be inclusive of pupil vacations.
 - (v) 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.
- (e) Subject to the provisions of this clause, any long service leave shall be inclusive of any public holidays and other pupil vacation periods falling within the period of such leave.
- (f) 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 subclause 10.4 Parental Leave) 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.
- (g) **Payment in Lieu of Long Service Leave**
- (i) Where a teacher takes long service leave for an entire school term, the teacher may request 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.
 - (ii) The payment made by the employer in lieu of long service leave in clause 10.5 (g) (i) will not exceed five weeks' salary.
 - (iii) Any payment in clause 10.5 (g) (ii) of this subclause will be paid by the employer upon the commencement of the teacher's long service leave, unless otherwise agreed between the teacher and the employer.
 - (iv) 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.

(h) Quantum of leave and Calculation of Entitlement for Teachers Employed in a Pre-School

The amount of long service leave to which a teacher employed in a pre-school shall be entitled is as follows:

- (i) An amount calculated on the basis of the *Long Service Leave Act* in respect of the period of service before 1 January, 1998 and
- (ii) After 1 January 1998, in the case of a pre-school teacher who has completed at least ten years of service with the same employer be in respect of ten years of service so completed 10.5 weeks.
- (iii) For the period from 1 January 1998 to 31 December 1998, a pre-school teacher who has completed ten years service at 1 January 1998, shall accrue leave on the basis of 1.05 weeks per annum.
- (iv) For the period from 29th January, 2001, a pre-school teacher who has completed ten years service at 29th January, 2001, shall accrue leave on the basis of 1.3 weeks per annum.
- (v) Subject to subclauses 10.5 (h) (i), (ii), (iii) and (iv), after 1 January 1999, in respect of each additional seven years of service with the employer since the teacher last became entitled to long service leave, 10.5 weeks.
- (vi) In the case of a teacher who has completed with an employer five years of service as an adult as of 1 May, 1997 and whose services are terminated by the employer for any reason other than misconduct or cease for any other reason, be a proportionate amount on the basis of clause 10.5 (h) (i) for service before 1 January 1998 and subclause 10.5 (h) (ii) and (iii) for service after 1 January 1998 and subclause 10.5 (h) (iv) for service after 29th January, 2001.

Calculation of Entitlement Teachers employed in a Pre-School	
Prior to 31st December 1997	.866 weeks per year.
1st January, 1998 to 31 December, 1998	1.05 weeks per year.
1st January, 1999 to 28th January, 2001	1.05 weeks per year up to 10 years service. 1.5 weeks per year, or proportion of a year, after 10 years service
On or after the 29th January, 2001	1.3 weeks per year up to 10 years service 1.5 weeks per year, or proportion of a year, after 10 years service

10.6 Bereavement Leave

A teacher shall on the death of a spouse, father, mother, father-in-law, mother-in-law, grand parent, 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. Bereavement leave shall be available to the teacher in respect of the death of a member of the employee's immediate family or household, as defined in subclause 10.3.

A teacher shall not be entitled to bereavement leave under this subclause during any period in respect of which the teacher has been granted other leave.

Bereavement leave may be taken in conjunction with leave available under clause 10.3 (b). In determining such a request the employer will give consideration to the circumstances of the teacher and the reasonable operational requirements of the school.

10.7 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.

10.8 Examination/Study Leave

Any teacher who for the purpose of furthering teacher training, enrolls in any course at a recognised University or recognised teacher training 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.

11. TEACHER SKILL DEVELOPMENT

11.1 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 subclause 11.2.

- 11.2 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.
- 11.3 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.
- 11.4 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 clause 11.1 with appropriate modification and shall be expected to participate as appropriate.

12. PRE-SCHOOL CONDITIONS

12.1 Previous Award Classification

Teachers employed immediately prior to the date of making this award 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 the date of making this award calculated in accordance with the provisions of the previous award.

12.2 Calculation of Other Service for Pre-School Teachers

See clause 3.3 (b).

12.3 Directors

A director appointed as authorised supervisor of a pre-school shall be paid the allowance specified in subclause 7.3(c). The parties agree to have further discussion concerning the obligation to appoint a director (in the case where there is no authorised supervisor).

12.4 Long Service Leave

See clause 10.5 (h).

12.5 Miscellaneous

(a) Crib Break

Not more than 30 minutes nor less than 20 minutes shall be allowed to teachers each day for a midday crib break. Such crib break shall be counted as time worked.

Provided however that a teacher may, by agreement with the employer, leave the premises during the crib break. Where such reasonable request has been made by the teacher, the employer shall give favourable consideration to any such request. Such time away from the premises shall not count as time worked.

(b) First-aid Certificate

(i) Teachers shall be required to obtain and maintain an approved first aid certificate.

(ii) Teachers employed in Pre-Schools will attend such first aid courses in the teacher's own time.

(c) Superannuation

See Clause 17 for the choice of funds for Pre-School teachers.

(d) Terms of Engagement and Information to be Provided to Teachers.

(NB - also see clause 4.)

The days of attendance of a part-time teacher may be varied at the commencement of each calendar year or by mutual agreement between the teacher and the employer with four term weeks notice. The normal hours of a part-time teacher shall not be varied without agreement. Agreement will not be unreasonably withheld.

13. REMUNERATION PACKAGE

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

13.2 For the purposes of this clause:

(a) 'Benefits' means the benefits nominated by the teacher from the benefits provided by the school and listed in clause 13.4 (c).

(b) 'Benefit Value' means the amount specified by the school as the cost to the school of the Benefit provided including Fringe Benefit Tax, if any.

(c) 'Fringe Benefit Tax' means tax imposed by the Fringe Benefits Tax Act 1986.

13.3 Conditions of Employment

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

13.4 Salary Packaging

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

- (a) the Benefits nominated by the teacher; and
- (b) a salary equal to the difference between the Benefit Value and the salary which would have applied to the teacher or under clause 13.3, in the absence of an agreement under this clause.
- (c) The available Benefits are those made available by the school from the following list:
 - (i) superannuation;
 - (ii) childcare provided by the school;
 - (iii) other benefits offered by the school.
- (d) The school must advise the teacher in writing of the Benefit Value before the agreement is entered into.

13.5 During the currency of an agreement under clause 13.4.

- (a) any teacher who takes paid leave on full pay shall receive the Benefits and salary referred to in clause 13.4 (a) and (b).
- (b) if a teacher takes leave without pay the teacher will not be entitled to any Benefits during the period of leave
- (c) if a teacher takes leave on less than full pay he or she shall receive:
 - (i) the Benefits; and
 - (ii) an amount of salary calculated by applying the formula:

$$A = S \times P\% - [(100\% - P\%) \times B]$$

where:

S = the salary determined by clause 13.4 (b).

P = the percentage of salary payable during the leave

B = Benefit Value

A = Amount of salary.
- (d) any other payment under this award, calculated by reference to the teacher's salary, however described, and payable:
 - (i) during employment; or
 - (ii) on termination of employment in respect of untaken paid leave; or
 - (iii) on death,

shall be at the rate of pay which would have applied to the teacher under clause 13.3, in the absence of an agreement under clause 13.4 (a) and (b).

14. 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.

15. DISPUTES PROCEDURE

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

16. NO EXTRA CLAIMS

It is a term of this award that the union undertakes not to pursue any extra claims, award of over award, until 31 August 2004.

17. SUPERANNUATION

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 clauses 3.1 and 3.5; and
 - (ii) the amount of any allowance which is prescribed from time to time for the employee by clauses 3.2 and clause 7.3; and
 - (iii) the amount of any payment made to the employee pursuant to clause 5.
- (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; or
 - (ii) HESTA - Health Employees Superannuation Trust Australia; and
 - (iii) any other superannuation fund approved in accordance with the Commonwealth operational standards for occupational superannuation funds which the employee is

eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee.

- (e) "Casual" means a casual employee as defined in clause 2 Definitions.

17.2 Fund

- (a) The New South Wales Non-Government Schools Superannuation Fund shall be made available by each employer to each employee.
- (b) In the case of a teacher employed in a pre-school, the employer shall make available both HESTA and the New South Wales Non-government Schools Superannuation Fund.

17.3 Benefits

- (a) Except as provided in subclause 17.3 (b), (d), (e) and (g), 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) Where an employee is absent on sick leave and only entitled pursuant to the provisions of this award to receive payment for such sick leave at half pay, the employers' contributions pursuant to this award in respect of that employee during the period of such sick leave shall be reduced to three per cent of the half pay to which the employee is entitled.
- (c) Subject to subclause 17.3 (g), 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.
- (d) 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.
- (e) Contributions shall commence to be paid:
- (i) in the case of an employee who was employed at 1 July 1988, from the beginning of the first pay period commencing on or after 1 July 1988; and
 - (ii) in the case of an employee employed after 1 July 1988, from the beginning of the first pay period commencing on or after the employee's date of engagement.

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

- (f) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (g) An employer shall make contributions pursuant to this award in respect of:
- (i) casual employees who earn in excess of \$1,437.00 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.

- (h) 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 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.
- (i) 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 clause 17.3 (e) in the case of a full-time employee and clause 17.3 (g) 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 clause 17.3 (f) 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 responsibility 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 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 term 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 conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

19. AREA, INCIDENCE AND DURATION

19.1 This award rescinds and replaces the Teachers (Independent Schools)(State) Award published 20 March 1998 (303 I.G. 1104), and all variations thereof.

19.2 It shall apply to all teachers and teacher/librarians employed in any recognised independent school or special school registered under the provisions of the Education Act 1990 in the State, including the independent schools listed below:

Chevalier College
Loreto Convent Kirribilli
Monte Sant Angelo College
Stella Maris College
St Ignatius College
St Stanislaus College

Kincoppal Rose Bay
Loreto College
Rosebank College
St Aloysius College
St Mary Star of the Sea College
St Vincents College

but excluding all Catholic schools not listed in this sub-clause. It shall also apply to teachers employed in a pre-school attached to or operated by an independent school covered by this award.

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; and
 - (b) Members of a recognised religious order and/or Clerks in Holy Orders, and/or Ministers of Religion [including a Minister/Teacher or a Missionary/Teacher who is a member of the Seventh Day Adventist Church and who teaches in a school operated by a local Conference of the Australasian Division of the Seventh Day Adventist Church), provided that application may be made on behalf of any such member to be included within the scope of this award;
 - (c) Employees of all city, municipal, shire and county schools;
 - (d) Employees within the jurisdiction of the Independent Schools and Colleges, General Staff &c. (State) Industrial Committee and the Kindergartens &c. (State) Industrial Committee;
 - (e) Persons employed in kindergartens, nursery schools or other pre-school centres licensed as child care centres under the *Children (Care and Protection) Act 1987* other than such establishments attached to or operated by an independent school covered by this award.
- 19.3 It shall take effect from 1 July 2001 (provided that the increases in rates of pay and allowances shall be paid from the beginning of the first full pay period to commence on or after 1 July 2001) and shall remain in force thereafter until 31 August 2004.

PART B

MONETARY RATES

Table 1A -Wage Rates

Step	Annual Salary from the first full pay period on or after 1 July 2001 \$	Annual Salary from the first full pay period on or after 1 July 2002 \$	(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 \$	(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 \$
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

Table 1B - Co-ordinator and Deputy Principal Allowances

	Annual Allowances from the first full pay period on or after 1 July 2001 \$	Annual Allowances from the first full pay period on or after 1 July 2002 \$	Annual Allowances from the first full pay period on or after 1 Feb. 2003 \$	Annual Allowances from the first full pay period on or after 1 Feb. 2004 \$
Item 1 - subclause 7.3 (a)				
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
Item 2 - subclause 7.3 (b)				
Deputy 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
Deputy 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

Table 1C - Directors Allowances

Units	Annual Allowance from the first full pay period on or after 1 July 2001 \$	Annual Allowance from the first full pay period on or after 1 July 2002 \$	Annual Allowance from the first full pay period on or after 1 Feb. 2003 \$	Annual Allowance from the first full pay period on or after 1 Feb. 2004 \$
1 0-25 Children	3,692	3,803	3,955	4,074
2 26-50 Children	4,507	4,642	4,828	4,973
3 51-75 Children	5,626	5,795	6,027	6,208
4 76 plus Children	7,028	7,239	7,529	7,755

Table 2 - Other Rates and Allowances

Item No.	Clause No. ff	Brief Description	Gross Allowance as at 1 July 2001 \$	Gross Allowance as at 1 July 2002 \$	Gross Allowance as at 1 Feb. 2003 \$	Gross Allowance as at 1 Feb. 2004 \$
1.	3.2(a)	Full-time Teacher - teaching classes of children with disabilities	1,705 per annum. 65.40 per fortnight	1,756 per annum. 67.36 per fortnight	1,826 per annum. 70.04 per fortnight	1,881 per annum. 72.15 per fortnight
2.	3.2(a)	Part-time and Casual Teachers - teaching classes of children with disabilities	8.37 per day	8.61 per day	8.95 per day	9.22 per day
3.	3.2(b)	Principal of school for children with disabilities for each Teacher supervised.	267	275	286	295
4.	3.2(b)	Maximum payment per annum	1,386	1,427	1,484	1,531
5.	3.8(a)	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

Table 3 - Casual Rates (Daily, Half Daily, Pre-school Only Quarter Day)**Casual Rates applicable from Day 1, Term 2, 2001**

Step Level	Full Day	Half Day
Step One	\$155.72	\$77.86
Step Two	\$165.82	\$82.91
Step Three	\$176.87	\$88.43
Step Four	\$186.04	\$93.02
Step Five	\$196.14	\$98.07
Step Six	\$209.26	\$103.13
Step Seven	\$216.34	\$108.17
Step Eight	\$226.47	\$113.23

Casual Rates applicable from 1st July, 2001

Step Level	Full Day	Half Day
Step One	\$160.39	\$80.20
Step Two	\$170.80	\$85.40
Step Three	\$182.18	\$91.09
Step Four	\$191.61	\$95.81
Step Five	\$202.02	\$101.01
Step Six	\$212.45	\$106.22
Step Seven	\$222.84	\$111.42
Step Eight	\$233.27	\$116.63

Casual Rates applicable from 1st July, 2002

Step Level	Full Day	Half Day
Step One	\$165.21	\$82.60
Step Two	\$175.93	\$87.96
Step Three	\$187.65	\$93.82
Step Four	\$197.37	\$98.68
Step Five	\$208.09	\$104.04
Step Six	\$218.82	\$109.41
Step Seven	\$229.52	\$114.77
Step Eight	\$240.26	\$120.13

Casual Rates applicable from 1st February, 2003

Step Level	Full Day	Half Day
Step One	\$171.81	\$85.91
Step Two	\$182.96	\$91.49
Step Three	\$195.14	\$97.58
Step Four	\$205.26	\$102.63
Step Five	\$216.41	\$108.20
Step Six	\$227.57	\$113.79
Step Seven	\$238.71	\$119.35
Step Eight	\$249.88	\$124.94

Casual Rates applicable from 1st February, 2004

Step Level	Full Day	Half Day
Step One	\$176.97	\$88.48
Step Two	\$188.45	\$94.23
Step Three	\$201.00	\$100.50

Step Four	\$211.42	\$105.70
Step Five	\$222.89	\$111.45
Step Six	\$234.40	\$117.20
Step Seven	\$245.85	\$122.93
Step Eight	\$257.37	\$128.69

ATTACHMENT A

SETTLEMENT PROCEDURE : AGREEMENT BETWEEN THE AIS AND THE IEU

1. UNDERLYING PRINCIPLES

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

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

2. OPERATIONAL PROCEDURES BETWEEN THE AIS AND THE IEU

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

- A. Both organisations recognise that it is generally preferable for perceived problems to be discussed between the staff member and the Principal of the school concerned with a view to resolving the matter and that it is only when the normal employer employee process does not achieve a mutually satisfactory result that it is appropriate for the matter to be discussed formally between the AIS and the IEU. This does not preclude earlier informal discussions where appropriate nor does it preclude discussion between the IEU and its members in a school as to the most appropriate method of resolving a problem.
- B. The IEU undertakes to refer to the AIS matters in which it seeks information from an Independent School or to discuss the matters that are of concern to its members and to do this

wherever possible before encouraging school staff and IEU chapters to pass resolutions about the matter.

- C. The AIS undertakes to respond by seeking discussions with the school to ascertain its wishes as to how (and where necessary, through whom) it wishes to proceed in dealing with the matter and to advise the IEU of the school's decision.
- D. The steps that will then follow will be determined to suit the particular matter but in general can be expected to be as follows:

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

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

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

ATTACHMENT B

TEACHER/LIBRARIANS

1. "Teacher/librarian - Class A" means an academically trained teacher or librarian employed mainly as a librarian but whose duties may include teaching as required.

"Teacher/librarian - Class B" means a person other than a teacher/librarian, Class A, employed mainly as a librarian but whose duties may include teaching as required.
2. Without limiting the ordinary meaning of either of the above definitions, a teacher/librarian shall perform duties, as required, in accordance with the general outline of duties of teacher/librarians set out hereafter.
3. A teacher/librarian may be employed as a full-time teacher, a temporary teacher, a part-time teacher, or a casual teacher and whichever one of these categories is applicable to a particular teacher/librarian shall, for the purpose of this award, be referred to as the temporal nature of that employee's employment.
4. A Teacher/librarian - Class A may be classified as:
 - (a) a One Year Trained Teacher; or
 - (b) a Two Years Trained Teacher; or
 - (c) a Three Years Trained Teacher; or
 - (d) a Four Years Trained Teacher; or

- (e) a Five Years Trained Teacher; or
- (f) a Conditionally Classified Two Years or Three Years Trained Teacher; or
- (g) a Conditionally Classified Four Years Trained Teacher;

and whichever one of these categories is applicable to a particular teacher/librarian -Class A, shall for the purposes of this award, be referred to as the teaching status of that employee.

5.
 - (a) A Teacher/librarian - Class A, shall be paid according to teaching status and the temporal nature of the teacher's employment, respectively, the relevant salary prescribed by clause 3.
 - (b) A Teacher/librarian - Class B, shall be paid, according to the temporal nature of the teacher's employment the relevant salary prescribed for Teacher Not Otherwise Classified by clause 3.1 (g).
6. The General Outline of Duties of Teacher/librarians

The integration of the library as a learning laboratory into the teaching programme requires that the librarian act as a teacher, a curriculum consultant and a materials specialist.

(a) Educational Programme

- (i) A teacher/librarian shall have a general professional involvement in the school's teaching and learning programme by:
 - (A) participation in curricula development and revision;
 - (B) assisting individual teachers in curriculum planning;
 - (C) evaluating the suitability of facilities, equipment, materials and services with regard to learning outcomes;
 - (D) establishing a basic library policy in consultation with Principal and staff;
 - (E) being responsible for conduct and discipline of pupils while in the library.
- (ii) A teacher/librarian shall exercise initiative in improving methods of teaching and learning by:
 - (A) developing new uses for materials and equipment;
 - (B) working with teachers to design innovations in teaching and learning;
 - (C) participation in in-service programmes.
- (iii) A teacher/librarian shall ensure that students and staff learn the necessary skills to locate, select and use efficiently library materials and equipment by:
 - (A) co-ordinating library activities with school instructional programmes and introducing materials of special interest;
 - (B) planning a sequential programme of library instruction with teaching staff;
 - (C) giving incidental instruction in library skills;
 - (D) co-operating with staff to assist students to develop competency in reading, listening and viewing skills;

- (E) designing and implementing with the teaching staff a programme to develop student learning skills.
- (iv) A teacher/librarian shall be responsive to user demand by performing general reference and advisory user services.
- (v) A teacher/librarian shall stimulate user demand by:
 - (A) assisting in developing and directing individual reading, listening and viewing guidance programmes;
 - (B) promoting and publicising within the school the services of the library and the resources of the community outside the library.
- (vi) A teacher/librarian shall maintain a continuing interest in educational research by:
 - (A) disseminating research findings;
 - (B) seeking, when appropriate, staff assistance to implement relevant findings within the school;
 - (C) undertaking research.
- (b) Provision of Materials, Equipment and Technical Services
 - (i) A teacher/librarian shall perform the selection duties of:
 - (A) determining and keeping under constant review materials selection policy;
 - (B) enlisting staff participation in evaluation and selecting materials;
 - (C) providing selection aids for finding new materials;
 - (D) participating in a variety of activities designed to acquire knowledge of new materials;
 - (E) evaluating and selecting print and non-print materials.
 - (ii) A teacher/librarian shall perform the acquisition duties of:
 - (A) establishing ordering policies;
 - (B) establishing acquisition policies;
 - (C) establishing an integrated and balanced acquisition of stock.
 - (iii) A teacher/librarian shall perform the production duties of:
 - (A) initiating the production of materials and equipment for teaching and learning situations;
 - (B) initiating the adaption of commercial materials and equipment to meet special needs.
 - (iv) A teacher/librarian shall perform the organisational duties of:
 - (A) establishing cataloguing and classification procedures;
 - (B) establishing processing procedures;

- (C) establishing procedures for circulation of materials;
- (D) establishing procedures for maintenance, repairs and culling of materials.

(c) Administrative Role

A teacher/librarian shall perform the administrative duties of:

- (i) preparing and administering the library budget;
- (ii) selecting [when required by the Principal], training and supervising library staff;
- (iii) scheduling and evaluating the work of the library staff;
- (iv) devising systems for the acquisition, organisation, circulation, maintenance of materials and equipment;
- (v) preparing work manuals outlining appropriate technical procedures;
- (vi) maintaining statistical records which will support the evaluation of library organisation and services;
- (vii) submitting reports to administration;
- (viii) establishing communication with central administrative offices;
- (ix) organising and keeping under constant review the arrangement of library space and furniture;
- (x) participating in the preparation of the educational specifications of the planning of library facilities.

(d) Other Professional Duties

A teacher/librarian shall perform such teaching and/or other professional duties as may be required from time to time by the Principal.

(e) Accountability

A teacher/librarian shall be accountable to the Principal for the proper use of the library and its services.

T. M. KAVANAGH J.

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(058)

SERIAL C0604

BUILDING EMPLOYEES MIXED INDUSTRIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 4837, 4850, 4859 and 5003 of 1999)

Before Commissioner O'Neill

10 August 2001

REVIEWED AWARD**1. AWARD TITLE**

This Award shall be known as the Building Employees Mixed Industries (State) Award.

2. ARRANGEMENT**PART A**

Clause No	Title	Clause No	Title
1	Title	21	Fares and Travelling Time
2	Arrangement	22	Living Away From Home - Distant Work
3	Anti-Discrimination	23	Payment of Wages
4	Definitions	24	Protection of Employees
5	Area Incidence and Duration	25	Amenities
6	Award Modernisation	26	Tools and Clothing
7	Labour Flexibility	27	Apprentices
8	Disputes Settlement Procedure	28	Annual Leave
9	Posting of Notices	29	Annual Leave Loading
10	Union Delegate	30	Sick Leave
11	Hours of Work	31	State Personal/Carer's Leave
12	Shift Work - Painters	32	Jury Service
13	Saturday, Sunday and Public Holiday Pay	33	Bereavement Leave
14	Picnic Day	34	Long Service Leave
15	Overtime	35	Piece Work
16	Wages	36	Terms of Employment
17	Special Rates	37	Superannuation
18	Leading Hands	38	Redundancy
19	Mixed Functions	39	Training Wage
20	Ship Work - Painters		

PART B**MONETARY RATES**

Table 1	Wages
Table 2	Allowances

3. ANTI-DISCRIMINATION

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

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

NOTES

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

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

4. DEFINITIONS

4.1 General

- 4.1.1 "Mixed Enterprises" means an employer's enterprise carried on for the purpose of the production, treatment, distribution or provision of articles, goods, merchandise, materials, the production, treatment, distribution or provision whereof is not mainly attributable to or mainly dependent on the work performed by the classes of employees defined herein but in which the work performed is subsidiary or auxiliary to the carrying on of the enterprise.
- 4.1.2 "Ship Repairs" means:
 - a) all repair work done on ships;
 - b) all work, other than the making of spare parts and stores, done in a workshop used for ship repair only;
 - c) work done in a workshop used for ship repairing, general engineering, metal moulding, steel construction and other heavy metal fabrication on which employees are engaged both on ships and in the workshop.
- 4.1.3 "Casual Hand" means an employee who is employed for a period of less than five days (exclusive of overtime) and applies to builders' labourers.
- 4.1.4 "Maintenance" means work performed by builders' labourers employed in mixed enterprises, not being work in or in connection with the erection of a structure whose purpose is the extension of the productive, administrative, storage or distributive functions of such an enterprise for the purpose of which erection builders' labourers in addition to the regular staff of builders' labourers employed by such enterprise are engaged.
- 4.1.5 "Operators of Explosive-powered Tools" means an employee qualified in accordance with the laws and regulations of New South Wales to operate explosive-powered tools.

- 4.1.6 "Concrete Finisher" means an employee other than a concrete floater engaged in the finishing of concrete or cement work by hand not being finished in marble mosaic or terrazzo.
- 4.1.7 "Concrete Floater" means an employee engaged in concrete cement work and using a wooden or rubber screeder or mechanical trowel or wooden float or engaged in bagging off or broom finishing or patching.
- 4.1.8 "Foundation Shaftsperson" means a builder's labourer employed on the sinking of shafts which will exceed 6 metres in depth for the foundations of buildings or upon consequential steel fixing, timbering and concrete therein.
- 4.1.9 "Scaffolder" means a person engaged substantially in the erecting or altering or dismantling of any structure or framework used or intended to be used in building operations;
- a) to support workers or materials; or
 - b) to support formwork; or
 - c) as a temporary support for members or parts of a building. Where such structure or framework is composed of standards and/or ledgers and/or putlogs or any combination of these components normally used in scaffolding work. Nothing in this definition shall extend to:
 - i) any scaffolding used or intended to be used to support workmen or materials which is not intended to be erected to a height of over 3 metres; or
 - ii) any work relating to formwork which work consists solely of the tying together of occasional pieces of scaffolding tube to Acrow or similar type props; or
 - iii) any work which consists of a structure or framework composed solely of timber.
- 4.1.10 "Scaffolding" means scaffolding which is so placed that a person or objects falling therefrom could fall a distance of 3 metres or more.
- 4.1.11 "Assistant Powder Monkey" means a person assisting under the direct supervision (as defined) a powder monkey in placing and firing explosive charges excluding the operation of explosive power tools.
- 4.1.12 "Assistant Rigger" means a person assisting under the direct supervision (as defined) of a rigger in erecting or placing in position the members of any type of structure (other than scaffolding and aluminium alloy structures) and for the manner of ensuring the stability of such members, for dismantling such structure or for setting up cranes or hoists other than those attached to scaffolding and who has had less than 12 months experience at rigging. This definition shall include an employee either performing rigging work that is an integral part of, or is incidental to, crane operations.
- Not more than one assistant rigger (as defined) shall be employed in any rigging gang (including leading hand and dogger) when the number of employees in the gang does not exceed five.
- 4.1.13 "Direct Supervision" means in relation to subclauses 4.1.11 and 4.1.12 of this clause that the powder monkey or rigger, as the case may be, must be present on the job to guide the work during its progress.

4.2 Painting Trades

- 4.2.1 "Painter" shall mean an employee engaged in any manner whatsoever in hours and general painting, whether by spray or any other method which shall include paper-hanging, decorating, graining, marbling, gilding, plastic work, glass-cutting, except when done by shop salesperson,

picture framers, or furniture makers, scumbling, mixing and matching of colours, kalsomining, distempering, colour washing, lime washing, staining, varnishing, stripping off old paper, removing old paint or varnish, oiling and the preparing of all materials required and the carrying out of all work customary in the trade except ship painters and dockers' work.

- 4.2.2 "Signwriting" shall mean an employee engaged in forming, designing and/or lettering any pictorial stencilled either by screen- stencil or any other process, or other sign in metal leaf, bronze or paints, on hoardings, walls, iron, wood, glass, paper, calico or any other surface and/or the carrying out of all work customary in signwriting but shall not include the recoating of letters already formed which is usually carried out by painters, or persons engaged in forming, designing or lettering price tickets and show cards. Without limiting the general meaning, signwriting work shall include making of stencils and stencilling by screen or any other method, and the making and or fixing of transfers.

Upon the true meaning and interpretation of this award persons not being tradesmen signwriters, employed in the silk screen printing process making stencils, mixing colours or applying such colours to any surface through a mesh stencil and employees assisting such employees are not covered by this award.

- 4.2.3 "Artworkers" shall mean a person other than an apprentice employed on the work of an Artworker Grade 1, Artworker Grade 2 and Base Painter (Art) as defined and shall include such a worker on construction work.

- a) Base Painter Art - shall mean an employee who is required to prepare and paint up to a stage where finishing applications are required on original artwork or artistic works of imitation and design on buildings and other structures. Persons engaged as such would be also required to assist other classifications of Artworkers and in so doing prepare and mix paints and assorted products and materials. This shall include all artworkers other than Artworker Grades 1 and 2.
- b) Artworker - Grade 2 - shall mean an employee engaged in finish treating and detailing, whether by painting or the application of other materials to exhibits, or facades of a temporary nature including canvas or other materials used for artworks and to original artistic works of imitation and design on buildings or other structures. Persons employed as "Artworkers Grade 2" shall have considerable experience gained from employment as an Artworker Grade 1 for not less than four years.
- c) Artworker - Grade 1 - shall mean an employee engaged whether by painting or the application of other materials to complete finishing applications to exhibitions or to original artistic works or artistic works of imitation and design on buildings and other structures. Such persons shall have no less than four years experience with applications and preparations of paints and assorted products and materials.

4.3 Plumbing Trades

- 4.3.1 "Plumbing work" without limiting its ordinary meaning, shall be deemed to include plumbers' lead burning, ship's plumbing, chemical plumbing, oxy- welding, electric welding and brazing applicable to plumbing work as herein defined, all sanitary work, gas-fitting, maintenance, installation and repair of hot and cold water services, and hot water and/or steam heating services, air-conditioning plants, the making up, fitting and installation of sewage and sewerage systems in sheet lead, galvanised iron, cast iron or any other material which supersedes the materials usually used by plumbers, the fixing of roofing, curtain walling, spouting, downpipes, gutters, valleys, ridging and flashings in any metal or any material and the fixing, maintenance and repair of metal drainpipes and vent pipes to any houses or building.

- 4.3.2 "Drainage work" without limiting its ordinary meaning, shall be deemed to include all work, including excavation, in connection with the laying and joining of stoneware and/or pipes for sewerage purposes.

5. AREA INCIDENCE AND DURATION

5.1 Award Review

5.1.1 The changes made to the award pursuant to the Award Review pursuant to section 19 (6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of the New South Wales on 18 December 1998 (308 IG 307) take effect from the first full pay period on or after 10 August 2001.

5.1.2 This reviewed award made pursuant to section 19 rescinds and replaces the Building Employee Mixed Industries - 1996 Wages Adjustment (State) Award published 18 April 1997 (297 IG 1055) as varied, the Building Employee Mixed Industries Redundancy (State) Award published 7 July 1995 (286 IG 690) as varied and the Building Employee Mixed Industries Trade Union Training Leave (State) Award published 25 August 1995 (287 IG 587) as varied. This reviewed award also replaces the Building Employees Mixed Industries (State) Award published 11 June 1993 (275 I.G. 418) as varied.

5.2 Carpenters, Joiners and Bricklayers

5.2.1 The award published 11 June 1993 rescinded and replaced the Carpenters and Joiners and Bricklayers Mixed Enterprises (State) Award published 7 December 1983, and all variations thereof.

5.2.2 It shall apply to all carpenters and joiners, excepting bridge and wharf carpenters, and to all bricklayers and tuckpointers employed in a mixed enterprise as defined in clause 40, Definitions, in the State, including the County of Yancowinna within the jurisdiction of the Carpenters, Bricklayers (State) Conciliation Committee excepting carpenters and joiners and bricklayers and tuckpointers employed under the terms of the Building and Construction Industry (State) Award and any variations thereof.

5.3 Painters and Signwriters

5.3.1 The award published 11 June 1993 rescinded and replaced the Painter and Signwriters Mixed Enterprises (State) Award published 3 December 1975 and reprinted 15 February 1984, and all variations thereof.

5.3.2 It shall apply to all artworkers, painters and signwriters (all as defined) within the industries and callings of the Painters, &c. (State) Industrial Committee, including but without limiting the generality of the foregoing those engaged in mixed enterprises (as defined) and those engaged in painting and/or signwriting shops.

5.4 Plumbers and Gasfitters

5.4.1 The award published 11 June 1993 rescinded and replaced Part "B" - Other Than Building Industry Continuously Employed, of the Plumbers and Gasfitters (State) Award published 17 September 1980 and reprinted 11 July 1984.

5.4.2 It shall apply to all employees in the State, excluding the County of Yancowinna, within the jurisdiction of the Plumbers and Gasfitters (State) Conciliation Committee except for employees to whom Part A - Building Industry, of the Plumbers and Gasfitters (State) Award applies.

5.5 Builders' Labourers

5.5.1 The award published 11 June 1993 rescinded and replaced the Builders Labourers - Mixed Enterprises (State) Award published 13 October 1989 and all variations thereof.

5.5.2 It shall apply to the employment of builders' labourers in any industry where the work performed is subsidiary or is auxiliary to the chief and principal purposes and business of such industry in the State, excluding the County of Yancowinna.

6. AWARD MODERNISATION

- a) The parties are committed to modernising the terms of the award so that it provides for more flexible working arrangements, enhances skills and job satisfaction and assists positively in the restructuring process.
- b) The parties commit themselves to the following principles as part of the structural efficiency process and have agreed to participate in a testing process in accordance with the provisions of this clause.
 - i) Acceptance in principle that the new award skill level definitions will be more suitable for the needs of the industry, more truly reflective of skill levels and the tasks now performed and generally more broadly based, incorporating the ability for an employee to perform a wider range of duties where applicable.
 - ii) The parties will create a genuine career path for employees which allows advancement based on industry accreditation and access to training.
- c) Co-operation in the transition from the old structure to the new structure in an orderly manner without creating false expectations for disputation.
- d) The parties agree that the working party will continue to meet the aim of modernising the award.

7. LABOUR FLEXIBILITY

- a) The parties to this award recognise the diversity of activity in the industry and are committed to maintaining and enhancing the flexibility of operations and deployment of employees as required by the employer.
- b) An employee may be directed to carry out such duties and use such tools as may be required which are within the limits of the employee's skill, competence and training including but not limited by duties which are incidental and peripheral to the employee's main task or function.
- c) An employee may be directed to transfer to another job location at the discretion of the employer provided there is no alteration to the original contract of employment.
- d) Any instruction issued by an employer pursuant to subclauses (b) and (c) of this clause shall be consistent with the employer's responsibility to provide a healthy and safe working environment.

8. DISPUTES SETTLEMENT PROCEDURE

It is agreed that every endeavour will be made to amicably settle any dispute, which may arise at an establishment during the currency of this award, by direct negotiation and consultation between the parties. To facilitate the settlement of any such dispute the following channel of communications shall apply:

8.1 Disputes between Organisations of Employers and Employees

- a) The accredited Union representative at the establishment shall discuss any matter affecting the employees they represent with the supervisor in charge of the work.
- b) If agreement is not reached at this level the Union representative shall approach more senior management.
- c) If the matter is not resolved at those discussions the Union representative shall notify the Secretary of the Union of the nature of the matter in dispute and discussion shall then be carried on between representatives of the management and the Union.

- d) Should negotiations (a), (b) and (c) fail to resolve the dispute, the dispute may be referred to the appropriate State industrial authority.
- e) The dispute shall not be referred in (d) above until steps (a), (b) and (c) have been completed.
- f) While the above procedure is being followed work shall continue normally.
- g) All procedures above shall be consistent with the employers' responsibility to provide a healthy and safe working environment.

8.2 Procedures Relating to Grievances of Individual Employees

- a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolutions at higher levels of authority.
- c) Reasonable time limits must be allowed for discussion at each level of authority.
- d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- e) While a procedure is being followed, normal work must continue.
- f) The employee may be represented by an industrial organisation of employees.

9. POSTING OF NOTICES

No employee shall prevent an official of the union at any reasonable time from posting or keeping posted a copy of this award or any notice of the union, not exceeding 35 cm by 22 cm, in a suitable place on any job.

10. UNION DELEGATE

- a) An employee appointed as a job delegate shall upon notification by the union to the employer be recognised as the accredited representative of the union to which the employee belongs and shall be allowed all necessary time during working hours to submit to the employer matters affecting the employee the employee represents and further shall be allowed reasonable time during working hours to attend to job matters affecting their union. A job delegate shall notify the employer's representative and the union prior to the calling of any stop work meeting.
- b) Prior to dismissal or transfer, 2 days' notice shall be given to any job delegate and their appropriate union. Payment in lieu of notice shall not be given. In the event of the union disputing the decision of management to transfer or terminate the services of the job delegate the employee shall remain on the job during which time the Industrial Relations Commission shall deal with the matter.

11. HOURS OF WORK

Where employees employed pursuant to this award are engaged in an industry other than the building industry and that industry is subject to an award or determination of an industrial tribunal, the hours for employees so engaged shall be those prescribed generally in that industry. Provided that such industry does not average more than 38 hours per week.

11.1 Ordinary Hours

- 11.1.1 The ordinary hours of work under this award shall be an average of 38 per week and may be worked up to 8 hours per day Monday to Friday.

11.1.2 Ordinary hours shall be worked between the hours of 7.30 a.m. and 5.00 p.m. By agreement between an employer and their employees, the working day may begin at 6.00 a.m. or at any time between 6.00 a.m. and 8.00 a.m. and the working time shall begin to run from that time.

11.2 Rest and Meal Break

11.2.1 There shall be allowed, without reduction of pay, a rest period of ten minutes between 8.00 a.m. and 11.00 a.m.

11.2.2 No employee shall be required to work more than six hours without a meal break. Such break shall be not less than thirty minutes duration and not more than sixty minutes duration.

11.2.3 The rest break and the meal break shall not be taken concurrently.

11.3 Implementation of 38 Hour Week.

11.3.1 The method of implementation of the 38-hour week may be any one of the following:

- a) by employees working less than 8 ordinary hours each day; or
- b) by employees working less than 8 ordinary hours on one or more days each week; or
- c) by fixing one weekday on which all employees will be off during a particular work cycle; or
- d) rostering employees off on various days of the week during a particular work cycle so that each employee has one weekday off during that cycle.

11.3.2 In each plant, an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned. In the absence of agreement at plant level the dispute settlement procedure shall be applied without delay.

11.3.3 Notice of Days Off

Except as provided in 11.3.2 where an employee is entitled to a day off during his work cycle, such employee shall be advised by the employer at least four weeks in advance of the week day being taken off.

11.3.4 Substitute Days

- a) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off with another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meeting the requirements of the business in the event of rush orders or some other emergency situations.
- b) An individual employee, with the agreement of the employer, may substitute the day the employee is to take off for another day.

11.3.5 Flexibility in Relation to Rostered Days Off

- a) Where the hours of work of an establishment, plant or section are organised in such a manner as to give employees a rostered day off, the majority of employees and the union or unions concerned in the establishment, plant or section concerned may agree to accrue up to a maximum of five rostered days off.
- b) Where such agreement has been reached the accrued rostered days off must be taken within 12 months.

- c) It is understood between the parties that the involvement of the union or unions concerned, in relation to the accrual of rostered days off would be necessary in cases where it or they have members in the plants concerned and not in non-union establishments.

NOTATION: Enterprises which employ builders labourers, whose hours of work at the time of the making of this award are governed by an award, determination or agreement, Commonwealth or State, which was applicable to the majority of craft or tradesperson employees employed in that establishment, may continue to work in accordance with the hours of work provisions of such award, determination or agreement).

12. SHIFT WORK - PAINTERS

This clause applies to painters, signwriters and artworkers. Where it is necessary that work is performed in shifts the following conditions shall apply:

12.1 Notice of Shift Work

- a) An employee shall be given at least 48 hours' notice of a requirement to work shift work.
- b) The hours of shift workers when fixed, shall not be altered except for breakdowns or other causes beyond the control of the employer provided that notice of such alteration shall be given to the employee not later than ceasing time of the previous shift.

12.2 For the purpose of this subclause

- a) "afternoon shift" means shift finishing after 6.00 p.m. and at or before 11.00 p.m.;
- b) "night shift" means a shift finishing after 11.00 p.m. and at or before 7.00 a.m.

12.3 Hours of Work on Shift Work

- a) The ordinary hours of both afternoon and night shift shall be eight hours daily inclusive of meal breaks.
- b) Shift work hours shall be worked between Monday to Friday inclusive, provided that an ordinary night shift commencing before, and extending beyond midnight Friday, shall be regarded as a Friday shift.
- c) Employee engaged on shift work shall not be required to work for more than five hours without a meal break.
- d) Where shift work comprises three continuous and consecutive shifts of eight hours per day, a crib time of 20 minutes in duration shall be allowed without deduction of pay in each shift. Such crib time shall be in lieu of any other rest period or cessation of work elsewhere prescribed in this award.

12.4 Rates of Pay on Shift Work

- a) The rate of pay for afternoon or night shift shall be time and a half provided that the employee is employed continuously for five shifts Monday to Friday in any week.
- b) The observance of a holiday in any week shall not be regarded as a break in continuity for the purpose of this subclause.
- c) An employee who is employed for less than five consecutive shifts Monday to Friday shall be paid for each day the employee works afternoon or night shift at the rate of time and a half for the first two hours and double time thereafter.

- d) When a job finishes after proceeding on shift work for more than one week, or the employee terminates their services during the week, the employee shall be paid at the rate specified in 12.4(a) for the time actually worked.
- e) For all work performed on a Saturday, Sunday or Public Holiday, the provisions of clause 13, Saturday, Sunday and Holiday Pay, shall be applicable in lieu of the rates prescribed in this clause.
- f) Work in excess of shift hours, Monday to Friday, other than Public Holidays, shall be paid for at double time, provided that these rates shall be based in each case on ordinary rates.

13. SATURDAY, SUNDAY AND PUBLIC HOLIDAY PAY

13.1 Saturday Work

- a) Time worked on a Saturday shall be paid for at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
- b) An employee who attends for work as required on a Saturday shall be paid for not less than four hours' work.
- c) All work performed after 12 noon on a Saturday shall be paid for at the rate of double time.

13.2 Sunday Work

- 13.2.1 All time worked on Sunday shall be paid for at the rate of double time: Provided that an employee who attends for work as required shall be paid for not less than four hours' work.

13.3 Crib Break

- 13.3.1 An employee working on a Saturday, Sunday or Public Holiday shall be allowed a crib break of 20 minutes without reduction of pay after each four hours of overtime worked if the employee continues working after such crib break.

13.4 Public Holidays

- a) Employees employed as carpenters, joiners, bricklayers, builders labours or apprentices shall be entitled to the following holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight-hour Day, Christmas Day and Boxing Day, together with all other gazetted holidays proclaimed for the State or any locality thereof.
- b) All time worked on any of the above mentioned holidays shall be paid for at the rate of double time and a half: Provided that an employee who attends for work as required on any of these days shall be paid for not less than four hours' work.
- c) Plumber and Gasfitters or Painters paid pursuant to clause 16.3.1(a) shall not be entitled to the benefits of this subclause (13.4).
- d) If an employer terminates the employment of an apprentice Carpenter, Bricklayer, Joiner or Painter except for reasons of misconduct or incompetency (proof of which shall lie upon the employer) the employer shall pay the apprentice a day's ordinary wages for each holiday or each of the holidays in a group as prescribed in this clause, which falls within ten consecutive days after the day of termination:
 - i) Where any two or more of the holidays prescribed in this award occur within a 7 day span, such holidays shall for the purpose of this award be a group of holidays. If the first day of the group of holidays falls within 10 consecutive days after termination, the whole group

shall be deemed to fall within the 10 consecutive days. Christmas Day, Boxing Day and New Year's Day shall be regarded as a group.

- ii) No apprentice shall be entitled to receive payment from more than one employer in respect to the same public holiday or group of holidays.
- iii) Where the apprentice has worked as required by the employer the working day immediately before and the working day immediately after such a holiday or is absent with permission of his employer or is absent with reasonable cause. Absence arising by termination of employment by the apprentice shall not be reasonable cause.

14. PICNIC DAY

- a) Where an employee covered by this award is employed in an industry where the general body of employees are covered by an award or industrial agreement, which prescribes a picnic day, such employee shall be granted a picnic day so prescribed.
- b) Where it is necessary for an employee to work on such a day the employee shall be paid at the overtime rate prescribed herein or shall be granted one day's leave with pay in lieu thereof.
- c) The one day's leave referred to above, shall, in the case of carpenters, joiners, bricklayers and painters, be one and a half days leave with pay in lieu thereof.

15. OVERTIME

15.1 Rate of Overtime

15.1.1 Except as provided in clause 14, Saturday, Sunday and Holiday Pay, all time worked outside the ordinary working hours, as defined in clause 12, Hours of Work, shall be paid at the rate of time and a half for the first two hours and double time thereafter.

15.2 Overtime Meal Allowance

15.2.1 An employee, other than an apprentice required to work two or more hours of overtime without being provided with 24 hours notice shall be paid an allowance as set out in item 49 of table 2.

15.2.2 An apprentice required to work overtime in excess of one and one-half hours after working ordinary hours shall be paid by his/her employer an amount as set out in Item 49 of Table 2, to meet the cost of a meal.

15.2.3 Provided that this subclause shall not apply to an apprentice who is provided with reasonable board and lodging or who is receiving a distant job allowance and is provided with a suitable meal.

15.2.4 Plumbers and gasfitters employed prior to 3 September 1992 required to work two or more hours of overtime shall receive the allowance irrespective of the 24 hours' notice.

15.3 Crib Break

15.3.1 When an employee is required to work overtime after the usual ceasing time for the day for two hours or more, the employee shall be allowed to take at the employees ordinary rate of pay:

- a) crib time of 20 minutes in duration immediately after ceasing time, and
- b) after each four hours of continuous work, the employee shall be allowed to take, also without deduction of pay, a crib time of 20 minutes in duration.

15.3.2 In the event of an employee remaining at work after the usual ceasing time without taking the crib time of 20 minutes and continuing at work for a period of two hours or more, the employee

shall be regarded as having worked 20 minutes more than the time worked and be paid accordingly.

15.4 Break Between Shifts

15.4.1 When overtime is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 12 consecutive hours off duty between the work of successive days.

15.4.2 An employee who works so much overtime between the termination of the employee's ordinary hours, and the commencement of the employee's ordinary hours on the next day that the employee has not had at least twelve consecutive hours off duty between these be released after completion of such overtime until the employee has had twelve hours off duty without loss of pay for ordinary working time occurring during such absence.

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

15.5 Recall

15.5.1 An employee recalled to work overtime after leaving their employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rate for each time the employee is so recalled.

15.5.2 In the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job the employee was recalled to perform is completed within a shorter period.

15.5.3 This subclause shall not apply

- a) in cases where it is customary for an employee to return to their employer's premises to perform a specific job outside their ordinary working hours, or
- b) where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

15.5.4 Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause 16.4 where the actual time worked is less than three hours on such recall or on each of such recalls.

16. WAGES

16.1 Carpenters, Joiners and Bricklayers

16.1.1 The ordinary weekly wage for carpenters, joiners and bricklayers shall comprise of the base rate, supplementary payment, State Wage Case Adjustments and Tool Allowance be as set out in Table 1 - Wages, of Part B, Monetary Rates an

16.2 Plumbers and Gasfitters

16.2.1 Journeyman Plumber

- a) The hourly rate for journeyman plumber shall calculated as follows:
 - i) By multiplying the minimum rate as set out in said Table 1 by 52/48.4 to load the wages to provide for ten public holidays and two weeks' sick leave per annum.

- ii) by adding to that amount the supplementary payment, and the state wage case adjustments as set out in table 1.
- iii) By adding to that amount the tool allowance as set out in Table 1.
- iv) Dividing that amount by 38 (calculated to the nearest cent) to reduce it to an hourly rate; provided that where the calculation goes to the nearest half cent, then the exact sum is the hourly rate.
- v) Add the registration allowance as set out in Item 1 of Table 2.
 - 1) This allowance shall be paid for all purposes of this award with the exception of clause 5, Overtime.
 - 2) During overtime the registration allowance shall be paid as a flat rate and not to be subject to overtime penalties.

16.2.2 Ships Plumber

The ordinary hourly rate for a Ship's Plumber shall be the hourly rate for a journeyman plumber, plus the amount as set out in Item 2 of Table 2.

16.2.3 Drainer

The ordinary hourly rate for a Drainer shall be the hourly rate for a journeyman plumber less the amount as set out in Item 2 of Table 2.

If, within three months after the employee's employment on the terms and conditions of this part, the employee's employment shall have terminated for any other cause other than misconduct or the employee's voluntary act or shall cease to be in continuous employment, the employee shall be paid for the total hours actually worked by the employee from the commencement of the employee's employment on the terms and conditions of this subclause until the termination of such employment as aforesaid or its ceasing to be continuous employment, at the appropriate rates provided in paragraph (1) of this subclause, less a deduction of the industry allowance as set out in Item 58 of Table 2 which deduction, calculated on an hourly basis, is as set out in the said Item 58.

Employment shall not cease to be continuous within the meaning of this subclause if no work or pay is provided for the employee or in respect of such days as are holidays pursuant to the provisions of this award or in the event of the employee being absent from their work on account of sickness or by their own voluntary act.

16.3 Painters and Signwriters

16.3.1 The ordinary hourly rate of wages for a Painter shall be calculated as follows:

- a) multiplying the minimum rate for a Painter as set out in Table 1 by 52/48 to load the wage to provide for payment of ten public holidays and ten days' sick leave per annum, or
- b) Where an employer pays:
 - i) the employees ten days' sick leave per annum on full pay by multiplying the minimum rate for a Painter by 52/50.
 - ii) the employees for all public holidays, although not worked, by multiplying the minimum rate for a Painter by 52/50.
 - iii) the employee for all public holidays, although not worked, and allows the employees ten days' sick leave per annum on full pay by paying the minimum rate.

The provisions of this subclause shall not apply to any employer unless the employer gives written notice, by certified mail, to the Industrial Registrar and the State Secretary of the CFMEU General and Construction Division that the Employer elects to be bound by this subclause. The written notice must be provided within 28 days.

- c) by adding to the sum calculated in (a) or (b) above the Supplementary Payment as set out and the State Wage Case adjustment as set out in table 1.
- d) by adding to the amount calculated in (c) the Tool Allowance as set out in Table 1, to determine the hourly rate dividing the amount determined in (d) by 38,

16.3.2 Signwriters

The ordinary hourly rate for a Signwriter shall be the appropriate hourly rate for a Painter plus the amount as set out in Item 2 of Table 2

16.3.3 Marbler and Grainer on other than Ship Work

- a) The ordinary hourly rate for a Marbler and Grainer, not working on Ship Work shall be the appropriate hourly rate for a Painter plus the amount as set out in Item 2 of Table 2.
- b) This rate shall be payable only to employees whilst engaged on the work of marbling and/or graining.

16.3.4 Ship Painter

The ordinary hourly rate for a Ships Painter shall be the appropriate hourly rate for a Painter plus the amount as set out in Item 2 of Table 2

16.3.5 Casual Ships Painter

- a) The a minimum payment for a Casual Ship's Painter shall be for four hours' employment. The hourly rate shall be calculated as follows:
 - i) add the minimum rate as set out in Table 1 and the amount as set out in Item 1 of Table 2 for tools;
 - ii) divide that rate by 38;
 - iii) By adding to the above amount 21.5 percent plus the amount as set out in Item 11.

16.3.6 Signwriter, Grainer and Gilder on Ship Work.

The ordinary hourly rate for a Signwriter, Grainer and/or Gilder on Ship Work, whilst engaged on such special work, shall be the appropriate hourly rate for a Painter plus the amount as set out in Item 3 of Table 2.

16.3.7 Artworker

- a) The ordinary hourly rate for a Artworker Grade 2 shall be the appropriate hourly rate for a Painter plus the amount as set out in Item 2 of Table 2
- b) The ordinary hourly rate for a Artworker Grade 1 shall be the appropriate hourly rate for a Painter plus the amount as set out in Item 2 of Table 2.
- c) Base Painter - Art, shall be paid the appropriate rate prescribed for a painter under this award.

- d) Trainee Artworker shall be paid the appropriate rate of an apprentice.

16.4 Builders' Labourers

16.4.1 A Builders Labour shall be paid the rate as set out Table 1 of Part B

16.4.2 Disability Allowance - In addition to the minimum rates of pay prescribed in this subclause, an employee engaged on "maintenance" as defined, shall be paid a disability allowance at the rate set out in Item 43 of Table 2.

16.4.3 Where an employee is engaged on work other than "maintenance", as defined, such allowance shall be increased by an additional amount as set out in Item 43 when so engaged.

16.5 Apprentices

16.5.1 Apprentices shall be paid the rates as prescribed in table 1 of part B of this Award.

16.5.2 Preapprenticeship Credits

An apprentice who has completed an applicable preapprenticeship course with the New South Wales Department of Technical and Further Education shall be given a credit on the term of the apprenticeship in accordance with the following table

Declared Trade	Course of Studies and Qualification	Course No.	Level of Credit
Bricklaying Trade	Bricklaying Skills - Certificate I AQF	TAFE 2170	3 months
Carpentry and Joinery Trade	Carpentry and Joinery Pre-Apprenticeship Certificate II AQF	TAFE 2150	12 months
	Carpentry and Joinery Introductory Skills	TAFE 2156	3 months
	(Construction) Certificate I AQF		months
	General Construction (Carpentry) - Housing -Certificate II AQF	TAFE 7951	12 months
	General Construction Carpentry - Introductory Skills - Certificate I AQF	TAFE 7982	3 months
Painting & Decorating Trade	Painting and Decorating Skills	TAFE 2165	3 months

16.6 Notation - Supplementary Payment

- a) The supplementary payment prescribed in this subclause is in substitution for any overaward payment, as defined hereunder, which would otherwise have been paid.
- b) Overaward payment is defined as the amount (whether it be termed "overaward payment", "attendance bonus", "service increment" or any term whatsoever) which an employee performing 38 hours of ordinary work would receive in excess of the ordinary weekly rate prescribed in this award. Such payment shall exclude overtime, shift allowances, penalty rates, disability allowances, special rates, fares and travelling time allowances and any other ancillary payments of a like nature prescribed by this award.

16.7 Savings

No employee shall suffer a reduction in earnings as a consequence of the making of this award.

17. SPECIAL RATES

17.1 Calculation of Allowances Under this Clause

17.1.1 Where more than one of the rates prescribed in this clause provides payment for disabilities of substantially the same nature, then only the highest of such rates shall be payable except where expressed to the contrary.

17.1.2 The rates prescribed in this clause shall not form part of the ordinary rates of payment for the purpose of calculation of overtime.

17.2 All Employees

17.2.1 Insulation - An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulating material of a like nature, or working in the immediate vicinity so as to be affected by the use thereof, shall be paid an amount as set out in Item 3 of Table 2 per hour or part thereof.

17.2.2 Hot Work - An employee who works in a place where the temperature has been raised by artificial means to between 46 and 54 degrees Celsius, shall be paid an amount as set out in Item 4 of Table 2 per hour or part thereof, exceeding 54 degrees Celsius, shall be paid an amount as set out in Item 4 of Table 2 per hour or part thereof. Where such work continues for more than two hours, the employee shall be entitled to 20 minutes' rest after every two hours' work without loss of pay not including the special rate provided by this clause.

17.2.3 Cold Work - An employee who works in a place where the temperature is lowered by artificial means to less than 0 degrees Celsius shall be paid an amount as set out in Item 5 of Table 2 per hour. Where such work continues for more than two hours, the employee shall be entitled to 20 minutes' rest after every two hours' work without loss of pay, not including the special rate provided by this subclause.

17.2.4 Confined Space - An employee required to work in a confined space shall be paid an amount as set out in Item 6 of Table 2 per hour or part thereof. "Confined space," means a place the dimensions or nature of which necessitates working in a cramped position or without sufficient ventilation.

17.2.5 Swing Scaffold - Elevated Hydraulic Platform - A person:

- a) on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.;
- b) on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of six metres or more above the nearest horizontal plane;
- c) on an elevated platform with either a single or multiple "basket" made from fibreglass or any other suitable material, attached to hydraulic arms which are connected to a power unit (usually attached to the tray of a motor vehicle especially adapted for this type of equipment) and capable of raising, lowering or rotating the arms and the basket attachment by hydraulic power and can be operated from controls on the power unit or from controls within the basket.

shall be paid for a minimum 4 hours work or part thereof the amount prescribed in Item 7 of Table 2.

Provided that an apprentice with less than two years experience shall not use a swing scaffold or bosun's chair.

17.2.6 Wet Work - Employees working in any place where water is continually dripping on the employees so that clothing and boots become wet, or where there is water underfoot, shall be paid an amount as set out in Item 8 of Table 2 per hour whilst so engaged.

17.2.7 Dirty Work - Work which a foreperson and an employee agree is of an unusually dirty or offensive nature shall be paid an amount as set out in Item 9 of Table 2 per hour.

17.2.8 Towers Allowance - An employee working on a chimney stack, spire, tower radio or television mast or tower, air shaft, other than above ground in a multi-storey building, cooling tower, water tower or silo where the construction exceeds fifteen metres in height shall be paid for all work above fifteen metres, an amount as set out in Item 10 of Table 2 per hour, with the amount as set out in Item 10 of Table 2 per hour additional for work above each further fifteen metres.

17.2.9 Toxic Substances

- a) Employees using toxic substances or materials of a like nature shall be paid an amount as set out in Item 11 of Table 2 per hour extra.
- b) Employees working in close proximity to employees so engaged shall be paid an amount as set out in Item 11 of Table 2 per hour extra.
- c) Employees applying such materials in buildings which are normally air-conditioned shall be paid the amount set out in item 11 of table 2.
- d) Where there is an absence of adequate ventilation the employer shall provide ventilation by artificial means and/or supply a WorkCover approved respirator.
- e) For the purpose of this subclause toxic substances shall include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

17.2.10 Fumes - An employee required to work in a place where fumes of sulphur or other acid or other offensive fumes are present shall be paid such rates as are agreed upon between the union and the employer; provided that, in default of agreement, the matter may be referred to the Industrial Relations Commission for the fixation of a special rate. Any special rate so fixed shall apply from the date the employer is advised of the claim and thereafter shall be paid as and when the fume condition occurs.

17.2.11 Computing Quantities

- a) Tradesperson, except plumbers, who are regularly required to compute or estimate quantities of material in respect to the work performed by other employees shall be paid the additional amount per day amount as set out in item 12 of table 2 for each per day or part thereof;
- b) Plumbers who are regularly required to compute or estimate quantities of material in respect to the work performed by other employees shall be paid an additional amount as set out in item 12 of table 2 per hour.

17.2.12 Asbestos Eradication

- a) Application - This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this award.
- b) Definition - Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials which consist of, or contain, asbestos.
- c) Control - All aspects of asbestos eradication work shall be conducted in accordance with the Occupational Health and Safety Regulations concerning construction work involving asbestos and asbestos cement.
- d) Rate of Pay - In addition to the rates prescribed in this award, an employee engaged in asbestos eradication (as defined) shall receive the amount per hour set out in Item 13

of Table 2 in lieu of special rates as prescribed in this clause, with the exception of subclauses 20.2.2, Hot Work; 20.2.3 Cold Work, and 20.2.5, Swing Scaffold.

17.3 Carpenters, Bricklayers and Joiners Only

Special Rates as set out in this subclause shall be paid as applicable to Carpenters, Bricklayers and Joiners and their apprentices.

17.3.1 Employees engaged on repairs to roofs shall receive the amount per hour as set out in Item 14 of Table 2.

17.3.2 Ship Repair Work - A carpenter whilst engaged on ship repairs shall be paid the amount as set out in Item 15 of Table 2 per week.

17.3.3 Second-hand Timber - Where, whilst working with second-hand timber, an employee's tools are damaged by nails, dumps or other foreign matter on the timber, the employee shall be paid the amount as set out in Item 16 of Table 2 per day. The allowance shall be paid on each day upon which their tools are so damaged; provided that no allowance shall be payable under this clause unless it is reported immediately to the employer's representative on the job in order that the employee may prove the claim.

17.3.4 Acid Work - An employee required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid-resisting brickwork shall receive the amount per hour as set out in Item 17 of Table 2. This additional rate shall be regarded as part of the wage rate for all purposes.

17.3.5 Cleaning Down Brickwork - An employee required to clean down bricks using acids or other corrosive substances shall receive the amount per hour as set out in Item 18 of Table 2. While so employed, employees will be supplied with gloves by the employer.

17.3.6 Bagging - Employees engaged upon bagging bricks or concrete structures shall receive the amount per hour as set out in Item 19 of Table 2.

17.3.7 Brick Cutting Machine - A bricklayer when engaged using the brick cutting machine shall receive the amount per hour as set out in Item 20 of Table 2 or part.

17.3.8 Heavy Blocks - Employees laying blocks (other than concrete blocks for plugging purposes) shall be paid the amount per hour as set out in item 21 of table 2.

17.4 Carpenters, Bricklayers, Joiners and Painters Only

Special Rates as set out in this subclause shall be paid to Carpenters, Bricklayers, Joiners and Plumbers and their apprentices.

17.4.1 Tunnel and Shaft - An employee engaged in tunnel and sewer work and in underground shafts exceeding three metres in depth shall receive the amount per hour as set out in Item 22 of Table 2.

17.4.2 Furnace Work - An employee engaged on the construction or alternation or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall receive the amount per hour as set out in Item 23 of Table 2. This additional rate shall be regarded as part of the wage rate for all purposes of the award.

17.4.3 Explosive-powered Tools - An employee who is an authorised operator of explosive-powered tools shall receive the amount per hour as set out in Item 24 of Table 2 when required to use those tools.

17.5 Plumbers Only

Special Rates as set out in this subclause shall be paid to Plumbers and their apprentices.

17.5.1 A plumber is employed upon any chokage who is required to open up any soil pipe, waste pipe or drain pipe conveying offensive material or a scupper containing sewerage, the employee shall be paid an additional amount per day or part of a day thereof, as set out in Item 25 of Table 2.

17.5.2 All work, other than chokages hereinbefore mentioned, in connection with WCs, urinals, soil or waste pipes where used principally by venereal patients in hospitals or ships shall receive the amount per hour as set out in Item 26 of Table 2: Provided that extra payment need not be made if suitable gloves and (where necessary) suitable boots, all of which shall remain the property of the employer, are supplied to the employee concerned for their use during such work.

17.5.3 A plumber working on any structure at a height of more than 12.2 metres where an adequate fixed support not less than 750mm wide is not provided shall be paid the amount set out in Item 27 of table 2. This shall not apply to a plumber working on a bosun's chair or on a swing scaffold.

17.5.4 A plumber who is engaged to perform the task(s) outlined below shall receive the relevant amount as prescribed in item 28 of table 2:

- a) Lead burner.
- b) Lead burner employed in chemical works on the making, repairing and maintenance of plants other than repairs to buildings or sheds housing such plants.
- c) An employee, being the holder of a Oxyacetylene or Electric Welding Certificate who may be required by their employer to act on either of their certificates during the course of their employment, shall be entitled to be paid for each hour of their employment on work the nature of which is such that it is to be done by or under the supervision of the holder of a certificate or, while not performing but supervising such work.
- d) An employee being the holder of a certificate or certificates as defined in (c) above and who is required by their employer to perform welding subject to the provisions of, and in compliance with, AS4041-1998.
- e) An employee engaged in electric welding applicable to plumbing other than those covered subclause (c) of this clause.

17.5.5 Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and, where such safeguards include the mandatory wearing of protective equipment, such employees shall receive the amount per hour as set out in Item 29 of Table 2 whilst so engaged.

17.5.6 Employees working in slaughtering yards shall receive the amount per hour as set out in Item 30 of Table 2.

17.5.7 A plumber engaged in fixing or repairing a roof or any other work in excess of 12.2 metres from the nearest floor level shall receive the amount per hour as set out in Item 31 of Table 2.

17.5.8 A plumbers who may be required by their employer to act on a licence or licences during the course of their shall be paid the applicable hourly rate as set out in Item 32 of Table 2 for each hour the employee is required to act on that licence.

NOTE: Gasfitting licence shall be deemed to include coal gas, natural gas, liquid petroleum gas or any other gas that is required by any State Act of Parliament or Regulation to be the holder of a licence to be responsible for the installation of any such service or services.

17.5.9 District Allowances

- a) All employees working in districts west and north of and excluding State Highway No. 17 from Tocomwal to Gilgandra, State Highway No. 11 from Gilgandra to Tamworth, Trunk Road No. 63 to Yetman and State Highway No. 16 to Boggabilla up to the Western Division boundary, and excluding the municipalities through which the road passes, the amount as set out in Item 33 of Table 2 per day.
- b) All employees working in the Western Division of the State shall be paid the amount as set out in Item 33 of Table 2 per day.
- c) All employees working within the area bounded by and inclusive of the Snowy River from the New South Wales border to Dalgety, thence by road directly from Dalgety to Berridale and on to the Snowy Mountains Highway at Adaminaby, thence to Blowering, thence by a line drawn from Blowering southwest to Welaregang and on to the Murray River, thence in a south-easterly direction along the New South Wales border to a point of commencement shall be paid the amount as set out in Item 33 of Table 2 per day.

17.6 Ships' Plumbers

Special Rates as set out in this subclause shall be paid to Ships Plumbers and their Apprentices

17.6.1 Employees required to work in ballast tanks, oil tanks and side tanks shall receive the amount per hour as set out in Item 34 of Table 2 whilst so engaged.

17.6.2 Employees required to work in ships' bilges, or under engine room or boiler room flooring shall receive the amount per hour as set out in Item 35 of Table 2 whilst so engaged.

17.6.3 Employees required to work in and around diesel engines shall receive the amount per hour as set out in Item 36 of Table 2 whilst so engaged.

17.7 Painters Only

Special Rates as set out in this subclause shall be paid to Painter and their apprentices.

17.7.1 Brewery Work - An employee working in brewery cylinders or stout tuns shall be allowed 15 minutes spell in the fresh air at the end of each hour worked by the employee. Such 15 minutes shall be counted as working time and shall be paid for as such. The rate of working in brewery cylinders or stout tuns shall be at the rate of time and a half. When an employee is working overtime and is required to work in brewery cylinders and stout tuns the employee shall, in addition to the overtime rates payable, be paid one-half of the ordinary rate payable as provided for by clause 16, Wages.

17.7.2 Height Work - An employee working on any structure at a height of more than 9.1 metres where an adequate support not less than 762 mm wide is not provided, shall receive the amount per hour as set out in Item 37 of Table 2. This subclause shall not apply to an employee working on a bosun's chair or swinging scaffold.

17.7.3 Certificate Allowance - An employee who is the holder of a scaffolding or rigging certificate issued by WorkCover and is required to act on that certificate whilst engaged on work requiring a certificated person, shall be paid the amount per hour as set out in Item 38 of Table 2.

17.7.4 Spray Allowance - An employee engaged on all spray applications carried out in other than a properly constructed booth approved by WorkCover shall receive the amount per hour as set out in Item 39 of Table 2.

17.7.5 Power Tools (Painter) - Employees required to use power, electrical or pneumatically operated tools in the preparation of any surface for all work customary in the trade shall receive the amount per hour as set out in Item 40 of Table 2. The use of such tools shall be governed by the following provisions:

- a) The weight of each such machine shall not exceed 5.9 kgs.
- b) The employer shall ensure that each such electrical tool, together with all-electrical leads and associated equipment, are kept in a safe condition.

17.8 Builder's Labourers

Special Rates as set out in this subclause shall be paid to Builder's Labours

17.8.1 A builder's labourer required to work on the construction, alteration or repairs to acid furnaces, acid stills, acid towers and all other acid- resisting brickwork shall be paid an amount as set out in Item 42 of Table 2, per hour which shall be for all purposes of the award.

17.8.2 A builder's labourer engaged in the construction, alteration and repairs to boilers, flues, furnaces, retorts and kilns, shall be paid an amount as set out in Item 42 of Table 2, per hour which shall be for all purposes of the award.

17.9 Apprentices

17.9.1 Certificate Allowance - Apprentices who are the holders of a scaffolding or rigging certificate and are required to act on that certificate whilst engaged on work requiring a certificated person shall be paid an the amount as set out in Item 43 of Table 2.

17.9.2 The District Allowances as prescribed by clause 18.5.9 shall apply to apprentices.

18. LEADING HANDS

In addition to the ordinary rate, an employee appointed as a leading hand shall be paid as set out in Item 44 of Table 2 Monetary Rates.

19. MIXED FUNCTIONS

- a) Where the award, determination or agreement, Commonwealth or State, applicable to the majority of craft or tradesperson employees employed in the establishment of the employer does not make provision for mixed functions the provisions of 19(b) shall apply.
- b) A builder's labourer engaged for more than half of one day or shift on duties carrying a higher rate than their ordinary classification shall be paid the higher rate for such day or shift. If for less than half of one day or shift the employee shall be paid the higher rate for the time so worked.

20. SHIP WORK - PAINTERS

20.1 Fares and Time Allowance

20.1.1 On ship work the working time shall commence and shall terminate at the employer's dock or workshop and all fares from such dock or workshop incurred by the employee shall be paid by the employer.

20.1.2 Where the employee is not required to attend at the employer's workshop or dock but goes direct to the ship, the employee shall be paid an allowance to cover fares and time equal to the excess fares and excess time, respectively, if any, actually and reasonably spent above what would be required to go direct to the employer's dock or workshop.

20.2 Sea Jobs (Ship Work)

20.2.1 Employees travelling from port to port shall be paid one day's pay for each Sunday or holiday at ordinary time if not working and overtime if working whilst absent from the port from which they were sent and, when the ship sails on a Sunday or on a holiday, a full day's pay shall be allowed for that day.

20.2.2 In the event of the work being finished in any other port, the employer shall pay the return fare and an employee shall be paid the wages prescribed in 16.3 until their return to the port from which the employee was sent.

20.3 Special Places (Ship Work)

20.3.1 Special places shall include:

- a) A compartment or space to which is through a manhole or similar opening or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position without proper ventilation.
- b) All spaces on warships that have no port ventilation, including steering compartments (auxiliary) stores, magazines, shell rooms, magazine cooling compartments, switchboard rooms, ammunition lobbies, torpedo head magazines, small arm magazines, lower conning towers, fire controls, motor generating compartments, interiors of submarines and any place entered by a manhole or small watertight hatch doors.

20.3.2 Work in special places shall be paid an amount extra as set out in Item 45 of Table 2 Monetary Rates.

20.3.3 Special Rates

In addition to the wages prescribed 16.3, the following rates shall be paid for work under the conditions mentioned, irrespective of the times at which the work is performed, but such extra rate shall not be subject to penalty for overtime, Sunday or holiday duty, viz: insulations when granulated cork is used, an amount per hour as set out in Item 46 of the Table 2.

20.3.4 When more than one of the above rates provide payment for disabilities substantially of the same nature, then only the highest of such rates shall be payable.

20.4 Special Work

20.4.1 Employees required to remove bituminous compounds from woodwork by the use of sanding machines shall be paid an extra rate as set out in Item 47 of Table 2.

20.5 Painting New Cork-dusted Surfaces

20.5.1 An employee required to paint new cork-dusted surfaces either by brush or spray shall, if not given at least one-third of time of each working day on other work than the said work, be allowed 15 minutes rest in the morning working period and 15 minutes rest in the afternoon working period, to be taken either in one interval two hours after the commencement of the morning and afternoon working period, respectively, or in intervals of not less than five minutes, distributed through the morning and afternoon working period at the option of the employer.

21. FARES AND TRAVELLING TIME

When an employee, after reporting to the usual place of work, is required to perform work at another place the employee shall be paid all fares and travelling time incurred. When an employee is required to report for work at a place other than the usual place of work the employee shall be paid all fares reasonably incurred in excess of those the employee normally would incur attending at the usual place of work and shall be paid all travelling time in excess of that taken to reach the usual place of work.

22. LIVING AWAY FROM HOME - DISTANT WORK

22.1 Qualification

22.1.1 An employee shall be entitled to the provisions of this clause when employed on a job or construction work under the following conditions:

- a) The employee is not in receipt of a discretionary relocation payment through the Job Network Provider.
- b) The employee is maintaining a separate place of residence to which it is not reasonable to expect the employee to return each night; and
- c) The employee, on being requested by the employer informs the employer, at the time of engagement, that the employee maintains a separate place of residence from the address recorded on the job application.

22.1.2 Subject to subclause 22.2 of this clause an employee is regarded as bound by the statement of their address and no entitlement shall exist if unknowingly to the employer the employee wilfully and without duress made a false statement in relation to the above.

22.2 Employee's Address

22.2.1 The employer shall require and the applicant shall provide the employer with the following information, in writing, at the time of engagement:

- a) the address of the place of residence at the time of application; and
- b) the address of the separately maintained residence, if applicable.
- c) Provided however, that the employer shall not exercise undue influence, for the purpose of avoiding its obligations under the award, in persuading the prospective employee to insert a false address.

22.2.2 No subsequent change of address shall entitle an employee to the provisions of this clause unless the employer agrees.

22.2.3 Documentary proof of address such as a long service leave registration card or driver's licence may be accepted by an employer as proof of the employee's usual place of residence.

22.2.4 The address of the employee's usual place of residence and not the place of engagement shall determine the application of this clause.

22.2.5 Any dispute arising in respect of this clause shall be dealt with via the dispute resolution procedures in clause 9 of this award.

22.3 Entitlement

22.3.1 Where an employee qualifies under 22.1 above, the employer shall either:

- a) provide the worker with reasonable board and lodging or pay an allowance set out in Item 50 of Table 2 per week of seven days but such allowance shall not be wages.
- b) In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job the allowance set out in Item 51 of Table 2 per day.
- c) Provided that the foregoing allowances shall be increased if the employee satisfies the employer that the employee reasonably incurred a greater outlay than that prescribed. In the event of disagreement the matter may be referred to the Industrial Commission;

"Reasonable board and lodging" shall mean lodging in a well kept establishment with three adequate meals each day, adequate furnishings, good bedding, good floor coverings, good lighting and heating and with hot and cold running water in either a single or twin room if a single room is not available.

22.4 Travelling Expenses

22.4.1 An employee who is sent by their employer or selected or engaged by an employer or agent to go to a job which qualifies the employee to the provision of this clause shall not be entitled to any benefit prescribed by clause 21, of this award, for the period occupied in travelling from their usual place of residence to the distant job, but in lieu thereof shall be paid:

a) Forward Journey

- i) For the time spent in so travelling, at ordinary rates up to a maximum of eight hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).
- ii) For the amount of a fare on the most common method of public transport to the job (bus; economy air, second class rail with sleeping berths if necessary, which may require a first class rail fare), and any excess payment due to transporting their tools if such is incurred.
- iii) For any meals incurred while travelling at an amount set out in Item 52 of Table 2 per meal. Provided that the employer may deduct the cost of the forward journey fare from an employee who terminates or discontinues their employment within two weeks of commencing on the job and who does not forthwith return to their place of engagement.

b) Return Journey

- i) An employee shall, for the return journey, receive the same time, fares and meal payments as provided in 22.4(a) above, together with an amount set out in Item 53 of Table 2 to cover the cost of transporting himself and their tools from the main transport terminal to their usual place of residence.
- ii) Provided that the above return journey payments shall not be paid if the employee terminates or discontinues their employment within two months of commencing on the job, or if the employee is dismissed for incompetence within one working week of commencing on the job, or is dismissed for misconduct.

c) Departure Point

- i) For the purposes of this clause, travelling time shall be calculated as the time taken for the journey from the Central or Regional rail, bus or air terminal nearest the employee's usual place of residence to the locality of the

22.5 Daily Fares Allowance

- a) An employee engaged on a job which qualifies the employee to the provisions of this clause and who is required to reside elsewhere than on the site (or adjacent to the site and supplied with transport) shall be paid the allowance prescribed by clause 22 of this award.

22.6 Weekend return Home

22.6.1 An employee who proceeds to a distant job may, after two months' continuous service thereon and thereafter at three-month periods of continuous service thereon, return to their home at the weekend.

22.6.2 If the employee does so, the employee shall be paid the amount of a second class return railway fare on the payday which immediately follows the date on which the employee returns to the job.

22.6.3 No delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend. In the event of such a delay the employer shall not be required to pay the amount specified in 22.6.2

22.6.4 If the work upon which the employee is engaged will terminate in the ordinary course within a further 28 days after the expiration of any such period of two or three months as is hereinbefore mentioned, then the provisions of this subclause shall not be applicable.

22.6.5 An employee who works as required during the ordinary hours of work on the working day before and the working day after a weekend and who notifies the employer, or their representative, no later than Tuesday of each week of their intention to return home at the weekend, and who returns home for the weekend, shall be paid an allowance as set out in Item 54 of Table 2 for each such occasion.

This shall not apply to an employee who is receiving the payment prescribed in subclause 22.3 of this clause, in lieu of board and lodging being provided by the employer.

22.6.6 Where an employee returns home for a weekend or part of a weekend and does not absent themselves from the job for any of the ordinary working hours, no reduction of the allowance prescribed in subclause 23.3 of this clause shall be made

22.7 Air Travel

22.7.1 Notwithstanding the provisions 22.3, where the location of a job is such that the employer elects to provide air travel in lieu of other forms of transport, an employee may go home after six months' continuous service and shall, in such circumstances, be entitled to an additional two days' pay.

22.7.2 Payment for leave shall be made at completion of the first pay period commencing after the date of return to the job.

22.8 Termination

22.8.1 An employee while so employed on a distant job, shall be entitled to notice of termination in sufficient time to arrange suitable transport at termination or shall be paid as if employed until transport is available.

23. PAYMENT OF WAGES

23.1 Time of Payment

a) All wages shall be paid in cash, not later than Thursday of each week, provided that employers who have been paying on Friday prior to 3 September 1992 shall continue that practice.

23.2 Payment by cheque or electronic funds transfer

a) Where an employer and employee agree, the employee may be paid their wages by cheque or direct transfer into the employee's bank (or other recognised financial institution) account. Notwithstanding this provision, if the employer and the majority of employees agree, all employees may be paid their wages by cheque or direct transfer into an employee's bank (or other recognised financial institution) account, provided that in the case of employees paid by cheque, the employer shall, on pay day, if it is required by the employee, have a facility available during ordinary hours for the encashment of the cheque.

b) All time spent waiting by an employee in excess of fifteen minutes beyond the finishing time on pay day shall be paid at overtime rates.

c) i) Employees who actually work 38 ordinary hours each week in accordance with subclause 11.3.1 (a) and (b) shall be paid weekly according to the actual ordinary hours worked.

ii) Employees who work an average of 38 ordinary hours per week in accordance with subclause 11.3.1 (c) and (d) shall withhold 0.4 of an hour's pay per day for each 8 hour

day worked. Such accrued time shall be paid on the employee's scheduled rostered day off.

23.3 Alternative Method of Payment

- a) Provided that in the case of an employee who prior to the making of this award was paid by a method different from that provided for in subclause 23.1(d) of this clause, such method shall continue.
- b) Provided further that, where the employer and the majority of employees concerned agree, an alternative method of paying wages to that provided in subclause 23.1(d) of this clause may be introduced.

23.4 Day Off coinciding with Pay Day

- a) In the event that an employee by virtue of the arrangement of their ordinary working hours is to take a day off on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day. Provided that, where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

23.5 Termination of Employment

- a) An employee discharged from employment for reasons other than misconduct before the recognised pay day shall be paid forthwith all wages due.
- b) An employee who terminates their employment or is discharged for reasons of misconduct shall have their wages forwarded to them by post the next working day.
- c) Provided that in the case of employees who work in accordance 11.3.1(c) and (d), such payments are to include the balance of accruals towards their next rostered day off.

23.6 Pay Slips

23.6.1 On or prior to pay day, the employer shall state to each employee in writing the amount of wages to which the employee is entitled, the amount of deduction made therefrom and the net amount being paid to the employee.

23.7 Employer Records

23.7.1 Section 129 of the Industrial Relations Act shall be read as a term of this Award.

24. PROTECTION OF EMPLOYEES

24.1 All Employees

24.1.1 First Aid

- a) An appropriate first-aid kit and other equipment as required by the law of New South Wales shall be provided and maintained by the employer.
- b) Where an employee under this award is a qualified first-aid person and is appointed to carry out duties as a qualified first-aid person, such employee shall be paid an additional amount per day as set out in Item 55 of Table 2 Monetary Rates.

24.1.2 The employer shall comply with the provisions of the laws of the State in which the work is being performed concerning the installation and maintenance of guards for machinery.

24.1.3 Suitable asbestos sheets and/or coloured glasses shall be provided by the employer for the protection of employees working at Oxy- acetylene or electric arc welding.

24.1.4 Employees employed on refractory brickwork shall be X-rayed if they so require at the employer's expense and in the employer's time once in each period of six months.

24.1.5 An employee shall not raise or lower a swinging scaffold (other than a bosun's chair) alone and an employer shall not require an employee to raise or lower a swinging scaffold alone.

24.1.6 An employee required to use toxic substances shall be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.

24.2 Apprentices

24.2.1 Where necessary the employer shall provide overalls, boots goggles, gloves and masks for the use of apprentices engaged upon the classes of work covered by this award.

24.2.2 Gloves, and at the request of the apprentice, hand protective paste, shall be provided by the employer for apprentices engaged in handling hot bitumen, creosote, oiled formwork and in washing down brickwork.

24.2.3 The employer shall provide gas masks for apprentices engaged upon work where gas is present.

24.3 Carpenters and Bricklayers

24.3.1 The employer shall provide the following tools, when they are required, for the work to be performed by the employees:

- a) Bricklayers - scutch combs; hammers excepting mash and brick hammers; rubber mallets; T-squares.
- b) Carpenters - dogs and cramps of all descriptions; augers of all sizes; bars of all descriptions over 60cm long; star bits not ordinarily used in a brace; hammers, excepting claw and tack hammers; glue pots and glue brushes; doll plates; trammels; hand and thumb screws; spanners and soldering irons.
- c) Carpenters and Bricklayers shall be supplied, when required, with all power tools and steel tapes over 6 metres.

24.4 Painters

24.4.1 No employee shall be required to use a paint brush exceeding 12.7cm in width or 227g in weight or a kalsomine brush exceeding 20.3cm in width.

24.4.2 An employee shall not be required to use a roller in excess of 30cm in width on the painting or ceiling or walls.

24.4.3 Employees working in battery rooms or like places where acids or caustic soda are stored shall be provided with overalls. Such overalls shall be disinfected periodically in accordance with the Department of Health, NSW requirements for the disinfection of clothing whilst in use and before being issued to another person.

24.4.4 An employee shall not be required to carry paint or other materials, the property of the employer, from job to job. By arrangement, brushes may be taken to and from a job by the painter. This provision shall not apply where paint or materials are carried to or from a job in a vehicle belonging to the employer.

24.4.5 The employer shall provide sufficient facilities for washing and five minutes shall be allowed before lunch and before finishing time to enable employees to wash and put away gear.

24.5 Plumbers and Gasfitters

- 24.5.1 The following tools shall be provided by the employer: Metal pots, mandrills, long dummies, stock and dies for iron, copper and brass pipes, cutters, tongs, vices, taps and drills, ratchets, files, clamps, caulking tools, hacksaw and blades, welding and brazing outfits, goggles where necessary and liquid petroleum gas equipment where necessary, and all shop tools, the usual kit bag of tools only to be supplied by the employee.
- 24.5.2 The employer, if requested to do so by an employee who is required to work in any place, such as cooling or freezing chambers, where the temperature is below 4.5 degrees Celsius shall supply such employee with a clean blanket suit properly disinfected in accordance with the requirements of the Department of Health, NSW. In each case the blanket suit shall be washed and properly disinfected as aforesaid before being issued to another employee.
- 24.5.3 All rope and gear shall be of sound material and shall be used or stored in such a way that it does not come in contact with sharp edges, acids or acid fumes.
- 24.5.4 Employees working in battery rooms or like places where acids or caustic soda are stored or used shall be provided with gloves, overalls, and rubber boots to be periodically disinfected in accordance with the requirements of the Department of Health, New South Wales, for disinfecting clothing while in use and before being issued to another person.
- 24.5.5 The employer shall provide a suitable gas mask at the place of work where the employee is required to work on a live gas service.
- 24.5.6 The employer shall provide a trolley with rubber tyres for the conveyance of Oxy and/or acetylene bottles on and around shops and jobs where practicable.
- 24.5.7 Where an employee is working in an area where there are signs of radiation the employee shall be supplied with protective clothing including gloves.
- 24.6 Builders' Labourers
- 24.6.1 Employers shall provide all necessary plant and tools, free of charge. The employee shall replace or shall pay for any tools so provided if lost through their negligence.
- 24.6.2 Where necessary the employer shall provide overalls, boots, gloves, goggles and masks for work in furnaces, retorts and cleaning down brickwork with acids.
- 24.7 Special Transport of Injured Persons
- 24.7.1 The employer shall, as soon as reasonably possible, supply free of charge, means to convey to the nearest hospital or doctor at which or by whom the employee is to be treated, any employees so seriously injured in the course of employment, that it is not reasonably possible for such employee to travel independently of such conveyance.

25. AMENITIES

- 25.1 Tool Sheds, Dressing, Accommodation and Lockers
- 25.1.1 The employer shall provide, at the place of work, a suitable and secure waterproof lockup for the purpose of storing employee's tools. Where such lock up is not provided and tools are stolen by reason of the employer default the employer shall compensate the employee to the extent of the loss.
- 25.1.2 The employer shall provide suitable weatherproof dressing accommodation and lockers with suitable locks and protection against dust. Such lockers shall be suitable for the stowing of food and shall not contain paint material.
- 25.2 Provision of Boiling and Drinking Water

25.2.1 At meal times and rest periods boiling water, reasonably accessible, shall be provided by the employer.

25.2.2 Cool drinking water shall be provided by the employer, in a reasonably accessible place.

26. TOOLS AND CLOTHING

26.1 Damage to Tools and Clothing

26.1.1 An employee whose clothing, spectacles, hearing aids or tools are damaged or destroyed by fire or spoiled by acids or sulphur or other deleterious substances due to the circumstances of the employee's employment shall be recompensed by the employer to the extent of the loss.

26.1.2 Employees engaged in installing brine or ammonia pipes or repairs to same who have their clothing or boots destroyed or damaged shall be reimbursed the amount of damage sustained.

26.2 Insurance of Tools and Clothing

26.2.1 An employee shall be reimbursed by their employer to a maximum as set out in Item 56 of Table 2, for loss of tools or clothes by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or in a lock-up, or if the tools are lost or stolen while being transported by the employee at the employer's direction, or if the tools are lost over water or if the tools are lost or stolen during an employee's absence after leaving the job because of injury or illness.

26.2.2 a) Where an employee is absent from work because of illness or accident and has advised the employer in accordance with clause 33, Sick Leave, of the parent award, the employer shall ensure that the employee's tools are securely stored during their absence.

b) Where an employer requires an employee to wear spectacles with toughened glass lenses the employer will pay the cost of the toughening process.

c) Provided that, for the purposes of this clause:

- i) Only tools used by the employee in the course of their employment shall be covered by this clause.
- ii) The employee shall, if requested to do so, furnish the employer with a list of tools so used.
- iii) Reimbursement shall be at the current replacement value of new tools of the same or comparable quality.
- iv) The employee shall report any theft to the police prior to making a claim on the employer for replacement.

26.2.3 Sharpening Tools

a) The employer shall supply suitable sand grinding stone or carborundum stone for the use of the employees. Where such grindstone or carborundum stone is not driven by mechanical power the employer shall provide assistance in turning the grindstones and/or carborundum stone.

b) Saw sharpening and tool grinding may be done by the employee during the progress of the work or the employer shall pay or shall provide the same.

27. APPRENTICES

27.1 Proportion

27.1.1 Proportion of apprentices to tradespersons shall not exceed one apprentice to two tradesmen or fraction thereof. Such proportion is to be calculated on the average number of tradesmen employed for the preceding six calendar months.

27.1.2 If through lack of work the services of a tradesman must be dispersed with the foregoing proportion shall, as far as possible, be maintained by lessening the number of trainee apprentices employed.

27.1.3 Should the services of a trainee apprentice be dispersed with by an employer through lack of work, such trainee shall have preference of employment with such employer when work is available should the trainee be still unemployed.

27.1.4 This clause shall not affect the proportion of apprentices to tradesmen for whom approval has been granted prior to the operation of this award.

27.2 Transport of Apprentice's Tools

27.2.1 Where the apprentice is required to transfer from one job to another an employer shall provide transport for the apprentice's tools to the nearest public conveyance. On termination of employment, the employer shall provide transport for the apprentice's tools to the nearest public conveyance except where the apprentice gives notice in accordance with 30.8, Termination of Employment.

27.3 Special Conditions to Apply to Apprentices Engaged on Construction or Repairs to Refractory

27.3.1 Brickwork Gloves shall be supplied when apprentices are engaged on repair work and shall be replaced as required, subject to apprentices handing in the used gloves. Boots shall be supplied upon request of the apprentice after six weeks employment, the cost of such boots to be assessed as set out in Item 57 of Table 2, and apprentices are to accrue credit at the rate per week as set out in the said Item 57. Apprentices leaving or being dismissed before 20 weeks employment shall pay the difference between the credit accrued and the amount assessed for the cost of the boots. The right to accrue credit shall commence from the date of request for the boots. In the event of boots being supplied and the apprentice not wearing them while at work, the employer shall be entitled to deduct the cost of the boots if the failure to wear them continues after one warning by the employer. Upon issue of the boots apprentices may be required to sign an authority form. Boots shall be replaced each six months, dating from the first issue. Where necessary, when apprentices are engaged on work covered by clause 17 overalls will be supplied upon request of the employee and on the condition that they are worn while performing the work.

27.4 Term of Apprenticeship

27.4.1 The period of apprenticeship shall not exceed four years.

NOTE: See also pre-apprenticeship credit under clause 16.5.2 with respect to periods of apprenticeship for persons who have completed the pre-apprenticeship course in the above mentioned trades.

27.4.2 Apprentices shall for every day of absence from their work during any year of the term of apprenticeship without the consent of their employer serve one day at the end of the calendar period of any such year of their apprenticeship if required so to do by the employer and the calendar period of the next succeeding year of apprenticeship shall be deemed not to begin until the said additional day or days have been served: Provided that in calculating the extra time to be so served the apprentice shall be credited with time which the employee has worked during the relevant year in excess of their ordinary hours of service.

27.5 Limitation of Overtime

27.5.1 No apprentice under the age of 18 years shall be required to work overtime unless the employee so desires.

27.5.2 No apprentice shall, except in an emergency work or be required to work overtime at times which would prevent their attendance at technical school as required by any statute, award or regulation application to the apprentice.

27.5.3 An apprentice shall not work overtime except under the direction of a tradesperson.

27.6 Prohibition of Labouring Work

27.6.1 An apprentice shall be deemed to be working at the trade when working in association with a tradesperson upon the material and with the tools of trade usually used by a tradesperson, as the case may be.

27.6.2 An apprentice shall not perform any other work than with the materials and tools of trade usually used by a tradesperson, as the case may be.

27.7 Termination of Employment of Trainee Apprentices

27.7.1 Two weeks' notice of the termination of employment shall be given by either party.

27.8 TAFE Fees

27.8.1 The fees for attending such school or correspondence class shall be paid by the employer by whom the apprentice is employed. Such fees shall be paid at the beginning of each school year. The obligation of the employer in regard to fees payable in respect of apprentices undergoing studying the certificate diploma or degree courses shall be limited to those prescribed for the appropriate trade course.

28. ANNUAL LEAVE

- a) Except as otherwise provided in this clause every employee shall at the end of each year of employment by an employer become entitled to an annual holiday on ordinary pay, such annual holiday shall be four weeks.
- b) Except, as where otherwise provided in this clause, the provisions of the *Annual Holidays Act* 1944 shall apply.

29. ANNUAL LEAVE LOADING

- a) In this clause, the *Annual Holidays Act* 1944 is referred to as "the Act".
- b) Before an employee is given and takes annual holidays, or where by agreement between the employer and the employees the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay the employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance, see subclause (f) of this clause.)
- c) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act.
- d) The loading is to be calculated in relation to any period of annual leave to which the employee becomes entitled under the Act and this award, or, where such leave is given in separate periods, then in relation to each period.
- e) The loading is the amount payable for the period or separate period, as the case may be, at the rate per week of 17.5 per cent of appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing their annual

holiday, together with the following award allowances where applicable, namely: leading hand allowances, tool allowances, allowances for special rates (where those rates are deemed "all-purpose" as stipulated in this award), but shall not include any other allowances, penalty or disability rates, commissions, bonuses, incentive payments, overtime rates or other payments prescribed by this award.

- f) No loading is payable to an employee who takes an annual holiday wholly or partly in advance, provided that, if the employment of such an employee continues until the day when the employee would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (d) of this clause applying the award rates of wages payable on that day.
- g) Where in accordance with the Act or this award the employee's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or a leave without pay to the employees concerned:
 - i) an employee who is entitled under the Act or this award to an annual holiday and who is given and takes such holiday shall be paid the loading calculated in accordance with subclause (e) of this clause;
 - ii) an employee who is entitled under the said Act of this award to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to the employee under this award such proportion of the loading that would have been payable under this clause if the employee had become entitled to an annual holiday prior to the close down, as their qualifying period of employment in completed weeks bears to 52.
- h)
 - i) When the employment of an employee is terminated by the employer for a cause other than misconduct, and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with subclause (e) of this clause for the period not taken.
 - ii) Except as provided by paragraph (i) of this subclause no loading is payable on the termination of an employee's employment

30. SICK LEAVE

30.1

30.1.1 In any establishment where sick leave is prescribed by an award, determination or agreement, Commonwealth or State, for the majority of employees in that establishment such provision shall apply to an employee otherwise entitled to sick leave in accordance with the provisions of this clause in lieu of the said provisions: Provided that the employee shall, in any case, be entitled to qualify, subject to the aforesaid conditions for sick leave of not less than that prescribed in 30.2.1(c) of this clause

30.1.2 This clause shall not apply to Plumber and Gasfitters or Painters paid pursuant to clause 16.3.1(a) or clause 12.2.1(b)(ii).

30.2 Entitlement to Sick Leave

30.2.1 An employee who is absent from work on account of personal illness or on account of injury by accident, other than that covered by a workers' compensation payment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:

- a) The employee shall within 24 hours of the commencement of such absence inform the employer of inability to attend for duty, and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- b) The employee shall prove to the satisfaction of the employer (or in the event of dispute, the Industrial Relations Commission of New South Wales) that the employee was unable

on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

- c) An employee shall be entitled to sick leave entitlement at the rate of 10 days for each year of service.

30.3 Accumulation of Sick Leave

- a) The rights under this clause shall accumulate from year to year so that any balance of the period of sick leave entitlement not taken may, subject to the conditions prescribed by this clause, be claimed by the employee and shall be allowed by the employer in any subsequent year of employment.
- b) Any rights which accumulate, pursuant to this subclause, shall be available the employee for a period of 4 years but for no longer, from the end of the year in which they accrued.

30.4 Workers Compensation and Sick Leave

34.4.1 If an employee is suffering from an illness or injury for which a workers' compensation claim is made, the employee shall be paid sick leave while waiting for the claim to be approved provided that:

- a) An appropriate medical certificate is produced.
- b) The employee has sick leave accrued.
- c) And further provided that:
 - i) There shall be no double counting of workers' compensation and sick leave.
 - ii) If the claim is approved the employee's sick leave entitlements will be re-credited.
 - iii) If the employee receives payment directly from an insurance company and has received sick leave payments from the employer, the dollar value of the sick leave payment shall be reimbursed to the employer.

30.5 Apprentices

30.5.1 Each apprentice shall be allowed sick leave up to a maximum of a fortnight for each year of apprenticeship. Such sick leave shall be cumulative for the period of apprenticeship; provided that in the event of a transfer to another employer credit shall not be given for any balance of sick leave not taken whilst in the service of the previous employer.

30.5.2 For absence due to sickness of two days or less the parent or guardian shall notify the employer by telephone and confirm the information by letter furnished on the day of resumption. Time lost for such absences shall not be paid for if the absence is not notified in the manner prescribed.

30.5.3 A medical certificate shall be furnished for absence in excess of two days.

31. STATE PERSONAL/CARER'S LEAVE

31.1 Use of Sick Leave

31.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 31.1.3(b), 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 30, 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.

31.1.2 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.

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

- a) the employee being responsible for the care of the person concerned; and
- b) the person concerned being:
 - i) a spouse of the employee; or
 - ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - v) a relative of the employee who is a member of the same household, where for the purposes of this 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.

31.1.4 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.

31.2 Unpaid Leave for Family Purpose

31.2.1 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 31.1.3(b) who is ill.

31.3 Annual Leave

31.3.1 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.

31.3.2 Access to annual leave, as prescribed in 31.3.1, shall be exclusive of any shutdown period provided for elsewhere under this award.

31.3.3 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.

31.4 Time Off in Lieu of Payment for Overtime

31.4.1 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.

31.4.2 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.

31.4.3 If, having elected to take time as leave in accordance with 31.4.1 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.

31.4.4 Where no election is made in accordance with 31.4.1 the employee shall be paid overtime rates in accordance with the award.

31.5 Make-up Time

31.5.1 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.

31.5.2 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.

31.6 Rostered Days Off

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

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

31.6.3 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.

31.6.4 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.

32. JURY SERVICE

- a) An employee required to attend for jury service shall be entitled to have their pay made-up by the employer to equal the employee's ordinary pay.
- b) The employee shall give the employer proof of such attendance and the amount received in respect of such jury service.

33. BEREAVEMENT LEAVE

- a) An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death in Australia of a person prescribed in subclause (c) of this clause. Provided that by agreement with the employer an employee shall, in addition to paid bereavement leave, be entitled to reasonable unpaid bereavement leave of up to five working days.
- 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 31.1.3(b) provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- e) Bereavement leave may be taken in conjunction with other leave available under subclauses 33.2, 33.3, 33.4, 33.5 and 34.6. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

34. LONG SERVICE LEAVE

See *Long Service Leave Act 1955*.

35. PIECEWORK

No employee shall execute any carpentry or joinery or bricklaying work for profit or reward except at the rates and under the conditions prescribed by this award.

36. TERMS OF EMPLOYMENT

36.1 Assistant Riggers provided with statement on termination.

36.1.1 An employee classified or employed as an assistant rigger (as defined) shall, on termination of their employment or of their work in that classification for an employer, be supplied by such employer with a written statement signed by the employer showing the duration of their service with that employer as an assistant rigger.

37. SUPERANNUATION

37.1 Definitions

37.1.1 For the purposes of this clause the following definitions shall apply:

- a) "Approved Fund" shall mean any one of the following funds:
 - i) C+BUS or the Australian Superannuation Savings Employment Trust (ASSET), as amended from time to time, and includes any superannuation schemes which may be made in succession thereto; or
 - ii) an alternative superannuation scheme conforming to the Commonwealth Government's Operational Standards which is agreed to by the Union (as defined). Any dispute arising in relation to this issue shall be referred to the Industrial Relations Commission of New South Wales for determination.
 - iii) "Employee" means a person employed under the terms of this award and includes apprentices.
 - iv) "Ordinary-time earnings" of an employee shall mean the classification rate, and where applicable the leading hand allowance, supplementary payment, overaward payment, shift work premium and disability allowance (in the case of builders' labourers).
 - v) "Participating employer" shall mean an employer who has signed a deed of adherence to the trust deed of an approved fund.

37.2 Employer Contributions

37.2.1 After consultation with their employees, the employer shall nominate the approved fund to which the contributions shall become payable and shall apply to the trustee of the Fund to become a

participating employer; and each employee shall make application to be a member of the approved fund.

37.2.2 Each employer shall pay to the trustee of the approved fund on behalf of each employee covered by this award, an amount equivalent of 3 per cent of ordinary time earnings (as defined) per pay period rounded to the nearest whole dollar.

37.3 Employers bound by other Schemes

An employer already paying contributions on behalf of an employee to a pre-existing superannuation scheme shall not be required to make additional contributions in accordance with subclause (2) of this clause where; provided that:

- a) contributions have been made on behalf of an employee to a fund which conforms to the Government's Operational Standards for Occupational Superannuation; and
- b) such contributions are not less than that stipulated in subclause (2) of this clause.

37.4 Majority

- a) Where the majority of employees in a particular mixed enterprise are already covered by a pre-existing superannuation scheme which conforms to the Commonwealth Government's Operational Standards for Occupational Superannuation this clause will not apply provided that:
 - i) the employer had been making contributions to that scheme for that majority prior to the operative date of the clause; and
 - ii) the employer makes contributions backdated to commence from the operative date of this clause or the date of commencement of employment, whichever is the later, at a rate not less than 3 per cent of ordinary time earnings for each employee otherwise covered by this clause.

37.5 Unpaid Absences - An employer shall not be required to make a contribution on behalf of an employee who is absent from work without pay.

37.6 Employee Contributions

- a) Subject to the rules of the Fund, employees who may wish to make contributions to the Fund additional to those being paid pursuant to subclause (2) of this clause shall be entitled to do so. Such employees may forward their own contributions directly to the Fund administrators or, where it is practicable to do so, authorise the employer to pay into the Fund from the employee's wages amounts specified by the employee.
- b) Additional employee contributions to the Fund forwarded by the employer at the employee's request shall be subject to the following conditions.
 - i) The amount of contributions shall be expressed in whole dollars.
 - ii) Employees shall have the right to adjust the level of their own contributions from the first of the month following the giving of one month's written notice to the employer. Provided that by agreement with the employer, employees may, at other times, vary their additional contributions in extenuating circumstances.

37.7 Cessation of Contributions

37.7.1 An employee's eligibility for employer contributions to the Fund will cease on the last day of employment with the employer and the employer shall not be required by this clause to make any contributions to the Fund in respect of any period beyond that last day of employment.

37.8 Approved Status

37.8.1 Should the Approved Fund lose its approved status under the Income Tax Assessment Act or if the scheme fails to conform fully to the standard laid down by the office of the Occupational Superannuation Commissioner the employer may suspend employer contributions immediately and until such time as compliance is achieved.

37.9 Exemptions

37.9.1 This award shall not apply to Australian Co-operative Foods Ltd.

38. REDUNDANCY**38.1 APPLICATION**

38.1.1 This clause shall apply to both full-time and part-time employees.

38.1.2 This clause shall apply to employers who employ 15 or more employees (including employees not covered by this award) immediately prior to the termination of employment of employees in the terms of subclause 38.4.

38.1.3 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.

38.1.4 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.

38.2 INTRODUCTION OF CHANGE

38.2.1 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 effects 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.
- c) 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.

38.2.2 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 39.2.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

- b) 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 39.2.1(a) of this subclause.

38.2.3 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 effect of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

38.3 REDUNDANCY

38.3.1 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 39.2.1(a), 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 provision of subparagraph (a) of this paragraph and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- c) For the purposes of the discussions the employer shall, as soon as practicable, provide to the employees concerned, and the union to which they belong, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

38.4 TERMINATION OF EMPLOYMENT

38.4.1 Notice for changes in production, programme, organisation or structure:

- a) This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure in accordance with subparagraph 39.2.1(a).
- b) 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

- c) 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.
- d) 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.

38.4.2 Notice for technological change:

- a) This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from technology in accordance with subparagraph 39.2.1(a)
- b) In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.
- c) 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
- d) 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.

38.4.3 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 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.

38.4.4 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 as those to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that, in such circumstances, the employee shall not be entitled to payment in lieu of notice.

38.4.5 Statement of employment:

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

38.4.6 Notice to Centrelink

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

38.4.7 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.

38.4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in 39.2, 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.

38.5 SEVERANCE PAY

38.5.1 Where the employment of an employee is to be terminated pursuant to subclause 39.4, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

- 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 ordinary weekly rate of pay for the employee concerned at the date of termination. It shall include, in addition to ordinary rates of pay, overaward payments, shift penalties and allowances paid in accordance with clause 19 'Leading Hands'.

38.5.2 Incapacity to Pay:

- a) 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 39.5.1 of this subclause.
- b) 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 39.5.1 will have on the employer.

38.5.3 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 39.5.1, if the employer obtains acceptable alternative employment for an employee.

38.5.4 Savings Clause

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

39. TRADE UNION TRAINING LEAVE

39.1 DEFINITIONS

39.1.1 "Union" means the Construction Forestry Mining and Energy Union Building and General Division (New South Wales Branch).

39.1.2 "Delegate" means any employee who is elected to represent the union by the other workers and who the union notifies the employers as being their duly elected representative.

39.2 TRADE UNION TRAINING LEAVE

39.2.1 Subject to all qualifications in this clause, an employee appointed or elected as an accredited representative of the union [as defined] to which he/she belongs shall, upon application in writing to the employer, be granted up to [5] five days leave with pay each calendar year non-cumulative to attend courses conducted or approved by the Australian Trade Union Authority.

39.2.2 Such Courses shall be designed and structured with the objective of promoting good industrial relations within the offsite building and construction industry associated with mixed enterprises.

39.2.3 Consultation may take place between the parties and the Australian Trade Union Training Authority, where appropriate, in the furtherance of this objective.

39.2.4 For the purpose of this clause an "accredited" representative of the union shall mean a steward/delegate recognised by the employer.

39.2.5 The following scale shall apply -

No. of Employees covered by this award	Maximum number of employees eligible to attend per year	Maximum No. of days permitted
Up to 15	1	5
16 - 30	2	10
31 - 50	3	15
51 - 100	4	20
101 and over	5	25

39.2.6 The application for leave shall be given to the employer at least 6 weeks in advance of the date of commencement of the course. The application for leave shall contain the following details:

- a) the name of employee seeking the leave;
- b) the period of time for which the leave is sought [including course dates and the daily commencing and finishing times]; and
- c) the title, general description and structure of the course to be attended and the location of where the course is conducted.

39.2.7 The employer shall advise the union within seven clear working days [Monday to Friday] of receiving the application as to whether or not the application for leave has been approved.

39.2.8 The time of taking leave shall be arranged so as to minimise any adverse effect on the employers operations. The onus shall rest with the employer to demonstrate an inability to grant leave when an eligible employee is otherwise entitled.

- 39.2.9 An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the relevant award classification rate including supplementary payments, shift work loadings where relevant plus over-award payments where applicable.
- 39.2.10 Leave rights granted in accordance with this clause shall not result in additional payment or alternative time off to the extent that the course attended coincides with an employee's day off in the 19 day month work cycle or with any concessional leave.
- 39.2.11 An employee on request by their employer shall provide proof of their attendance at any course within 7 days. If an employee fails to provide such proof the employer may deduct any amount already paid for attendance from the next week's pay or from any other monies due to the employee.
- 39.2.12 Where an employee is sick during a period when leave pursuant to this clause has been granted proof of attendance at the course is not required for that period and the employee shall receive payment, if entitled, under the provisions of clause 30 of this Award
- 39.2.13 Leave of absence granted pursuant to this clause shall count as service for all purposes of the Award.

Part B

Monetary rates

Table 1 -Wages

	Base Rate	Supplementary Payment	SWC Adjustments	Tool Allowance	Ordinary Weekly Rate
	\$	\$	\$	\$	\$
Carpenters & Joiners	367.30	38.20	82.00	19.70	507.20
Bricklayers	367.30	38.20	80.00	14.00	499.50
Plumbers including: Gasfitters & Drainers	369.60	38.00	82.00	19.70	509.30
Painters, Including: Signwriters Marblers, Grainers & Artworkers	367.30	38.00	82.00	4.90	492.20

Builders Labourer

Classification	Previous Ordinary Weekly Rate	SWC Adjustment 2001	Current Ordinary Weekly Rate
1. Rigger, Dogman	431.40	13.00	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	420.20	13.00	433.20

3. Bricklayer's labourer, plaster's labourer, assistant rigger (as defined), assistant powder monkey (as defined)	408.00	13.00	421.00
demolition work (after 3 months experience) gear hand, pile driver (concrete), hammerman, mixer driver (concrete), steel erector, aluminium alloy structural erectors, (whether pre-fabricated 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, under pinner, steel or bar bender to pattern or plan, concrete formwork stripper			
4. Builder's labourer employed on work other than that specified in (1) to (3) hereof	384.20	13.00	397.20

Apprentices

Carpenters/Joiners/Bricklayers/Painters

	Indentured	Trainees
1st Year	169.60	190.00
2nd Year	247.80	278.20
3rd Year	328.10	380.60
4th Year	383.80	405.10

Plumbers

1st Year	171.00	193.20
2nd Year	250.00	281.10
3rd Year	329.40	383.50
4th Year	387.40	409.00

Table 2 - Allowances

Item	Clause	Description	Amount
1		Tool Allowance	
	16.1	Carpenter/Joiner	\$ 19.70 per week
	16.1	Bricklayer	\$ 14.00 per week
	16.2	Plumber	\$ 19.70 per week
	16.3	Painter	\$ 4.70 per week
	16.4	Plumber - Registration Allowance	\$ 0.50 per hour
2		Adjustments	
	16.2.2	Ships Plumber	\$ 0.21 per hour
	16.2.3	Drainer (amount to be deducted)	\$ 0.05 per hour
	16.3.2	Signwriter	\$ 0.35 per hour
	16.3.3	Marbler and Grainer	\$ 0.35 per hour
	16.3.4	Ship Painter	\$ 0.28 per hour
	16.3.4(b)	Casual Ships Painter	\$ 10.92 per day
	16.3.5	Signwriter, Grainer, Marbler on Ship work	\$ 0.60 per hour
	16.3.6(a)	Artworker Grade 2	\$ 0.34 per hour
	16.3.6(b)	Artworker Grade 1	\$ 0.62 per hour

All Employees

3	17.2.1	Insulation	\$ 0.53 per hour
4	17.2.2	Hot Work between 46 and 54 degrees exceeding 54 degrees	\$ 0.43 per hour \$ 0.53 per hour
5	17.2.3	Cold Work	\$ 0.43 per hour
6	17.2.4	Confined Spaces	\$ 0.53 per hour
7	17.2.5	Swing Scaffold first four hours every hour after	\$ 3.12 \$ 0.61 per hour
8	17.2.6	Wet Work	\$ 0.43 per hour
9	17.2.7	Dirty Work	\$ 0.43 per hour
10	17.2.8	Towers Allowance above 15 meters in height each additional 15 meters	\$ 0.43 per hour \$ 0.43 per hour
11	17.2.9	Toxic Substances preparation and application when air conditioning plant not operating Close Proximity to employees so engaged	\$ 0.53 per hour \$ 0.35 per hour \$ 0.43 per hour
12	17.2.11	Computing Quantities All Trades except Plumbers Plumbers	\$ 3.12 per day \$ 0.43 per hour
13	17.2.12	Asbestos Eradication	\$ 1.44 per hour

Carpenters, Joiners and Bricklayers Only

14	17.3.1	Roof Work	\$ 0.53 per hour
15	17.3.2	Ship Repair	\$ 10.46 per week
16	17.3.3	Second Hand Timber	\$ 1.69 per day
17	17.3.4	Acid Work	\$ 1.14 per hour
18	17.3.5	Cleaning Down Brick Work	\$ 0.40 per hour
19	17.3.6	Bagging	\$ 0.40 per hour
20	17.3.7	Brick Cutting Machine	\$ 0.53 per hour
21	17.3.8	Heavy Blocks weighting over 5.5 kg and under 9 kg weighting over 9 kg and under 18 kg weighting over 18 kg	\$ 0.43 per hour \$ 0.77 per hour \$ 1.09 per hour

Carpenters, Joiners, Bricklayers and Painters

22	17.4.1	Tunnel and Shaft	\$ 0.53 per hour
23	17.4.2	Furnace Work	\$ 1.14 per hour
24	17.4.3	Explosive Power Tools	\$ 1.02 per hour

Plumbers Only

25	17.5.1	Chokages	\$ 4.92 per day
26	17.5.2	WC's Urinals	\$ 0.53 per hour

27	17.5.3	Height Work	\$ 0.43 per hour
28	17.5.4	Lead Burner Lead Burner in Chemical Works Oxyacetylene or Electric Welding Certificate Welding in Compliance with AS4041-1998 Welding other then under 17.5.4(c)	\$ 0.54 per hour \$ 0.73 per hour \$ 0.40 per hour \$ 0.56 per hour Min per day \$ 4.38 \$ 0.12 per hour
29	17.5.5	Using or inc close proximity to Asbestos	\$ 0.53 per hour
30	17.5.6	Slaughter Yards	\$ 1.02 per hour
31	17.5.7	Roof Work	\$ 0.60 per hour
32	17.5.8	Use of Licences Plumber's Licence Gasfitter's Licence Drainer's Licence Plumber's and Drainer's Licence Plumber's and Gasfitter's Licence Gasfitter and Drainers Licence	\$ 0.67 per hour \$ 0.67 per hour \$ 0.57 per hour \$ 0.89 per hour \$ 0.89 per hour \$ 1.23 per hour
33	17.5.9 (a) (b) (c)	District Allowance	\$ 0.71 per hour \$ 1.14 per hour \$ 1.14 per hour

Ship Plumbers

34	17.6.1	Balast and Oil Tanks	\$ 0.53 per hour
34	17.6.2	Bilges	\$ 0.40 per hour
38	17.6.3	Diesel Engines	\$ 0.40 per hour

Painters

37	17.7.2	Height Work	\$ 0.40 per hour
38	17.7.3	Use of Rigging or Scaffold Certificate	\$ 0.43 per hour
39	17.7.4	Spray Allowance	\$ 0.43 per hour
40	17.7.5	Power Tools	\$ 0.43 per hour

Builders Labours

41	16.4.2	Builders Labour on engaged on maintenance	\$ 11.33 per week
	16.4.3	Builders Labour other than on maintenance	\$ 7.60 per week
42	17.8.1	Work on Acid Resistant Brick Work	\$ 0.41 per hour
	17.8.2	Boilers, furnaces, Kilns, etc	\$ 0.41 per hour
43	17.9.1	Apprentices use of Rigging or Scaffold Certificate	\$ 0.43 per hour
44	18	Leading Hand Carpenters and Bricklayers In charge of: not more than 1 person more than 2 but not more than 5 persons more then 5 but not more than 10 persons more than 10 persons Plumbers In charge of:	Per week \$ 12.20 per week \$ 26.90 per week \$ 34.30 per week \$ 45.70 per week

		up to 2 journeymen	\$ 0.56 per hour
		3 to 5 journeymen	\$ 0.70 per hour
		5 to 10 journeymen	\$ 0.89 per hour
		over 10 journeymen	\$ 1.14 per hour
		Painters In charge of:	
		1 to 5 journeymen (and/or apprentices)	\$ 5.38 per day
		6 to 15 journeymen (and/or apprentices)	\$ 6.72 per day
		more than 15 journeymen (and/or apprentices)	\$ 9.20 per day
		Builders' Labours In charge of	
		not less than 2 nor more than 5 persons	\$ 22.29 per week
		not less than 5 nor more than 10 persons	\$ 27.91 per week
		more than 10 persons	\$ 37.68 per week
45	20.3.2	Ships Work - Special Places	\$ 0.40 per hour
46	20.3.3	Insulations with granulated cork	\$ 0.40 per hour
47	20.4	Removal Bitumus Compounds	\$ 0.40 per hour
48		Industry Allowance	\$ 19.50 per week
49	15.2	Overtime Meal Allowance	\$ 8.30 per meal
50	22.3.1(b)	Living Away from Home - Weekly	\$ 303.00 per week
51	22.3.1(c)	Living Away from Home - Daily	\$ 43.30 per day
52	22.4.1(a)(iii)	Travel Expenses - Meal	\$ 8.30 per meal
53	22.4.1(b)(i)	Return Journey	\$ 15.70 per occasion
54	22.6.5	Weekend Return Home	\$ 25.70 per occasion
55	24.1.1	First Aid Allowance	\$ 1.84 per day
56	26.2.1	Loss of Tools and Clothing	\$ 1146.00

B. W. O'NEILL, Commissioner

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PLANT, &C., OPERATORS ON CONSTRUCTION (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 5825 of 1999 and 1743 of 2000)

Before Commissioner O'Neill

25 June 2001

REVIEWED AWARD**1. ARRANGEMENT**

Clause No	Subject Matter
1	Arrangement
2	Interpretation
3	Anti-Discrimination
4	Definitions
5	Wage Rates
6	Structural Efficiency Exercise
7	Award Modernisation
8	Casual Labour
9	Contract of Employment
10	Termination of Employment
11	Hours, Day Workers
12	Hours of Work - Part Time Employment
13	Meal Interval
14	Meal Interval During Overtime
15	Overtime
16	Public Holidays and Holiday Work
17	Weekend Work
18	Shift Work
19	Sick Leave
20	Personal/Carer's Leave
21	Jury Service
22	Annual Leave
23	Long Service Leave
24	Parental Leave
25	Mixed Functions
26	Superannuation
27	Right of Entry
28	Payment of Wages
29	Annual Leave Loading
30	Redundancy
31	Fares and travel Pattern Allowance
32	Union Representative
33	Country Work
34	Camping Area
35	Caravan Allowance
36	Automation and Mechanisation
37	Distant Place Allowance
38	Miscellaneous
39	Bereavement Leave
40	Trade Union Training Leave
41	Exemptions
42	Leave Reserved
43	Settlement of Disputes

44	Prohibition of Bans, Limitations and Restrictions
45	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

2. INTERPRETATION

Unless the context of this award indicates otherwise, classifications and words in the masculine gender shall be read as being equally applicable to the feminine gender.

3. ANTI-DISCRIMINATION

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

NOTES

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

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

4. DEFINITIONS

Self-propelled - Capable of moving under its own propulsion.

Mobile - Capable of being towed over a long distance.

Semi-mobile - Capable of being towed intact over a work site for a short distance.

Portable - Capable of being carried intact.

Chassis-mounted - Mounted on a chassis but having an independent power unit.

Stationary - Usually fixed in location.

Aggregate Spreader - A device which will spread aggregate at a predetermined rate and width and operating on the fantail hopper or rotary principle.

Bituminous Pre-mix Batch Plant - A machine for producing mixtures of aggregate with bitumen or tar binder - consists of aggregate storage hopper pug mill for incorporating a binder in the aggregate and deliver hopper. May also include an aggregate drier and binder heating unit. When a mixer includes an aggregate drier it may be called a Hot Mixer. Mixers may be mobile or semi-mobile.

Crane - A specially designed structure equipped with mechanical means for moving a load by raising and/or lowering and transporting it whilst it is in a state of motion or suspension.

Crane Mobile - A crane, usually of the job type, mounted on a specially designed chassis to permit both load manipulation and travelling under its own power.

Crane Tower - A cantilever or job-type crane, mounted on a tower to facilitate the handling of load to heights that would not otherwise be possible.

Dumper - A self-propelled unit designed for the transportation of soil, sand, rock, etc., off the highway.

Earth or Rock Boring Machine Operator - A mobile, truck mounted or self-propelled machine incorporating a cutting bit or auger for boring holes of various diameters and depths in earth or rock; the bit or auger is raised or lowered by mechanical means.

Excavator, basic unit - A unit which consists of a revolving or fixed super-structure, including "A" frame or mast mounted on a base. The super-structure usually carries the power unit and operating machinery and mobility is achieved through crawler tracks, wheels, walkers and pontoons. Particular attachments may be connected in order that particular operations may be performed.

Greaser excavator - Means an employee who is assigned to an excavating unit to carry out lubrication and/or fuelling of that unit.

Greaser - Workshop or Service Area - An employee who carries out the lubrication and/or fuelling of various items of mechanical equipment in a workshop or other fixed servicing area.

Loader - Bucket - A machine fitted with a gathering device and endless elevating chain or belt to which is attached a series of buckets.

Loader - belt force feed - A self-propelled or mobile machine fitted with an endless elevating belt and gathering device.

Loader - front end - A self-propelled machine fitted with a bucket from which the loaded material can be discharged at the loaded end only.

Loader - overhead - A self-propelled machine fitted with a bucket which is passed over the top of the machine for discharging.

Loader - belt - A stationary machine fitted with endless elevating belts with a hopper device.

- Tractor (a) A prime-mover mounted on continuous self-elevating tracks and normally used for pushing or pulling other equipment or attachments.
- (b) A prime-mover mounted on two or more wheels and normally used for pushing or pulling other equipment or attachments.

Trencher - A heavy machine designed for digging trenches. It consists essentially of a power-operated endless chain or circular frame, equipped with buckets or digging arms and means for discharging the excavated material on one or both sides of the trench.

Winch - A hand or power operated machine usually having a geared winding drum(s) with or without clutches and brakes, used for exerting a pull by means of a rope wound round the drum(s).

Winder - A type of power operated winch fitted with additional safety devices to make it suitable for the hauling of men and materials up vertical or inclined tracks.

Casual employee - An employee who is dismissed or is refused work through no fault of his own before the expiration of fourteen days from the date he starts work. A casual employee does not include an employee usually engaged in another capacity by the employer concerned, and who is called upon to do work coming under the terms of this award.

Operator in Charge of Plant - An employee shall be deemed to be in charge of his plant item where:

- (a) two or more operators are employed on a unit of plant at the same time and he, the operator, is specifically entrusted with the superintendence and responsibility;
- (b) when an operator is instructed by the supervisor of the work that his duties are to include repairs to his unit of plant, in addition to the work of operating the plant, but not when he merely assists the fitter or engineer to do such work.

Spreader - Concrete - A machine designed to be moved on edge form work or rails and used for spreading un-compacted concrete to pre-determined thickness.

Drag Spreader - A drag, with or without a series of blades, arranged to deliver aggregate or bituminous mixtures to a single blade which spreads material evenly over the road surface.

Spreader - Aggregate - A device which will spread aggregate at a pre-determined rate and width, and operating on the Fantail, Hopper or Rotary Principle - (see also Drag Spreader).

Act - Unless otherwise specified, Act means the *Industrial Relations Act* 1996 (NSW)

5. WAGE RATES

- (i) (a) Employees under this award shall be paid, as a minimum, the relevant rate as prescribed in Table 1 of Part B, Monetary Rates.
- (b) Floating/Mobile/Other Crane Capacity Adjustment - For every five tonnes in excess of 20 tonnes an amount as set out in Item 9 of Table 1 of Part B, Monetary Rates shall be added to the base rate for Group D in paragraph (c) of this subclause below.
- (c) Index to Groups

Group A -

Air Compressor Operators
Electric Motor Attendants
All Winch Drivers
Service People

Operators of other cranes up to and including 5 tonnes.

Group B -

Operator of Tractor - up to but not exceeding 48kw (65hp)
Operator of Skid Steer Tractor - up to but not exceeding 48kw (65hp)
Operator of Compactor - up to but not exceeding 48kw (65hp)
Operator of Fork Lift - up to but not exceeding 48kw (65hp)
Operator of Mobile Crane - up to and including 10 tonnes
Operator of Floating Crane - up to and including 10 tonnes
Operator of Other Cranes - over 5 and not exceeding 15 tonnes
Operator of Road Roller
Operator of Road Sealing and Surfacing Plant

Group C -

Operator of Tractor - from 48kw (65hp) up to but not exceeding 96kw (130hp)
Operator of Loader - front-end and overhead - from 48kw (65hp) up to but not exceeding 96kw (130hp)
Operator of Dragline/Shovel Excavator - up to 0.5 cubic metres
Operator of Dumper - up to but not exceeding 25 tonnes
Operator of Grader - up to and including 90kw (120hp)
Operator of Compactor - from 48kw (65hp) but not exceeding 96kw (130hp)
Operator of Skid Steer Tractor - from 48kw (65hp) up to but not exceeding 96kw (130hp)
Operator of Fork Lift - from 48kw (65hp) up to but not exceeding 96kw (130hp)
Operator of Mobile Crane - over 10 but not exceeding 20 tonnes
Operator of Floating Crane - over 10 but not exceeding 20 tonnes
Operator of Other Cranes - over 15 but not exceeding 20 tonnes

Group D -

Operator of Tractor - from 96kw (130hp) up to but not exceeding 220kw (295hp)
Operator of Excavator - Hydraulic Telescopic Boom Type
Operator of Dragline/Shovel Excavator - from 0.5 cubic metres up to but not exceeding 1.5 cubic metres
Operator of Fork Lift - from 96kw (130hp) up to but not exceeding 220kw (295hp)
Operator of Dumper - from 25 tonnes up to but not exceeding 40 tonnes
Operator of Grader - from 96kw (130hp) up to but not exceeding 148kw (200hp)
Operator of Loader - front end and overhead from 96kw (130hp) up to but not exceeding 220kw (295hp) capacity

Operator of Slide Boom/Pipe Layer - up to but not exceeding 96kw (130hp)
Operator of Compactor - from 96kw (130hp) up to but not exceeding 220kw (295hp)
Operator of Skid Steer Tractor - from 96kw (130hp) up to but not exceeding 220kw (295hp)

Group E -

Operator of Grader - from 148kw (200hp)
Operator of Tractor - from 220kw (295hp) up to but not exceeding 370kw (500hp)
Operator of Dumper - from 40 tonnes up to but not exceeding 100 tonnes
Operator of Loader - front end and overhead, from 220kw (295 hp) up to but not exceeding 370kw (500hp)
Operator of Compactor - from 220kw (295hp)
Operator of Skid Steer Tractor from 220kw (295hp)
Operator of Dragline/Shovel Excavator - from 1.5 metres up to but not exceeding 3.0 metre capacity
Operator of Side Boom/Pipe Layer - from 96kw (130hp) but not exceeding 220kw (295hp)

Group F -

Operator of Tractor - from 370kw (500hp) up to but not exceeding 450kw (600hp)
 Operator of Dragline/Shovel Excavator - from 3.0 cubic metres up to but not exceeding 5 cubic metres
 Operator of Dumper - from 100 tonnes truck capacity
 Operator of Loader - front end and overhead, from 370kw (500hp) up to but not exceeding 450kw (600hp)

Group G -

Operator of Dragline/Shovel Excavator - from 5 cubic metres
 Operator of Side Boom/Pipe Layer - from 220kw (295hp)

Group H -

Operator of Tractor - from 450kw (600hp)
 Operator of Tower Crane

- (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 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, State Wage Case and minimum rates adjustments.
- (iii) Additions to the Total Weekly Wage shall be paid an amount as set out in Item 1 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates.

An employee shall be deemed to be in charge of his plant item where:

- (a) Two or more operators are employed on a unit or plant at the same time and he is the operator specifically entrusted with the superintendence and responsibility.
 - (b) When an operator is instructed by his supervisor of the work that his duties are to include repairs to his unit or plant in addition to the work of operating the plant and not when he merely assists the fitter or engineer to do such work.
 - (c) For the purpose of this allowance a Field Service Grease Truck will be regarded as a unit or plant and an employee placed in charge of such truck shall be eligible for payment. Extra rates payable under this subclause shall be regarded as part of an employee's ordinary wage for the purposes of this award.
- (iv) Industry Allowance -
 - (a) Employees working in the open on civil and/or mechanical engineering projects and thereby being subject to climatic conditions, that is, dust blowing in the wind, drippings from newly-poured concrete, sloppy and muddy conditions, the lack of usual amenities associated with factory work (for example, meal rooms, change rooms, lockers, etc) shall be paid an additional amount as set out in Item 2 of Table 2 for all purposes of the award.
 - (b) Employees working on civil and/or mechanical engineering projects shall be paid an allowance as set out Item 3 of Table 2. This allowance shall be treated as part of the employees ordinary for all purposes of the award.

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 undeveloped locations.

For the purpose of this clause "inclement weather" means wet weather and for working in isolated and undeveloped locations and/or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperatures or any combination thereof.

- (c) Waste Disposal - In addition to the allowances prescribed in paragraphs (a) and (b) of this subclause, employees engaged in waste disposal depots shall be paid a disability allowance as set out in Item 4 of Table 2 for each hour worked with a minimum payment of three hours each day. This allowance is to compensate for the special disabilities associated with the offensive and obnoxious nature of the duties of solid and liquid waste and garbage disposal. The allowance prescribed by this paragraph shall be paid for each hour the employees are suffering the disabilities and shall not form part of ordinary wage for all purposes of the award.
- (viii) Leading Hands - An employee appointed as a leading hand shall be paid in addition to the wage rate otherwise prescribed, an amount as set out in Item 5 of Table 2.

Leading hand shall mean an employee who shall be in charge of any number of employees and who shall, if required, keep a record of the times of employees under his control.

- (ix) Special Allowance - Employees within the Steel Works at Australian Iron & Steel, Port Kembla, shall be paid an additional amount as set out in Item 6 of Table 2 when loading/handling manganese.
- (x) Employees involved in road construction work in the Illawarra region working in areas where coal wash is being unloaded, handled or spread shall be paid the sum as set out in Item 7 of Table 2. This allowance shall be paid in substitution for any rate which might otherwise be payable for dirty, wet confined spaces or similar disability.

6. STRUCTURAL EFFICIENCY EXERCISE

- (a)
 - (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) Any direction issued by an employer shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (b) The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the Building and Construction Industry and to enhance the career opportunities and job security of employees in the industry.
- (c) The state parties note that the federal parties have established working parties for the testing and/or trialing of various skill levels and to enable proper consultation with both employees and employers in the industry on matters consistent with the objectives of sub-clause (b) herein. The parties shall process any such matters through a state working party.
- (d) Measures raised for consideration consistent with sub-clause (c) herein shall be related to implementation of a new classification structure, any facilitative provisions contained in this Award and matters concerning training.
- (e) Without limiting the rights of either an employer or a Union to arbitration, any other measure designed to increase flexibility on a site or within an enterprise sought by any party shall be notified to the relevant working party and by agreement of the parties involved shall be implemented subject to the following requirements:
 - (i) the changes sought shall not affect provisions reflecting national standards;
 - (ii) the working party will consider the implications of the proposed measures for existing on-site arrangements;
 - (iii) the majority of employees affected by the change at the site or enterprise must genuinely agree to the change;

- (iv) no employee shall lose income as a result of the change;
 - (v) the relevant Union or Unions must be a party to the agreement;
 - (vi) any agreement shall be subject, where appropriate, to approval by the Industrial Commission and, if approved, shall operate as a Schedule to this Award and take precedence over any provision of this Award to the extent of any inconsistency.
- (f) Award restructuring should be given its wider meaning, and Award restructure should not be confined to the restructuring of classifications but may extend to the review of other restrictive provisions which currently operate. To that end, such restrictive provisions will be reviewed on an ongoing basis.
- (g) The parties to this Award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
- (i) developing a more highly skilled workforce;
 - (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (iii) removing barriers to the utilization of skills acquired.
- (h) Any disputes arising in relation to the implementation of this clause shall be subject to the provisions of the Settlement of Disputes Clause.

7. AWARD MODERNISATION

- (a) 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.
- (b) The parties commit themselves to the following principles as part of the structural efficiency process and have agreed to participate in a testing process in accordance with the provisions of this clause:
- (i) Acceptance in principle that the new Award skill level definitions will be more suitable for the needs of the industry, sometimes more broadly based, in other matters more truly reflective of the different skill levels of the tasks now performed, but which shall incorporate the ability for an employee to perform a wider range of duties where appropriate.
 - (ii) The parties will create a genuine career path for employees which allows advancement based on industry accreditation and access to training.
 - (iii) Co-operation in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputation.

8. CASUAL LABOUR

A casual employee (as defined) shall receive a loading of 15 per cent.

9. CONTRACT OF EMPLOYMENT

- (i) Except as provided in clause 8, Casual Labour, of this award, employment shall be by the week. An employee to become entitled to payment on a weekly basis shall, except as provided by clause 19, Sick Leave, of this award, perform such work as the management shall from time to time require on the days and during the hours usually worked by the class of employees affected.
- (ii) Employment for the first two weeks of service shall be from day to day at the weekly rate fixed; Provided that any employee who has once served a probationary period of two weeks with any employer

shall not be subject to be employed for a second probationary period with the same employer except when his re-engagement takes place at least one month after the termination of this employment; Provided further than an employee shall be paid for any holiday or holidays which occur during any period he is employed on probation pursuant to this clause.

- (iii) (a) An employee not attending for duty shall, except as provided by the said clause 19, lose his pay for the actual time of such non-attendance.
- (b) Notwithstanding anything hereinbefore contained any employer in the State of New South Wales who by reason of the failure or shortage of electric power is unable to carry on his undertaking during all the working hours of the day may deduct from the wages of an employee payment for any part of a day in excess of 20 minutes such employee cannot be usefully employed; Provided that any employee who is required to attend for work on any day but from whom for the reason abovementioned no work is provided, shall be entitled to two hours' pay; Provided further that where any employee commences work he shall be entitled to be provided with four hours' employment or failing which be entitled to be paid for four hours' work.
- (iv) Employment shall be terminated by a week's notice on either side, such notice to be given at any time during the week or by the payment or forfeiture of a week's wages, as the case may be. This shall not affect the right of the management to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases wages shall be paid up to the time of dismissal only or to deduct payment for any day the employee cannot be usefully employed because of any strike by the claimant organisations of employees or any other union or through any breakdown of machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible; Provided that where an employer orders employees not to work on any day because of the state of the weather such orders shall not deprive the employees of their claim for payment under their weekly engagement, but if such employees cease work in any day because of the state of weather without being ordered to do so they shall not be entitled to payment for time so lost.
- (v) Part-time Employment - Subject to the provisions of clauses 12, 16, 21, 22 and 24, the following shall apply to all classifications contained in this award:
 - (a) An employee may be employed to work ordinary hours on a part-time basis on any of the days Monday to Friday, pursuant to the provisions of clause 24, Parental Leave.
 - (b) An employee so engaged shall be classified as a part-time employee and be paid for ordinary hours worked at the appropriate hourly rate for the applicable work classification.
 - (c) Unless specifically provided by the clauses referred to above and subject to the provisions of subclause 24(D)(5) and the matters agreed to in accordance with subclause 24(D)(8), Part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

10. TERMINATION OF EMPLOYMENT

- (a) One week's notice of termination of employment shall be given on either side or one week's pay shall be paid or forfeited.
- (b) Subject to the termination provisions of clause 33, notice given at or before the usual starting time of any ordinary working day shall be deemed to expire at the completion of that day's work.
- (c) The employer shall provide to the employee a written statement specifying the period of his/her employment and the classification of or the type of work performed by the employee.
- (d) Nothing in this clause shall affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.

11. HOURS, DAY WORKERS

- 11.1 Except as provided elsewhere in this award, the ordinary working hours shall be 38 per week, worked between 7.00 a.m. (6.00 a.m. in Queensland) and 6.00 p.m., Monday to Friday, in accordance with the following procedure.
- 11.2 Hours of work and rostered days off
- 11.2.1 The ordinary working hours shall be worked in a 20-day 4-week cycle, Monday to Friday inclusive, with eight hours worked for each of nineteen days and with 0.4 of an hour on each of those days accruing towards the twentieth day, which shall be taken as a paid day off. The twentieth day of that cycle shall be known as the rostered day off and shall be taken as outlined in 11.2.2 to 11.2.5 hereof. Payment on such a rostered day off shall include accrued entitlement to the allowances prescribed in clause 31 Fares and Travel Patterns Allowance (i)(a) of this award.
- 11.2.2 A rostered day off shall be taken on the fourth Monday in each four-week cycle, except where it falls on a public holiday, in which case the next working day shall be taken in lieu.
- 11.2.3 Before October each year the parties at State level will meet to programme the RDO's for the following year, ensuring that they coincide with the public holidays to the greatest extent practicable.
- 11.2.4 Agreement on alternate RDO's
- (a) Where an employer, who is not a party to an industry agreement dealing with rostered days off, and a majority of employees at an enterprise agree, another day may be substituted for the nominated industry rostered day off.
 - (b) Where there are union members employed at the enterprise, and the majority of the members request it, the consent of the State Branch of the union shall be obtained at least five days prior to the alternate RDO being implemented.
 - (c) Where there is a dispute in relation to an alternate RDO, the matter may be determined in accordance with clause 43 - Settlement of Disputes of this award.
- 11.2.5 Agreement on banking of RDO's
- (a) Where employees are employed on distant work covered by clause 37 of this award, an employer (who is not a party to an industry agreement dealing with RDO's) and a majority of those employees on distant work may agree to accrue up to five RDO's for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer or subject to reasonable notice by the employee.
 - (b) Where there are union members employed at the enterprise, and the majority of the members request it, the consent of the State Branch of the union shall be obtained at least five days prior to its introduction.
 - (c) Where there is a dispute in relation to the operation of this subclause, the matter may be determined in accordance with clause 43 - Settlement of Disputes of this award.
- 11.2.6 Provided further that thirteen rostered days are taken off by an employee for twelve months' continuous service.
- 11.2.7 Each day of paid leave taken and any holiday (as prescribed in clause 17 - Public Holidays and Holiday Work of this award), occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

11.2.8 An employee who has not worked, or is not regarded by reason of paragraph 12.2.7 hereof as having worked a complete nineteen-day four week cycle, shall receive pro rata accrued entitlements for each 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.

11.2.9 Except where agreement has been reached in accordance with 11.2.4 and 11.2.5 hereof, the prescribed RDO or any substituted 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 out-of-hours maintenance 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, in addition to accrued entitlements, the employee shall be paid penalty rates and provisions as prescribed for Saturday work in clause 18 - Weekend work of this award.

11.3 Agreement on working other than the RDO cycle

11.3.1 Where an employer, who is not party to an industrial agreement dealing with rostered days off, and the majority of employees employed at a particular enterprise agree that due to the nature of an employer's operations it is not practicable for the foregoing four week cycle to operate, they may agree to an alternate method of arranging working hours. Provided that the ordinary hours worked in any one week from Monday to Friday are within the spread of hours set out in 11.1 hereof, and that no more than eight ordinary hours are worked in any one day.

11.3.2 If the employees involved are members of the union then the employer shall notify the union.

11.4 Early starts

By agreement between the employer, the employees and if requested by union members, the appropriate union, the working day may start at 6.00 a.m. or at any other time between that hour and 8.00 a.m. and the working time shall then begin to run from the time so fixed, with a consequential adjustment to the meal cessation period.

11.5 Washing time

The employer shall provide sufficient facilities for washing and five minutes shall be allowed before lunch and before finishing time to enable employees to wash and put away gear.

12. HOURS OF WORK - PART-TIME EMPLOYMENT

- (i) This clause shall only apply in respect of the operation of clause 24, Parental Leave.
- (ii) Notwithstanding the provisions of clauses 11, Hours, Day Workers and 18, Shift Work, an employee working on a part-time basis pursuant to the provisions of the said clause 24 may be paid for actual hours worked and in such instances the employee shall not be entitled to accrue time towards a rostered day off, and further provided that such employee shall not work on the nominated industry rostered day off.
- (iii) An employer and employee may agree that the part-time employee accrues time towards a rostered day off as provided by the said clauses 11 and 18. In such instances the part-time employee shall accrue pro rata entitlements to rostered days off in accordance with paragraph 7(i)(c)(4).
- (iv) The actual ordinary hours of part-time work shall be arranged or varied as applicable by mutual agreement between the employer and the employee from time to time under the provisions of subclause 24 (D)(8).

13. MEAL INTERVAL

- (i) Employees shall be entitled to a meal break each day of not less than 30 minutes in duration and not more than one hour in duration provided that the subject meal break shall be taken between 11:30 a.m. and 1:30 p.m.

- (ii) Employees called upon to work during the recognised meal hour shall be paid at ordinary 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 30 minutes during such recognised meal hour without additional rates of pay provided that they receive the equivalent meal time.

14. MEAL INTERVAL DURING OVERTIME

Cribs:

- (i) An employee who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided overtime work continues after such break.
- (ii) Any employee required to work overtime for more than one and one-half hours after ordinary ceasing time shall be provided with a meal or shall be paid an amount set out in item 8 of Table 2 of Part B for such meal and after the completion of each four hours' continuing overtime, shall be paid an amount set out in item 8 of Table 2 of Part B, for each subsequent meal in addition to overtime payment.

15. OVERTIME

- (i) For all time worked on week days outside the hours prescribed in clause 11, Hours, Day Workers, of this award, overtime shall be paid at the rate of time and one-half for the first two hours and double time thereafter.
- (ii) An employee recalled to work overtime after leaving his employer's business premises (whether notified before or after leaving the premises) or a day worker required to work overtime on a Saturday shall be paid for a minimum of four hours' work at the appropriate rate for each time he is so recalled; Provided that, except in the case of unforeseen circumstances arising the employee shall not be required to work the full four hours, if the job he was recalled to perform is completed in a shorter period.

This subclause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time, or on a Saturday when overtime commenced on the day previous. Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclause (v) of this clause, where the actual time worked is less than four hours on such recall or on each of such recalls.

- (iii) An employee occasionally required to hold himself in readiness either at his home, his place of work or elsewhere to work before or after ordinary hours or on a Saturday, which is not an ordinary working day, or on a Sunday or holiday shall be paid standing time at his ordinary rate of wage for the time which he is told to hold himself in readiness until released.
- (iv) When an employee finishing overtime work or in order to commence overtime work has to travel at a time when reasonable means of transport are not available the employer shall provide him with a conveyance to or from his home or pay him at his ordinary rate of wage for the time occupied in reaching his home or work, respectively.
- (v) An employee who works so much overtime -
 - (1) (a) between the termination of his ordinary work day or shift, and the commencement of his ordinary work in the next day or shift that he has not had at least ten consecutive hours off duty between these times,
 - (b) or on Saturdays, Sundays and Holidays, not being ordinary working days or on a rostered day off, without having had ten consecutive hours off duty in the twenty-four hours preceding his ordinary commencing time on his next ordinary day shift, shall, subject to

this subclause be released after completion of such overtime until he has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.

- (2) If, on the instructions of his employer, such an employee resumes or continues to work without having had such ten consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (3) The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked
 - (a) for the purpose of changing shift rosters, or
 - (b) 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
 - (c) where a shift is worked by arrangement between the employees themselves.
- (vi) An employer may require any employee to work overtime in accordance with such requirement.

16. PUBLIC HOLIDAYS AND HOLIDAY WORK

- (i) (a) An employee, other than a casual employee (as defined) shall be entitled to the following holidays without deduction of pay. Provided that if any other day be by a State Act of Parliament or State Proclamation substituted for any of the said holidays, the day so substituted shall be observed:

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day and Eight Hour Day provided that in any district where Eight Hour Day is not celebrated, Sydney Eight Hour Day shall be observed in such district and thereafter the employees shall not be entitled to any further holidays during the year on account of Eight Hour Day.
- (b) Where an additional or substitute public holiday is proclaimed by Order in Council or otherwise gazetted by authority of the Australian or State Government under any Acts throughout any State or part thereof, such a day shall, within the defined locality, be deemed to be a holiday for the purpose of this award, provided that an employee shall not be entitled to the benefit of more than one holiday upon such occasion.
- (ii) (a) The first Monday in December of each year shall be a holiday as the Picnic Day.
- (b) An employer may require from an employee evidence of his attendance at the picnic and the production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where such evidence is requested by the employer payment need not be made unless the evidence is produced.
- (c) This clause shall apply only to employees working in the counties of Cumberland, Northumberland and Camden and any other district where an organised picnic is held.
- (iii) Where an employer holds a regular picnic for this employees on some other working day during the year such day may be given and may be taken as a picnic day in lieu of the picnic day here fixed.
- (iv) All time worked on any of the holidays prescribed in this clause or substituted in lieu thereof shall be paid at a rate of double time and one-half.
- (v) Employees required to work on a holiday shall be paid for a minimum of four hours' work.

- (vi) Where an employee is working on a part-time basis pursuant to the provisions of clause 24, Parental Leave, the holiday provisions in this clause shall only apply in respect of that part of a holiday or group of holidays which coincide with the ordinary hours of part-time work applicable to that employee.

17. WEEKEND WORK

- (i) Overtime work on a Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided that all overtime worked after 12 noon on Saturday shall be paid for at the rate of double time.
- (ii) Any time worked on Sundays shall be paid at the rate of double time.
- (iii) An employee required to work overtime on a Saturday or Sunday shall be paid for a minimum of four hours work, provided that, except in the case of unforeseen circumstances arising, employees shall not be required to work the full four hours, if the job they were recalled to perform is completed in a shorter period.
- (iv) Where overtime is worked on a Saturday, if work continues after 12.00 noon a break for a meal of thirty minutes shall be allowed between 12.00 noon and 1.00 p.m., which meal break shall be taken without loss of pay.

Any employee required to work overtime for more than one and one-half hours after ordinary ceasing time shall be provided with a meal or shall be paid an amount as set out in Item 9 of Table 2- Other Rates and Allowances of Part B, Monetary Rates for such meal and after the completion of each four hours continuing overtime shall be paid an amount as set out in the said Item 9 for each subsequent meal in addition to the employee's overtime payment.

18. SHIFT WORK

Where it is necessary that work is performed in shifts the following conditions shall apply.

18.1 For the purposes of this clause:

18.1.1 Afternoon shift means a shift finishing at or after 9.00 p.m. and at or before 11.00 p.m.

18.1.2 Night shift means a shift finishing after 11.00 p.m. and at or before 7.00 a.m.

18.1.3 Morning shift means a shift finishing after 12.30 p.m. and at or before 2.00 p.m.

18.1.4 Early afternoon shift means a shift finishing after 7.00 p.m. and before 9.00 p.m.

18.2 Provided that the employee is employed continuously (inclusive of public holidays) for five shifts Monday to Friday, the following rates shall apply:

18.2.1 Afternoon and night shift - ordinary time plus 50%.

18.2.2 Morning and early afternoon shifts - ordinary time plus 25%.

18.3 In the case of broken shifts (i.e. less than five consecutive shifts Monday to Friday) the rates prescribed shall be - ordinary time plus 50% for the first two hours and double ordinary time rates thereafter. Provided that where a job finishes after proceeding on shift work for more than five consecutive days or the employee terminates the employee's services during the week, the employee shall be paid at the rate specified in 18.2 hereof for the time actually worked.

18.4 The ordinary hours of both afternoon and night shift shall be eight hours daily inclusive of meal breaks. Provided that where shift work comprises three continuous and consecutive shifts of eight hours each per day, a crib time of twenty minutes duration shall be allowed on each shift, and shall be paid for as though worked. Such crib time shall be in lieu of any other rest period or cessation of work elsewhere prescribed by this award.

- 18.5 For the purpose of this clause an employee shall not be required to work for more than five hours without a meal break.
- 18.6 An employee shall be given at least 48 hours notice of the requirements to work shift work.
- 18.7 The hours for shift workers, when fixed, shall not be altered except for breakdowns or other causes beyond the control of the employer, provided that notice of such alteration shall be given to the employee not later than ceasing time of the previous day shift.
- 18.8 For all work performed on a Saturday or Sunday, the normal rates of pay applicable to weekend overtime shall apply. Provided that an ordinary night shift commencing before and extending beyond midnight Friday shall be regarded as a Friday shift.
- 18.9 All work in excess of shift hours, Monday to Friday, other than holidays shall be paid for at double time based on the ordinary rates of pay (excluding shift rates).
- 18.10 The provisions of this award relating to hours of work and leave shall apply to employees working shift work.

19. SICK LEAVE

An employee who, after not less than three months' continuous service in his current employment, is unable to attend for duty during his ordinary working hours by reason of personal illness or personal incapacity (including incapacity resulting from injury within the *Workers' Compensation Act* 1987 (NSW), the Workplace Injury Management and Workers compensation Act 1998 (NSW), or any successor legislation) not due to his own serious and wilful misconduct shall be entitled to be paid at ordinary time rate of pay for the time of such non-attendance subject to the following:

- (i) 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 sick leave or resumes work.
- (ii) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee 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 in respect of the period covered by the said claim until such claim has been disposed of.
- (iii) The employee shall within twenty-four hours of the commencement of such absence inform the employer or the employee's representative of the employee's inability to attend duty and as far as possible, state the nature of the illness or incapacity and the estimated duration of the same.
- (iv) The employee shall prove to the satisfaction of his employer that he 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.
- (v) Subject to the provisions of subclause (vi), the employee shall not be entitled in any one 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 may be carried forward under this award in or in respect of such year.
- (vi) The rights under this clause shall accumulate from year to year so long as the employment continues with the employer, whether under this or any other award, so that any part of ten days which has not been allowed in any one 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 continuous employment. Any rights which accumulate pursuant to this subclause shall be available to the employee for a period of six years, but for no longer, from the end of the year in which they accrued.

- (vii) For the purpose of this clause continuous service shall be deemed not to have been broken by:
- (a) any absence from work or leave granted by the employer; or
 - (b) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee); Provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
- (viii) Service with his employer before the date of coming into force of this award shall be counted as service for the purpose of qualifying thereunder.

20. PERSONAL/CARER'S LEAVE

(1) Use of sick leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 19, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not

practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

(3) Annual Leave

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

(4) Time Off in Lieu of Payment for Overtime

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

(5) Make-up Time

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

21. JURY SERVICE

An employee on weekly hiring required to attend for jury service during his ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his attendance for such jury service and the amount of wage he would have received in respect of the ordinary time he would have worked had he not been on jury service.

An employee shall notify his employer as soon as practicable of the date upon which he is required to attend for jury service, and shall provide his employer with proof of his attendance, the duration of such attendance and the amount received in respect thereof.

An employee working part-time pursuant to clause 24, Parental Leave, required to attend for jury service during their agreed ordinary hours shall be paid in accordance with this clause on a pro-rata basis.

22. ANNUAL LEAVE

See *Annual Holidays Act* 1944.

23. LONG SERVICE LEAVE

See *Long Service Leave Act* 1955.

24. PARENTAL LEAVE

Part 4 of Chapter 2 of the *Industrial Relations Act* 1996 shall be read as a provision of this award.

25. MIXED FUNCTIONS

Where employment or work involves functions of a mixed character the minimum wages to be paid to the employee for the day or part of a day he is so employed shall be calculated as if he performed such only of the said functions as involve the highest rates of wages under this award. If so employed for any part of a day he shall be paid at the highest rate for the whole of such day.

26. SUPERANNUATION

(i) Superannuation Legislation- The subject of superannuation contributions is dealt with extensively by 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. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

(ii) Definitions-

"Fund" shall mean an established fund meeting all the requirements of 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, and shall include CTRF, ASSET and APS or any alternative fund as specified in paragraph (a) of subclause (iv), Exemptions, of this clause.

"ASSET" shall mean the Australian Superannuation and Savings Employment Trust.

"APS" shall mean Australian Public Superannuation.

"CTRF" shall mean Combined Trade Union Retirement Fund

"Alternative Fund" shall mean any fund which complies with the Commonwealth's Operational Standards for Occupational Superannuation Funds and which has received the appropriate preliminary listing for taxation purposes from the Insurance and Superannuation Commission.

"The employer" shall mean any employer engaged in the industry to which subclause (ii) of clause 45, Area, Incidence and Duration, of this award applies.

"The employee" shall mean any employee engaged under the terms of this award.

"Ordinary-time earnings" shall mean the rate of wage as specified in clause 5. Wage Rates, of this award, plus the allowances specified in paragraphs (a) and (b) of subclause (iv), Industry Allowance, of the said clause 5 and paragraph (b) of subclause (I) of clause 31, Fares and Travel Pattern Allowance, of this award.

- (iii) Employer Contributions to Superannuation - Subject to the rules of the Fund an employer shall contribute to the Fund in respect of each eligible employee an amount not less than 3% of ordinary time earnings calculated to the nearest 10 cents.

NOTATION: Employer contributions under relevant legislation are set at 8% and will be set at 9% from 1 July 2002.

- (iv) Exemptions-This clause shall not apply in the following circumstances:

- (a) Where on-site work in the construction industry is being performed and employers are contributing, for the period of such works on behalf of their employees to:

Combined Trade Union Retirement Fund (Building & Construction Fund); or
Construction Building Unions Superannuation Scheme (CBUSS); or
Allied Unions Superannuation Trust (AUST),

In which case the Trustees of the Fund will grant an exemption from the terms of this clause.

- (b) The provisions of this clause shall not apply to employers who are affiliated solely with The Australian Industry Group and not with any other employer organisation and who have a majority of employees engaged in metal/manufacturing work.
- (v) Expenses- The expenses incurred in the administration of the Fund shall be paid out of the assets of the Fund, not by the employers or the unions.

27. RIGHT OF ENTRY

See Part 7 of Chapter 5 of the *Industrial Relations Act 1996*.

28. PAYMENT OF WAGES

- (i) Where the employer and majority of employees agree, employees may be paid by transfer of pay into the employee's account(s) at an employee nominated facility/facilities, such transfer being made to ensure that funds are available in those accounts by no later than the normal pay day. Provided that individual arrangements as above may be made by consent between the employer and the employee.
- (ii) An employee may nominate for accounts such facilities as banks, credit unions, building societies or such other similar financial institutions.
- (iii) Each employee will inform the employer on commencement or no later than the end of the first full pay period after commencement of such nominated facilities and accounts.

- (iv) Provided that where an employee is situated for a period exceeding one full day on a site located at a distance in excess of 40 kilometres round trip from a suitable financial facility, the employer and the employee may mutually agree to an alternative.
- (v) The employer will recompense the employee for such costs/charges as are necessary to establish such initial nominated account(s) but will not be responsible for any ongoing recurrent costs/charges.
- (vi) On payment by an employer of any wages to an employee, the employer shall furnish to the employee either by noting on the pay envelope of the employee or by way of a statement in writing handed to the employee at the time when payment is made, the particulars prescribed by the *Industrial Relations Act* 1996 and the regulations thereto.
- (vii) One day of each pay period shall be recognised as the pay day for the job. It shall not be later than the same day in each period. Employees shall be paid during their ordinary working hours. If they are paid during the ordinary mealtime, such time so occupied shall be added to the actual mealtime.

An employee kept waiting for his wages for more than one-quarter of an hour after the usual time of ceasing work shall be paid overtime rates after that quarter of an hour with a minimum of a quarter of an hour.

- (viii) When employees are discharged, except for misconduct, they shall be paid all wages due to them at the time of their discharge. In the case of discharge for misconduct or of resignation they shall be paid all wages due to them within 24 hours after discharge or after the expiry of the period of notice. The pay period shall close not more than three working days before the recognised pay day.
- (ix) The time occupied by an employee in filling in any time record or cards or in the making of records shall be treated as time of duty but this does not apply to checking in or out when entering or leaving the employer's premises.
- (x) In the event that a scheduled day off falls on payday, the employer shall pay wages to the employees on the following working day. Subject to the employer being able to make payment the wages may be paid on the working day preceding the scheduled day off. Provided that where the scheduled day off falls on a pay day which is a Friday the employer shall pay wages on the working day prior to the day off.
- (xi) Part-time Employees - The method of paying wages to an employee working on a part-time basis shall be in terms recorded as being agreed between the employer and the employee pursuant to clause 24, Parental Leave.

29. ANNUAL LEAVE LOADING

- (i) In this clause the *Annual Holidays Act* 1944 is referred to as the Act.
- (ii) Before an employee is given and takes his annual leave or, where by agreement between the employer and employee the annual leave is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay his employee a loading determined in accordance with this clause. (NOTE - The obligation to pay in advance does not apply where an employee takes annual leave wholly or partly in advance - see subclause (vi).)
- (iii) The loading is payable in addition to the pay for the period of annual leave taken and given and due to the employee under the Act.
- (iv) The loading is to be calculated in relation to any period of annual leave to which the employee becomes or has become entitled or, where such leave is given and taken in separate periods, then in relation to each such separate period. (NOTE - See subclause (vii) as to leave taken wholly or partly in advance.)
- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (v) of the rate per week of 171/2 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award, for the classification in which the employee was employed immediately before commencing his annual leave.

- (vi) No loading is payable to an employee who takes annual leave wholly or partly in advance; Provided that, if the employment of such an employee continues until the day when he would have become entitled under the Act to annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated in accordance with subclause (v) of this clause, applying the award rate of wages payable on that day.
- (vii) Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving annual leave, or leave without pay to the employees concerned:
 - (a) An employee who is entitled under the Act to annual leave and who is given and takes such leave shall be paid the loading calculated in accordance with subclause (v) of this clause.
 - (b) An employee who is not entitled under the Act to annual leave and who is given and takes leave without pay, shall be paid in addition to the amount payable to him under the Act, such proportion of the loading that would have been payable to him under this clause if he had become entitled to annual leave prior to the close-down as his qualifying period of employment in completed weeks bears to 52.
- (viii) (a) When the employment of an employee is terminated by his employer, for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of annual leave to which he became entitled, he shall be paid a loading calculated in accordance with subclause (v) for the period not taken.
- (b) Except as provided in paragraph (a) of this subclause no loading is payable on the termination of an employee's employment.
- (ix) An employee who is given and takes annual leave and who would have worked as a shift worker if he had not been on leave; Provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, that amount shall be paid to the employee in lieu of the loading.

30. REDUNDANCY

- (a) Definition: "Redundancy" means a situation where an employee ceases to be employed by a employer, respondent to this award, other than for reasons of misconduct or refusal of duty. "Redundant" has a corresponding meaning.
- (b) Redundancy Pay: A redundant employee shall receive redundancy/severance payments, calculated as follows, in respect of all continuous service (as defined by this Award) with his or her employer provided that any service prior to 22 March, 1989 shall not be counted as service unless the employee is made redundant by the Employer.

Period of continuous service with an employer	Redundancy/ Severance Pay
1 year or more but less than 2 years	2.4 weeks pay plus, for all service in excess of 1 year, 1.75 hours pay per completed week of service up to a maximum of 4.8 weeks pay.
2 years or more but less than 3 years	4.8 weeks pay plus, for all service in excess of 2 years, 1.6 hours pay per completed week of service up to a maximum of 7 weeks pay.
3 years or more but less than 4 years	7 weeks pay plus, for all service in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 weeks pay.
4 years or more	8 weeks pay.

Provided that an employee employed for less than twelve (12) months shall be entitled to a redundancy/severance payment of 1.75 hours per week of service if, and only if, redundancy is occasioned otherwise than by the employee.

- (c) "Week's pay" means the ordinary time rate of pay at the time of termination for the employee concerned.
- (d) If an employee dies with a period of eligible service which would have entitled that employee to redundancy pay, such redundancy pay entitlement shall be paid to the estate of the employee.
- (e)
 - (i) Any period of service as a casual shall not entitle an employee to accrue service in accordance with this clause for that period.
 - (ii) Service as an apprentice will entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with this clause if the employee completes an apprenticeship and remains in employment with that employer for a further 12 months.
- (f) An employer bound by this award may utilise a fund to meet all or some of the liabilities created by this clause. Where an employer utilises such a fund:
 - (i) payments made by a fund designed to meet an employer's liabilities under this clause, to employees eligible for redundancy/severance pay shall be set off against the liability of the employer under this clause, and the employee shall receive the fund payment or the award benefit whichever is the greater but not both; or
 - (ii) where a fund, which has been established pursuant to an agreement between unions and employers, does not make payments in accordance with this clause, contributions made by an employer on behalf of an employee to the fund, shall, to the extent of those contributions, be set off against the liability of the employer under this clause, and payments to the employee shall be made in accordance with the rules of the fund or any agreement relating thereto and the employee shall be entitled to the fund benefit or the award benefit whichever is greater but not both.
- (g) Service as an employee for the Crown in the Right of the State of New South Wales shall not be counted as service for the purpose of this clause.
- (h) Employee leaving during notice

An employee whose employment is to be terminated in accordance with this clause may terminate his or her employment during the period of notice and if this occurs, shall be entitled to the provisions of this clause as if the employee remains with the employer until expiry of such notice. Provided that in such circumstances, the employee shall not be entitled to payment in lieu of notice.

- (i) Transmission of Business
 - (i) Where a business is, before or after the date of this award, transmitted from an employer (in this subclause called "the transmittor") to another employer (in this subclause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:
 - (a) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (b) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
 - (ii) In this subclause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

31. FARES AND TRAVEL PATTERN ALLOWANCE

- (i) (a) An allowance as set out in item 10, of Table 2 of Part B shall be paid by employers to employees to compensate for excess fares and travelling time to and from places of work: Provided that the above stated allowance shall not be payable if the employer provides or offers to provide transport free of charge to any employee from and to a point established at a distance of not more than 3.2 kilometres from the employee's residence in which case an allowance as set out in item 10, of Table 2 of Part B shall be paid. Provided further that the provision of this sub-clause shall not apply to any employee when required to report to a fixed establishment or a fixed place of reporting such not being a construction site.
- (b) In addition to the above, a travel pattern loading as set out in item 10, of Table 2 of Part B shall be paid for all purposes of the award to compensate employees of private contractors for excess travelling time incurred.
- (ii) General Provisions
 - (a) Time taken by the vehicles provided by the employer shall not be made more than reasonable allowing for the speed of the vehicle and the condition of the road. In all cases where vehicles are provided by the employer they shall leave promptly on cessation of work and an employee shall not be required to travel a further distance than is required.

Explosives shall not be carried on vehicles which are used for the conveyance of employees.
 - (b) Where an employee are required to travel to and from work in the employer's vehicle the employer shall provide the vehicle with suitable seating accommodation together with a cover to protect the employees from the weather.
 - (c) Where an employee is sent during working hours from job to job the employer shall pay all travelling times and fares incurred in addition to the amounts the employee may be liable to pay under subclause (i), of this clause.
 - (d) Where an employee is not notified by the employer the day before of a transfer the employer shall be required if requested by the employee, to return the employee to the point from which the employee was transferred by time of cessation of work: provided that the provision shall only apply on the first day of transfer.
- (iii) The provisions of this clause shall not apply to an employee camped or resident at the place of work. Such an employee shall be paid in accordance with the provisions of subclause (xix), of Clause 8, Camping Area, of this award.
- (iv) (a) Where an employee's place of work is at a construction site located more than 40 kilometres from the employer's depot, by nearest practicable route, an employee required to provide, maintain and drive their own vehicle or where public transport is not available to enable them to get to and from such place of work shall be paid an allowance as set out in item 11, of Table 2 of Part B per kilometre for the distance travelled each way in excess of such 40 kilometres. The minimum payment under this paragraph shall not be less than item 11, of Table 2 of Part B inclusive of the allowance under subclause (i) of this clause.
- (b) Where an employee during working hours is directed by the employer to use private vehicle for the purpose of the employer's business shall be paid an allowance as set out in item 11, of Table 2 of Part B. This allowance is payable in addition to any payment made under subclause (i) of this clause or under paragraph (a) of this subclause.
- (c) Where an employee is directed by the employer during working hours to use private vehicle for the purpose of road escort duty shall be paid an allowance of item 11, of Table 2 of Part B. This allowance is payable in addition to any payment made under subclause (i) of this clause or under paragraph (a) of this subclause.
- (d) Where an employee is required to use their private vehicle to transfer from one place to another during working hours and this requires them to travel a greater distance from the depot shall be

paid an allowance as set out in item 11, of Table 2 of Part B but only for the distance travelled to and from the place of work from which they were transferred.

- (e) Provided that where an employer and the union representative elect to adopt an alternative system no less favourable than the above, they may adopt those arrangements in lieu of the foregoing.
- (f) Nothing in this clause shall act to reduce any existing agreement between the employer and the union that is more favourable than the provisions of this clause.
- (v) An employee required by the employer to carry any fuel, oils and/or greases in his own vehicle for the use in the employer's plant shall be paid an allowance of the amount set out in Item 12, of Table 2 of Part B per day in addition to any amount payable under subclause (iv), of this clause, for each day the employee is so required by the employer to carry such materials.

32. UNION REPRESENTATIVE

An accredited job representative shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting the employees whom he represents.

33. COUNTRY WORK

- (i) Country work shall mean employment at a place, which requires the employee to live away from the employee's usual place of residence.
- (ii) 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 which they were sent to perform is completed and no other work is provided by the employer, shall be entitled to fares back to the place of engagement.
- (iii)
 - (a) Where employees are sent from one place to another, as prescribed by this clause, the employer shall provide reasonable board and lodging or shall pay an allowance as set out in item 13, of Table 2 of Part B per week of seven days but such allowance shall not be wages.
 - (b) 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 as set out in Item 13, of Table 2 of Part B; provided that the foregoing allowance shall not be paid where camping facilities are provided.
 - (c)
 - (1) An employee who is required during the ordinary hours of work on the working day before and the working day after a weekend and who notifies the employer or the employer's representative no later than the Tuesday of each week of the employees intention to return home at the weekend and who returns home for the weekend by private transport, shall be paid an allowance a set amount in item 14, of table 2 of Part B for each such occasion.
 - (2) This subclause shall not apply to an employee:
 - (A) who is receiving payment of an allowance in lieu of board and lodging being provided by the employer;
 - (B) where a conveyance is provided by the employer to transport the employee to and from the place of work and the established centre from which the organisation is based.
 - (3) An employee shall be deemed to have returned home at the weekend only if this involves him in being absent from his accommodation for not less than half the hours between ceasing work in the one week and commencing work in the next.

- (iv) Time occupied in travelling to and from country work shall be paid for at ordinary rates in addition to wages otherwise earned; provided that no employee shall be paid more than an ordinary day's wages for any time not exceeding twenty-four hours spent in travelling.
- (v) Where employees are sent from one place to another, as prescribed by this clause, they shall be allowed an amount set out in Item 15, of Table 2 of Part B for each meal hour whilst travelling or waiting or en route and if required to spend the night at some place and all reasonable expenses. The provisions also shall apply to the return journey.
- (vi) If employees are transferred to another job at their own request they shall not be entitled to fares or any allowances under this clause.
- (vii) If an employer and employee engaged on country work agree in writing and subject to the procedure outlined in paragraph (c)(i) of Clause 12, Hours Day Workers, as provided for in the Parent award as defined, the paid rostered day off prescribed in that subclause 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.

- (viii) An employee shall be entitled to notice of termination in sufficient time to arrange suitable transport at termination, or shall be paid as if employed up to the end of the ordinary working day before transport is available.

34. CAMPING AREA

- (i) When camping areas are necessary for employees such shall be provided by the employer, free of charge, and where necessary the areas shall be enclosed with a stock-proof fence. No camps shall be erected within 32.3km of the General Post Office, Sydney, nor 16.1km of the General Post Office, Newcastle.
- (ii) The employer shall provide for such employees a camp with accommodation in single cubicles, each cubicle being of a size of not less than 14.2 cubic metres. Each cubicle shall be fitted with a bedstead and innerspring or rubber mattress. Each cubicle shall have a timber floor with floor covering provided, shall be fitted with a door and a moveable window of reasonable dimension and shall be furnished with a gauze screen. Each cubicle shall be ceiled and lined. Artificial lighting shall be provided in each cubicle; such lighting to be by electricity or L.P. Gas. If reasonably required, provision shall be made for heating of cubicles by means of electricity, L.P. Gas. If reasonably required, provision shall be made for heating of cubicles by means of electricity, L.P. Gas or Liquid Fuel supplied by the employer. Except where corridor type barracks are supplied a veranda 0.9m x 1.2m wide with a 0.9m square concrete slab shall be constructed in front of each room.
- (iii) Facilities for locking each cubicle shall be provided by the employer.
- (iv) Where the circumstances so require, the employer may, as an alternative, provide for the use of such employees caravans containing single sleeping cubicles with a floor space of not less than 4.18 square metres. Caravans shall be fitted with an Electric or Porta Gas Stove, Hot and Cold Running Water for showering and bathing facilities. Two berth caravans shall be a minimum of 4.87 metres in length. Beds shall be fitted with innerspring or rubber mattresses. Caravans shall be provided with heating as provided in subclause (ii) of this clause.
- (v) In all camps, the employer shall provide free of charge, a suitable mess room, lined, ceiled and fly proofed. It shall be fitted with suitable cooking facilities, adequate tables and seating accommodation, suitable storage for food to prevent contamination, adequate refrigeration, heating and floor space for recreation.
- (vi) Employers shall provide adequate water supply, reasonably convenient to all parts of the camp, and at meal times shall provide boiling water for employees in camp and on the job. Such water supply, shall be stored to prevent pollution in a covered receptacle with a tap attached. Such receptacle shall be inspected frequently and when necessary shall be cleaned out.

- (vii) All fuel for heating, cooking and refrigeration shall be supplied free of charge, to employees and to mess rooms in the camping area. Patrolmen shall be provided, free of charge, with fuel and water.
- (viii) The employer shall provide a lined and ceiled bathhouse fitted with showers, one to every ten employees, and washbasins, one to every five employees.
- (ix) Hot and cold running water shall be available for use in showers and hand basins at ceasing time.
- (x) In all camps the employer shall provide an adequate washhouse equipped with a copper and wash tubs to enable employees to wash their clothes. The copper shall be of the electric or gas type. The employer shall provide an adequate clothes line to enable employees to dry their clothes.
- (xi) The employer shall install fly proof sanitary conveniences, one seat to every ten employees and each seat to be partitioned off, in all camps and on the job and shall maintain these conveniences in a clean condition. Sufficient covering to ensure decency and provide shade and protection from the weather shall be provided. Sanitary conveniences shall be sewered where reasonably practicable, and situated within reasonable distance from the living quarters with adequate access thereto provided by properly lighted paths. Such sanitary accommodation shall be so situated as to preclude possibility of contamination of the water supply and/or foodstuffs of the employees. Provisions shall be made for the effluent from the galley, laundry and showers to be carried away and dispersed in such a way to avoid any risk to health. The employer also shall supply sufficient and proper material to keep the sanitary accommodation innocuous.
- (xii) The employer shall provide adequate drainage in all camps.
- (xiii) In camps exceeding thirty men a camp attendant must be employed full time and in all camps the employer shall maintain the camp in a clean and sanitary condition.
- (xiv) The employer shall make proper provision for the disposal of garbage and any night soil. The employer shall keep the camping area free from undergrowth, long grass, dangerous trees and vermin.
- (xv)
 - (a) An employee, who works as required during the ordinary hours of work on the working day before and the working day after a weekend and who notifies the employer or the employee's representative no later than the Tuesday of each week of the employee's intention to return home at the weekend and who returns home at the weekend, shall be paid an allowance as set out in item 16, of Table 1 of Part B for each occasion. The payment of this allowance shall disentitle an employee to payment of the camping prescribed in sub-clause (xix) of this clause, for the weekend in question for the day or days on which the employee is absent.
 - (b) This subclause shall not apply to an employee where a conveyance is provided by the employer to transport the employee to and from the place of work and the established centre from which the organisation is based.
 - (c) An employee shall be deemed to have returned home at the weekend only if this involves the employee in being absent from the accommodation for not less than half the hours between ceasing work in the one week and commencing work in the next.
- (xvi) Where a store is not available at the camp to supply commodities to the employees and where trades people do not call, the employer shall provide free transport up to three time per week, if necessary, to enable commodities to be obtained by the employees from the nearest town.
- (xvii) Employees shall elect a delegate who shall be responsible for the collection and distribution of orders for supplies.
- (xviii) Where an employee is required to camp either by direction of the employer or because no reasonable transport facilities are available to enable the employee to proceed to and from home each day shall be paid the camping allowance prescribed in the General Construction and Maintenance, Civil and Mechanical Engineering, &c., (State) Expense Related Allowances Award, (Matter No. IRC2337 of

1992) as varied from time to time, or by any award replacing the said award under the same conditions as prescribed in that clause of the General Construction and Maintenance, Civil and Mechanical Engineering, &c., (State) Award.

- (xix) All time occupied in travelling in excess of 20 minutes each way between the camp or place of residence at a construction site and the place of work shall be paid for at the prescribed rate. Employees shall not be required to leave camp earlier than is reasonably necessary to get them to work at starting time.

35. CARAVAN ALLOWANCE

- (i) This clause shall apply to an employee who resides in a caravan (either owned or rented) for the purpose of following the employee's employment from site to site providing that:

- (a) The employee has been directed by the employer to reside in the caravan in order to work at the employer's site; or
- (b) The employee elects to reside in the caravan because it is impracticable to travel to and from the employer's site and their original place of residence.

(NOTATION: The employee's original place of residence shall be taken to mean the residence of the employee immediately prior to becoming a caravan dweller).

The employee having established at the commencement of employment at a particular site that the employee is not a caravan dweller, will not be eligible to the benefits of this clause whilst working at that site.

- (ii) An employee referred to in subclause (i) of this clause shall be paid an allowance as set out in item 17, of Table 2 of Part B of seven days or the amount as set out in item 17, of Table 2 of Part B per day for broken parts of a week and the allowance shall take account of all expenses incurred by the employee in connection with the employee's occupation of the caravan. Such allowance shall not be wages for purposes of this award.
- (iii) The allowance payable pursuant to subclause (ii) of this clause shall be in substitution for and not additional to any payment otherwise due pursuant to Clause 8, Country Work, or Clause 9, Camping Area, of this award; provided that the employee shall not be entitled to the allowance prescribed in subclause (ii) of this clause for any working day in which the employee is absent from duty except in cases of sickness or for any reason beyond the employee's control.
- (iv) This clause will not apply to any employee whose employer is paying an allowance for the use of the caravan following custom and practice or agreement under conditions not less favourable than the provisions of this clause.
- (v) This clause shall have the effect of rescinding and replacing all previous judicial determinations as to caravan allowances.
- (vi) Notation

If an employer terminates the services of an employee with the intention of avoiding their obligations under this clause, then, notwithstanding the termination of the employee's services, that employee shall be entitled to the benefits of the clause if the employee is re-employed within a period of one month from the termination.

36. AUTOMATION AND MECHANIZATION

Where on account of the introduction or proposed introduction by an employer of mechanization or technological changes in the industry in which he is engaged, the employer terminates the employment of an employee who has been employed by him for the preceding twelve months, he shall give the employee three months' notice of the termination of his employment - provided that, if he fails to give such notice in full, (a) he shall pay the employee at the ordinary rate of pay applicable under this award for a period equal to the

difference between three months and the period of the notice given, and (b) the period of notice required by this clause to be given shall be deemed to be service with the employer for the purpose of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of those Acts; and provided further that the right of the employer summarily to dismiss an employee for malingering, inefficiency, neglect of duty or misconduct shall not be prejudiced by the fact that the employee has been given notice pursuant to this clause of the termination of his employment.

37. DISTANT PLACE ALLOWANCE

- (i) All employees, working in districts west and north of and excluding State Highway No. 17 from Tocumwal to Gilgandra, State Highway No. 11 from Gilgandra to Tamworth, Trunk Road No. 63 to Yetman and State Highway No. 16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes, shall be paid the amount as set out in Item 20 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates; all employees working in the Western Division of the State shall be paid an amount as set out in the said Item 20.
- (ii) All employees, working within the area bounded by and inclusive of the Snowy River from the New South Wales border to Dalgety thence by road directly from Dalgety to Berridale and on to the Snowy Mountains Highway at Adaminaby, thence to Blowering, thence by a line drawn from Blowering southwest to Welaregang and on to the Murray River, thence in a south-easterly direction along the New South Wales border to the point of commencement shall be paid the amount as set out in Item 21 of Table 2 or part thereof.

38. MISCELLANEOUS

- (i) Boiling Water - Employers shall provide boiling water for employees at meal times.
- (ii) Crib Facilities - Each employer shall make suitable provision to enable his employees to keep and eat their cribs free from duty unless he provides to the satisfaction of the conciliation committee that it is impracticable so to do.
- (iii) Damage to Clothing - Compensation to the extent of the damage sustained shall be made where in the course of the work clothing is damaged or destroyed by fire or molten metal or through the use of corrosive or other deleterious substances.
- (iv) Drinking Water - Employers shall provide for the use of employees a sufficient supply of wholesome cool drinking water.
- (v) Lockers, Showers, Washing and Sanitary Conveniences:
 - (a) An employer shall at some reasonably convenient place on his premises, provide a suitable locker for each employee or hanging facilities which afford reasonable protection for employees' clothes.

In any case in which compliance with the paragraph necessitates the provision of lockers or new or improved hanging facilities they shall be provided unless the employer proves to the satisfaction of the conciliation committee that he is unable by reason of shortage of material or labour or any other difficulties to provide such new or improved facilities, in which case their provision may be postponed for such period or periods as the conciliation committee determines;
 - (b) Employers shall provide proper and sufficient washing and sanitary conveniences.
- (vi) Protective Clothing -
 - (a) Employees who are required in the course of their duty to work in wet weather where no shelter is provided or in wet conditions shall be supplied with protective clothing.
 - (b) Such protective clothing shall remain the property of the employer and shall be produced by the employee for inspection by the employer when required.

- (c) Loss due to any cause arising out of the neglect or misuse by the employee shall be a charge against the wages of the employee. The employer may make a deduction at a reasonable cost from the wages of the employee, provided that no such deduction shall be made for reasonable wear and tear.
- (vii) Protective Glasses - Any crane operator who during the course of his work, passes over oxy-welding shall, on application to the employer, be supplied by the employer with suitable glasses, for the protection of the eyes, which glasses shall at all times remain the property of the employer.
- (viii) Radiators - Where necessary, each cabin, where fitted to an item of plant, unless otherwise heated, shall be provided with a radiator.
- (ix) Respirators - Respirators shall be supplied to persons engaged inside the gas or water space of any boiler, flue or economizer in cleaning or scraping work; Provided that if an employee does not wear the respirator supplied it may be recalled by the employer.
- (x) Hygiene and Safety First-aid Outfit:

Note: The Occupational Health and Safety Regulation 2000 prescribes that a first-aid kit with specified contents shall be provided and maintained by the employer on each job.

- (a) The employer shall as soon as reasonably possible supply means, free of charge, to convey to the nearest hospital or doctor at which, or by which, or by whom, the employee is to be treated any employee so seriously injured that it is not reasonably possible for such employee to travel independently of such conveyance.
- (b) At a place of work where fifty or more men are employed the employer shall provide a stretcher and where practicable include amongst his employees a qualified first-aid man.
- (c) An employee who:
 - (1) (i) is appointed by his or her employer to be responsible for carrying out first aid duties as they may arise; and
 - (ii) holds a recognised first aid qualification (as set out hereunder) from the Australian Red Cross Society, St John Ambulance Association or similar body; and
 - (iii) is required by his or her employer to hold a qualification at that level; and
 - (iv) the qualification satisfies the relevant statutory requirement pertaining to the provision of first-aid services at the particular location where the employee is engaged;
 - (v) those duties are in addition to his or her normal duties, recognising what first-aid duties encompass by definition;

shall be paid at the following additional rates to compensate that person for the additional responsibilities, skill obtained, and time spent acquiring the relevant qualifications.

- (A) an employee who holds the minimum qualification recognised under the relevant State or Territory Occupational Health and Safety legislation, the amount as set out in Item 18 of Table 2 per day.
- (B) an employee who holds a higher first-aid certificate recognised under the relevant State or Territory Occupational Health and Safety legislation, the amount as set out in Item 19 of Table 2 per day.
- (2) In payment of an allowance under this clause, a person shall be paid only for the level of qualification required by their employer to be held, and there shall be no double counting for employees who hold more than one qualification.

- (3) An employer shall be under no obligation to provide paid training leave or other payment of any kind to employees to acquire or update first-aid qualifications.

(xi) Lime Work -

- (a) Employees engaged in the loading and unloading and spreading of lime used in the stabilization of road making material shall be supplied with the undermentioned protective clothing:

1. Combination overalls (boiler suit)
2. Cloth beret
3. 36 cm P.V.C. gloves
4. P.V.C. aprons
5. Wide vision goggles
6. Respirator
7. Spats

These items of protective clothing should be kept and used only for work involving the use of lime.

- (b) In addition, the employer shall maintain at or near the work site or other place where such lime is being used, adequate facilities to enable any employee whose skin is contaminated with lime either directly or through his ordinary clothing to wash the affected area. A supply of barrier cream and hand cleanser shall be provided for the use of any employee required to handle lime.
- (c) Employees engaged in carrying out the said work shall be obliged to wear the protective clothing supplied by the employer pursuant to subclause (a) thereof.
- (d) Each employee engaged in carrying out such work shall during the time he is so engaged to paid 34 cents per hour in addition to all other rates payable under this award.

39. BEREAVEMENT LEAVE

- (i) An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death in Australia of a person prescribed in subclause (iii) of this clause. Provided that, with the consent of the employer, which consent shall not be unreasonably withheld, an employee shall, in addition to this entitlement to paid bereavement leave, be entitled to reasonable unpaid bereavement leave up to ten working days in respect of the death within Australia or overseas of a person to whom this clause applies.
- (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 of the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 20, State Personal/Carer's Leave Case - August 1996, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said clause 20. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

40. TRADE UNION TRAINING LEAVE

- (a) Subject to all qualifications in this clause, an employee appointed or elected as an accredited representative of the union (as defined) to which he/she belongs shall, upon application in writing to the employer, be granted up to 5 days leave with pay each calendar year non-cumulative to attend courses conducted or approved by the Australian Trade Union Training Authority.
- (i) Such courses shall be designed and structured with the objective of promoting good industrial relations within the building and construction industry.
- (ii) Consultation may take place between the parties and the Australian Trade Union Training Authority, where appropriate, in the furtherance of this objective.
- (b) For the purposes of this clause an "accredited representative of the union" shall mean a shop steward recognised by the employer in accordance with clause 32, Union Representatives.

- (c) The following scale shall apply:

No. of employees covered by this award	Max. No. of Employees Eligible to Attend Per Year	Max. No. of Days Permitted Per Year
Up to 15	1	5
16- 30	2	10
31- 50	3	15
51-100	4	20
101 and over	5	25

- (d) The application for leave shall be given to the employer at least 6 weeks in advance of the date of commencement of the course. The application for leave shall contain the following details.
- (i) The name of the employee seeking the leave;
- (ii) The period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
- (iii) The title, general description and structure of the course to be attended and the location of where the course is to be conducted.
- (e) The employer shall advise the union within seven clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.
- (f) The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave when an eligible employee is otherwise entitled.
- (g) An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the relevant award classification rate including supplementary payments, shift work loadings where relevant plus overaward payments where applicable.
- (h) Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with an employee's day off in the 19 month work cycle or with any concessional leave.
- (i) An employee on request by their employer shall provide proof of their attendance at any course within 7 days. If an employee fails to provide such proof, the employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the employees.

- (j) Where an employee is sick during a period when leave pursuant to this clause has been granted proof of attendance at the course is not required for that period and the employee shall receive payment, if entitled under the provisions of Clause 14 of this award.
- (k) Leave of absence granted pursuant to this clause shall count as service for all purposes of this award.
- (l) This clause shall not apply to government authorities in New South Wales bound by this award.
- (m) Any dispute as to any aspect of the operation of this clause shall be resolved in accordance with the dispute settlement procedure of this award.

41. EXEMPTIONS

This award shall not apply to the following employers:

Murray Publishers Pty Ltd
Kosciusko Thredbo Pty Ltd
Mt Blue Cow Ski Bowl Pty Ltd
Guthega Development Pty Ltd
Mt Selwyn Snowfield Pty Ltd
Charlotte's Pass Village Pty Ltd

who are covered by the Ski Industry (State) Award.

42. LEAVE RESERVED

Leave is reserved to the parties to apply as they may be advised in respect of Country Work, Camping Area, Casual Labour, Caravan Allowance and Operator in Charge of Plant Allowance.

43. SETTLEMENT OF DISPUTES

Subject to the provisions of the *Industrial Relations Act* 1996 any dispute shall be dealt with in the following manner:

- (i) Where a dispute arises at a particular job location which cannot be resolved between the workman or his representatives and the supervising staff, it shall be referred to the Industrial Officer or other officer nominated by the employer who will then arrange for the matter to be discussed with the Union or Unions concerned.
- (ii) Failing settlement of the issue at this level the matter should be referred to senior management and if appropriate the assistance of an officer of the relevant employer organisation requested.
- (iii) If it is unable to be resolved at establishment level, the matter shall be referred to the State Secretary of the association concerned or his deputy, at which level a conference of the parties shall be convened without delay.
- (iv) If the matter remains unresolved it should be referred to the Industrial Relations Commission of New South Wales.
- (v) The right is reserved to the parties to vary this procedure where a safety factor is involved.

44. PROHIBITION OF BANS, LIMITATIONS AND RESTRICTIONS

- (i) An employee shall perform such work as may be lawfully required by the employer provided that such work is consistent with:

- (a) The classification in which the employee is usually employed; and
 - (b) The relevant State laws relating to occupational health and safety.
- (ii) An employee who refuses or fails to perform such work shall not be entitled to payment of any wages or allowances for the period of non-performance of such work.
 - (iii) Where an employee acts in accordance with any bans, limitations or restrictions on the performance of normal work or engages in strike action for all or any part of a day such employee shall be suspended and work shall be deemed to be non-performance.

45. AREA, INCIDENCE AND DURATION

- (i) This award rescinds and replaces the Plant, &c., Operators on Construction (State) Award published 18 December 1974 and reprinted 22 October 1984, further reprinted 4 May 1990 and further reprinted 10 December 1993 (277 I.G. 607) and the Plant Operators on Construction 1996 Wages Adjustment (State) Award published 7 February 1997 (296 I.G. 281), and all variations thereof.
- (ii) It shall apply to persons operating, attending, fuelling, greasing, cleaning and maintaining (excepting work usually performed by skilled tradesmen) mobile and stationary machines, cranes, winches, and other motors and mechanical equipment and appliances used in construction work on the surface or underground and in excavation work within the jurisdiction of the Labourers, Railway and Road Construction, &c. (State) Industrial Committee.
- (iii) It shall not apply to:
 - (a) The driving of any internal combustion engine of 30 or less bhp or any engine or electric motor or any pump or air compressor on which no driver or fireman or grease is employed as such but the starting and stopping of and attention to which is done by an employee the greater part of whose time is taken up with work other than work of a plant operator and/or greaser; or
 - (b) the operation of pneumatic and small hoists and two-motion electric manpower cranes; or
 - (c) the driving of footpath rollers of 30 cwt and under.
- (iv) The changes made to this 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) take effect on and from 25 June 2001.
- (v) 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 - Rate of Pay

Item	Clause	Brief Description	Base Rate Per Week	Safety Net Adjust. Per Week	Total Amount Per Week
Building and Construction Worker (Operators)					
1	5(i)(c)	Group A, base weekly rate	392.80	75.00	467.80
2	5(i)(c)	Group B, base weekly rate	410.60	75.00	485.60
3	5(i)(c)	Group C, base weekly rate	426.50	75.00	501.50
4	5(i)(c)	Group D, base weekly rate	433.90	75.00	508.90
5	5(i)(c)	Group E, base weekly rate	442.60	75.00	517.60

6	5(i)(c)	Group F, base weekly rate	448.00	75.00	523.00
7	5(i)(c)	Group G, base weekly rate	457.20	75.00	532.20
8	5(i)(c)	Group H, base weekly rate	469.60	73.00	542.60
9	5(i)(b)	Floating/Mobile/other cranes for every 5 tonnes in excess of 20 tonnes			\$1.73

Table 2 - Other Rates and Allowances

Item	Clause	Brief Description	Amount
1	5(iii)	Operator in charge of plant	\$ 11.60 per week
2	5(iv)(a)	Industry allowance	\$ 18.50 per week
3	5(iv)(b)	Employees working on civil and/or mechanical engineering projects	\$ 18.00 per week
4	5(iv)(c)	Employees engaged in waste disposal depots	\$ 0.86 per hour
5	5(viii)	Leading hands- In charge of more than 2 and up to 5 employees In charge of more than 5 and up to 10 employees In charge of more than 10 employees	\$ 16.30 per week \$ 23.10 per week \$ 29.40 per week
6	5(ix)	Special Allowance - Employees within A.I. & S, Port Kembla	\$ 0.66 per hour
7	5(x)	Employees involved in road construction work in the Illawarra region near coal wash	\$ 0.42 per hour
8		Meal Allowance each subsequent meal	\$ 8.30 \$ 6.75
10	31(i)(a)	Excess Fares Per Day Small Fares Per Day	\$ 12.60 \$ 4.80
		Travel Pattern Loading Per Week	\$ 7.25
11	31(iv)(a)	Travel in excess of 40 kilometres from the depot -	
		payment per kilometre	\$ 0.69
		Minimum Payment	\$ 12.60
	31(iv)(b)	Use of Own Vehicle	\$ 0.69
	31(iv)(c)	Road Escort - Own Vehicle	\$ 0.69
	31(iv)(d)	Transfer - One job to another Own Vehicle	\$ 0.69
12	31(v)	Carrying of Fuels of Oils and/or grease	\$ 7.00
13	33(iii)(a)	Country Work Allowance - Unbroken Week	\$303.00
	33(iii)(b)	-Broken Week	\$ 43.30
14	33(iii)(c)(i)	Travel Allowance - Weekend Return	\$ 25.70 per occasion
15	33(v)	Meal Allowance whilst travelling	\$ 8.30
16	34(v)(a)	Camping Area - Weekend return	\$ 25.70
17	35(ii)	Caravan Allowance - Unbroken Week Broken Week	\$141.50 \$ 20.20
18	38(x)(c)(1)(v) (A)	First Aid Allowance	\$ 1.79
19	38(x)(c)(1)(v) (B)	First Aid Allowance	\$ 2.79

Labourers, Railway and Road Construction, &c. (State) Industrial Committee**Industries and Callings**

Labourers engaged in the construction and/or maintenance of railways, tramways, roads, bridges, water conservation and irrigation works, and harbour and reclamation works; construction work on civil and/or mechanical engineering projects; the operation of concrete batching plants; cement mixers, concrete workers, platelayers, hammer and drill men, timberers, pipe layers, manhole builders, tool sharpeners, navvies with or without horses and drays, rock choppers, sewer miners, and all labourers and assistants, employed in

connection with any such callings; persons operating, attending, fuelling, greasing, cleaning and maintaining (excepting work usually performed by skilled tradesmen) mobile and stationary machines, cranes, winches and other motors, and mechanical equipment and appliances used in construction work on the surface or underground and in excavation work; and also all jumper men, pick, shovel, axe, and moyle men, scabblers, sprawlers, knappers, fencers, grubbers, and clearers, excepting persons of the foregoing occupations who are engaged as general farm or station hands or in and about gravel and sand pits; cleaners and sweepers, employed by The Maritime Services Board of New South Wales on roads and wharves, and maintenance men on racecourses; and excepting also all herdsmen and rangers and fence repairers who are employees of shire and municipal councils which are trustees of commons, and all employees of sanitary and garbage contractors with such councils in the State, excluding the Municipality of Broken Hill;

Excepting employees of -

State Rail Authority of New South Wales;
 The Commissioner for Motor Transport;
 The Metropolitan Water, Sewerage and Drainage Board;
 The Hunter District Water Board;
 South Maitland Railways Pty Limited;
 The Council of the City of Sydney;
 The Sydney County Council;
 Shire and Municipal Councils;
 Electricity Commission of New South Wales;
 The Electrolytic Refining and Smelting company of Australia Proprietary Limited, the Metal Manufactures Limited, the Australian Fertilizers Limited, and the Austral Standard Cables Proprietary Limited, at Port Kembla; including employees employed by Australian Fertilizers Limited on the bone-crushing and fertilizer-mixing and bagging plant at Granville; and in connection with the manufacture of acids, chemicals and fertilizers at Villawood;
 Blue Circle Southern Cement Limited;
 The Kandos Cement Company Limited;
 Australian Iron & Steel Proprietary Limited, within the jurisdiction of the Iron and Steel Works Employees (Australian Iron & Steel Proprietary Limited) Industrial Committee and the Quarries (Australian Iron & Steel Pty Limited) Industrial Committee;
 The Australian Gas Light Company;
 The North Shore Gas Company Limited;
 The Broken Hill Proprietary Company Limited at Newcastle;
 Australian Wire Industries Pty Ltd at its Newcastle Wiremill;
 Commissioner for Main Roads engaged in the maintenance of the Sydney Harbour Bridge, other than employees engaged in the maintenance of the pavement of the roadway and footpaths of the Bridge;
 Electric Light and Power Supply Corporation Limited;
 Parramatta-Granville Electric Supply Company Limited;
 The Council of the City of Newcastle;

And excepting employees -

In or about coal mines north of Sydney, in or about coal mines in the South Coast District, in or about coal and shale mines west of Sydney.

And excepting also -

Surveyors Labourers;
 Labourers employed in or in connection with the manufacture of cement, monier, and/or concrete pipes by hand or machines in factories;
 Carters, grooms, stablemen, yardmen, and drivers of motor and other power-propelled vehicles;
 Labourers employed in the maintenance of privately-owned railways;
 Employees within the jurisdiction of the following Industrial Committees:

Race Clubs, &c., Employees (Cumberland and Newcastle);
 Race Clubs, &c., Employees (Country);
 Special Steels and Steel Products Manufacture (Commonwealth Steel Company Limited);

Labourers, Pastures Protection Boards and Dingo Destruction Boards (State);
 Tubemakers of Australia Limited, Newcastle;
 Showgrounds, &c., Employees (State);
 Shortland County Council;
 Smelting and Fertilizer Manufacturing (Sulphide Corporation Pty Limited and Greenleaf Fertilizers Limited);
 John Lysaght (Australia) Pty Ltd Newcastle;
 John Lysaght (Australia) Pty Ltd Port Kembla;
 Australian Wire Industries Pty Ltd - Newcastle Ropery;
 Commonwealth Steel Company Limited, Unanderra;
 Builders' Labourers (State)
 Painters, &c., (State);
 Tubemakers of Australia Limited, Yennora;
 Sugar Manufacturers (State);
 Cement Workers, &c., (State);
 Shoalhaven Scheme;
 Googong Dam Project;

And excepting also -

Persons within the jurisdiction of the Engine Drivers, &c., Coal Mining (State) and Engine Drivers, &c.,
 Metalliferous Mining (State) Industrial Committees.

B. W. O'NEILL, Commissioner

Printed by the authority of the Industrial Registrar.
 (674)

SERIAL C0638

MOTOR BUS DRIVERS AND CONDUCTORS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Bus and Coach Industrial Association of New South Wales, industrial organisation of employers.

(Nos. IRC 3167 and 4962 of 2001)

Before the Honourable Justice Marks

25 July 2001

AWARD

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PART B

MONETARY RATES

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SECTION I - WAGES AND HOURS OF EMPLOYMENT

2. SHORT TITLE

The short title of this award shall be the Bus Award.

3. NO EXTRA CLAIMS

The union undertakes not to pursue any extra claims, award or overaward, for the duration of the award's nominal term.

4. WAGES

- i) Full Time Employees - The wages of full time employees are set out in Table 1 - Wage Rates, of Part B, Monetary Rates.
- ii) Dual Capacity Allowance
 - a) An employee called upon to issue tickets or collect fares shall be paid an additional amount per day, as set out in Item 1 of Table 2, for each day or part thereof on which he/she so acts.
 - b) The driver of an articulated bus shall be paid an additional amount per shift or part thereof as set out in Item 2 of Table 2 while so engaged.
- iii) Notwithstanding any other provision of this award, trainee employees whilst under the control of a driver instructor shall be paid at ordinary-time rates of pay, without any allowances or penalties to apply.

5. PAYMENT OF WAGES

- i)
 - a) Wages shall be paid weekly by cash, cheque or electronic funds transfer. Provided that, where there is agreement between an employer and a majority of their employees at a yard, its employees at that yard, may be paid fortnightly.
 - b) A payday shall be fixed at each place of employment, which, once established, shall not be changed except by agreement or with seven days notice.
 - c) Employers will provide a choice of electronic funds transfer facilities where this is the chosen method of payment.
- ii)
 - a) No employer shall hold more than two days pay in hand.
 - b) Cash wages shall be paid without delay prior to the employee ceasing work on the day set apart as pay day. In the event of the payment of cash wages being delayed more than 15 minutes beyond the employees finishing time, all such waiting time shall be paid for at overtime rates.
 - c) Where wages are paid direct into an employees bank account, the wages shall be available on the day set apart as pay day. If the wages are not available to the employee on the designated day the employee shall contact the employer, who shall arrange with the bank for the wages to be made available. If, by the day following payday, the wages are still not available, the employer shall make available to the employee the equivalent amount in cash. If the bank then deposits the money in the employees bank account, it shall be repaid to the employer prior to the next pay day.
- iii) Where an employer has more than one depot, garage or picking-up place, arrangements as to the place of payment of wages shall be mutually agreed upon between the employer and the union. Failing agreement, the matter shall be referred to the Conciliation Committee.
- iv) Nothing in this clause shall preclude an employer from making other arrangements as to pay day or period, as may be found convenient, but only with the consent of the union.
- v) Unless the employer is exempted under the provisions of section 123 of the *Industrial Relations Act* 1996, each employee shall be supplied with a pay envelope or statement in writing on which there shall

be endorsed those things required by section 123 of the *Industrial Relations Act* 1996 and clause 6 of the Industrial Relations (General) Regulation 1996 including:

- a) the name of the employee;
- b) the classification of the employee;
- c) the date on which the payment was made;
- d) the period of employment to which the payment relates;
- e) the gross amount of remuneration;
- f) the amount paid as overtime or such information as will enable the employee to calculate the amount paid as overtime;
- g) the amount deducted for taxation purposes;
- h) the amount deducted as employee contributions for superannuation purposes;
- i) the particulars of all other deductions; and
- j) the net amount paid.

6. CASUAL EMPLOYEES

- i) a) Casual employees shall be paid at the rate prescribed in this award for full time employees, calculated on an hourly basis, plus 15 per cent for the time worked.
- ii) Subject to clause 15, Special Hirings, casual employees shall be paid in the following manner:
 - a) Monday to Friday - Casual employees shall be engaged by the hour and paid for all time worked to the nearest minute, with a minimum engagement of one hour; provided that, for all time worked in excess of 38 hours per week or ten hours on any day, the rate of pay shall be time and one-half.
 - b) Saturdays - Casual employees shall be engaged for a minimum of four hours and shall be paid for all time worked at time and one-half.
 - c) Sunday - Casual employees shall be engaged for a minimum of five hours and shall be paid for all time worked at double time.
 - d) Public Holidays - Casual employees shall be engaged for a minimum of five hours and shall be paid for all time worked at double time and one-half.
- iii) Clause 11, Overtime and Other Penalty Payments, shall not apply to casual employees.

7. PART-TIME EMPLOYEES

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

- i) The set weekly hours for such an employee shall be determined upon engagement and committed to writing; provided that, by mutual agreement, they may be varied to enable the employee to accept any extra duties that may be offered from time to time.
- ii) Notwithstanding subclause (i) of this clause, a minimum of three hours per day shall be worked by such an employee.

- iii) The spread of ordinary hours allowable for such employees shall be as set out in paragraph (a) of subclause (ii) of clause 11, Overtime and Other Penalty Payments.
- iv) The rate of pay of such employees shall be calculated on the basis of an hourly rate equal to the appropriate rate as set out in clause 4, Wages, and divided by 38.
- v) Part-time employees shall attract pro rata entitlement to:
 - 1) annual leave;
 - 2) annual leave loading;
 - 3) sick leave;
 - 4) bereavement leave;
 - 5) long service leave;
 - 6) public holidays that fall within the four school terms
 - 7) union picnic day; and
 - 8) carers leave.

8. HOURS OF EMPLOYMENT

- i)
 - a) The ordinary hours of work, exclusive of meal times, shall not exceed 38 per week, excluding meal breaks.
 - b) Ordinary hours shall be worked on one of the following bases:
 - 1) 38 hours to be worked within a working week not exceeding seven consecutive days, allowing working hours to be reduced by minutes per day or hours per week; or
 - 2) two weeks worth of worth of working hours (ie. 76 hours) to be worked within a working fortnight over 14 consecutive days; or
 - 3) three weeks worth of working hours (ie. 114 hours) to be worked within a work cycle not exceeding 21 consecutive days; or
 - 4) four weeks worth of working hours (ie. 152 hours) to be worked within a work cycle not exceeding 28 days; or
 - 5) any other arrangement where a weekly average of 38 hours is worked.
 - c) Employers and employees may, by agreement, defer "time off" for up to a maximum of five days with such deferred time off to be taken within a period of six months from the date on which agreement to defer was reached.
 - d) Employers shall determine the method of implementation of reduced working hours. Different methods of implementation may occur and may even differ from employee to employee.
- ii) The ordinary weekly hours shall be worked in four or five days, provided that in the case of an employer employing less than nine employees, it shall be optional for such employer to work his/her employees up to six days per week; the option once exercised shall be altered only by notice posted for seven days in a prominent position in the depot, garage or picking-up place.
- iii)
 - a) Where a four or five-day week is worked, the ordinary hours of rostered shifts shall be limited to ten hours of any shift of such week.
 - b) Where a six-day week is worked, the ordinary hours of rostered shifts shall be limited to nine hours of any shift of such week.
 - c) An employee called on to work any portion of an additional shift shall be paid not less than the period of such shift or the additional hours as overtime.

- d) An employee, other than a casual employee, called upon to work a broken shift on Monday to Friday, inclusive, shall be paid for not less than seven hours for such shift.
- iv)
 - a) No broken shift shall be rostered to exceed a spread of 12 hours inclusive of meal breaks, provided that, where the roster requires, a broken shift may be rostered to a spread of 13 hours. Broken shifts in excess of 13 hours spread may be implemented only by agreement with the union.
 - b) No straight shift shall be rostered to exceed a spread of 11 and a half hours, inclusive of meal breaks.
 - c) No employee shall be required to work a broken shift on a Saturday, Sunday or a public holiday except where, on regular timetabled services, such broken shifts cannot reasonably be avoided.
 - d) In particular circumstances, it shall be optional for the union and the employer to make an agreement as to broken shifts.
 - e) The break between the two sections of a broken shift which exceeds a spread of ten hours shall be at least one and a half hours, and only one such break shall be permitted on any such shift. Any other periods off duty during a broken shift, except for a maximum of one meal break given and taken in accordance with clause 9, Meal and Crib Times, shall be counted and paid for as time worked.
 - f) Employees may be permitted to interchange work to meet their personal convenience, provided that such change is with the consent of the employer.
- v) An employee shall have a continuous break between the completion of a shift and the commencement of the next regular starting time of no less duration than that required by the National Driving Hours Legislation.
- vi) Fixing Times
 - a) The employer shall fix the starting and finishing time of each employee for each shift and also shall show all work to be performed during the shift and shall post rosters showing such times in a prominent place in the depot, but when once fixed, the start and finish time shall not be altered unless at least three days notice (in the case of basic route rosters) or one days notice (in all other cases) has been posted in a prominent place in the depot for the employees to see.
 - b) All starting and finishing times shall commence from and shall cease at the recognised home depot or picking-up place of the employee. This provision shall apply in this form only in the Sydney, Newcastle and Port Kembla-Wollongong areas as defined in clause 41, Definitions, and also in the area within eight kilometres of the principal post office, Cessnock.
 - c) Elsewhere there shall be a picking-up place which, when once fixed and decided upon by the employer, shall not be altered by the employer without the consent of the union or, in the event of disagreement, without the approval of the Conciliation Committee.
 - d) Employees shall be allowed reasonable time to perform such duties as are required by the employer before taking a bus from the recognised home depot, garage or picking-up place and after returning a bus to the finishing place. The employer shall post notices stating what duties are required.
- vii) Payments shall be made for each shift at the rate applicable to the day on which the major portion of the work is performed.

9. MEAL AND CRIB TIMES

- i)
 - a) No employee shall be required to work or be on duty continuously for more than five hours without a meal or crib break.

- b) There shall be such flexibility in meal and crib breaks in regard to special hirings, charters, relief duties, straight shifts and/or broken shifts as is reasonably necessary to assist rostering.
- c) The times for taking meal and crib breaks shall be consistent with National Driving Hours Legislation.
- ii) A meal break shall be not less than 30 minutes and shall not exceed one hour. A crib break shall be not less than 15 minutes and not more than 30 minutes and shall be counted as time worked.
- iii) No duties shall be performed by an employee during his/her meal or crib break.
- iv) Where an employee is required to take a meal or crib break away from his/her depot, it shall be the responsibility of the employer to arrange for suitable toilet facilities. Where these facilities are not arranged by the employer on a meal break only, an allowance as set out in Item 3 of Table 2 - Other Rates and Allowances, of part B, Monetary Rates, shall be paid.
- v) No employee shall take a meal break unless he/she previously worked for at least two hours, unless otherwise agreed between the union and the employer.
- vi) Where an employee is required to work for two hours or more after the usual finishing time, he/she shall be paid a meal allowance as set out in Item 4 of the said Table 2.

10. MIXED FUNCTIONS

- i) An employee required by his/her 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 he/she shall be paid as for a whole days work.
- ii) this clause shall not apply to actual periods of one hour or less or to interchange of work arranged between employees to meet their personal convenience.

11. OVERTIME AND OTHER PENALTY PAYMENTS

- i) Maximum Penalty Payment - Subject to clause 6, Casual Employees, and clause 18, Public Holidays, when time worked is subject to more than one extra rate of payment, the employer shall not be required to pay more than the rate of double time.
- ii) Overtime
 - a) Rostered overtime shall be paid for at the rate of time and one-half for the first two hours and double time thereafter, for all rostered time worked in excess of 38 hours.
 - b) Non-rostered overtime shall be paid for at the rate of time one-half for the first two hours and double time thereafter, and shall stand alone on a daily basis.
 - c) Overtime rates shall be paid for all time worked between the hours of midnight and 5.00a.m. subject to subclause (i) of clause 13, Nightride Shifts.
 - d) Overtime rates shall be paid for all time worked in excess of nine hours where a six-day week is worked, or in excess of ten hours where a four or five-day week is worked.
 - e) An employee who is rostered to work a straight shift of a spread of 11 and one-half hours, inclusive of meal breaks, shall be paid at double time for all time worked in excess of the rostered shift.

- f) Employees requested to do non-rostered overtime, prior to the start of their normal shift, shall be paid at overtime rates up to the normal shift starting time; provided that, when such overtime does not extend up to the employees normal starting time, a minimum of two hours pay at overtime rates shall be paid whether worked or not.
 - g) For all time worked on Saturdays and Sundays, clause 12, Saturday and Sunday Work, shall apply.
 - h) The employer may require employees to work reasonable overtime at the rate prescribed and such overtime shall be allocated as equally as possible, bearing in mind the nature of the job and the suitability of the driver.
 - i) Where different overtime rates are applicable to the same hours of work, the rate most favourable to the employee shall be paid.
 - j) By agreement with the employee, non-rostered overtime may be taken as time off in lieu. Such time shall accrue at overtime rates and be taken within six months.
- iii) Broken Shifts Penalty Payments
- a) All time worked on a broken shift after ten hours from the time first signed on shall be paid for at the rate of time and one-half.
 - b) An employee who works a broken shift which finishes later than 10.00p.m. shall be paid, in addition to his/her earnings for that shift, the sum as set out in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
 - c) Subject to subclause (i) of this clause, all broken shift penalties under this clause shall stand alone for the purpose of calculation of wages.
- iv) Recall - An employee who has left the premises and who is requested to return to work to perform extra duties shall be paid at overtime rates, with a minimum paid period of four hours.
- v) Night Work - An employee rostered to work ordinary hours of duty commencing prior to 6.00a.m. and/or finishing after 6.00p.m. shall be paid an additional penalty as set out in Item 6 of the said Table 2.

12. SATURDAY AND SUNDAY WORK

- i) All ordinary time worked on Saturday shall be paid for at the rate of time and one-half, and all time on Sunday shall be paid for at the rate of double time.
- ii) An employee called upon to work on a Saturday shall be guaranteed and/or paid for not less than four hours work at the appropriate rate.
- iii) An employee called upon to work on a Sunday shall be guaranteed and/or paid for not less than five hours work at the appropriate rate.

13. NIGHTRIDE SHIFTS

A nightride shift is a shift the majority of the ordinary hours of which is taken up by work pursuant to a contract entered into by the employer to provide timetable services for the replacement of train services between 12.00 midnight and 5.00a.m.

The wage rate applicable to such shifts:

- i) worked on Monday to Saturday (inclusive) shall be time and a half;
- ii) worked on Sunday shall be double time;

- iii) worked on a public holiday shall be double time and a half.

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.

14. RAILWAY WORK

An employee required to drive a bus in substitution for a railway timetable service during scheduled railway maintenance work shall be paid at the rate applicable to the day, under this award, whilst performing such work.

15. SPECIAL HIRINGS

- i) Special Hiring's Not Exceeding Two Days - The following provisions shall apply to special hiring's not exceeding two days duration which do not form part of the ordinary rostered work of employees. Not exceeding two days shall be deemed to mean not exceeding two calendar days, falling between midnight and midnight.
 - a) An employee offered the job of a special hiring may, at his/her option, accept or reject such offer, but if he/she accepts then he/she shall work the job and, where practicable, seven days notice shall be given of such hiring.
 - b) The provisions of this award, other than clause 17, Travelling Time, shall not apply to special hiring's.
 - c) The employee shall be paid a meal allowance as set out in Item 7 of Table 2 - Other Rates and Allowances, of part B, Monetary Rates, except where a suitable meal is provided.
 - d) The duration of the job shall be from the time of signing on to the time of signing off but shall not exceed 13 hours; provided that, in cases where an employee is unable to complete a special hiring in 13 hours, all time in excess shall be paid for at the rate of double time.
 - e) The employee shall be paid for the duration of the job at the ordinary hourly rate fixed under clause 4, Wages, for the first eight hours and at the rate of time and a half thereafter, but shall not be paid less than eight hours pay.
 - f) For special hiring's of less than four hours, the following provisions shall apply:
 - 1) Paragraphs (c), (e) and (i) of this subclause shall not apply to such special hiring's.
 - 2) Time worked on such special hiring's shall be paid at:
 - a) time and a half for Monday to Friday inclusive;
 - b) double time for Saturday and Sunday;
 - c) double time and a half for public holidays.
 - 3) On days when the special hiring is the only duty, the employee shall be paid for a minimum engagement of two hours.
 - 4) If such special hiring is an extension of rostered duty, it shall be treated as overtime. All such time shall stand alone.
 - g) Employees shall be supplied with a time sheet for all special hiring's for the purpose of recording the starting and finishing times of such hiring's, plus any other information required by the employer.

- h) Where a special hiring exceeds one day but does not exceed two days, the following provisions shall apply:
 - 1) The employee shall have a rest period of at least eight hours after the completion of each daily shift.
 - 2) The employee shall be reimbursed by his/her employer for expenses reasonable incurred in obtaining satisfactory meals and hotel or other suitable accommodation.
- ii) Where a special hiring is cancelled and the employee engaged for the job is not given at least eight hours notice of the cancellation, he/she shall be paid two hours pay at the ordinary rate.
- iii) Special Hiring's Exceeding Two Days - In the case of special hiring's exceeding two days duration, the wages paid shall be assessed in accordance with the other clauses of this award, including clauses 4, Wages; 11, Overtime and Other penalty payments; 12, Saturday and Sunday Work, and 18, Public Holidays.

16. DAYS OFF

- i) All full time employees shall be allowed at least one day off in each week and shall not be worked on such day off, except in the case of an emergency.
- ii) Where an employee is required to work on any day rostered off, time worked thereon shall stand alone and shall be paid for at the rate of double time if a Sunday, or at the rate of time and three-quarters if a Saturday, or at the rate of time and one-half if any other day.
- iii) An employee required to work on any day rostered off shall be guaranteed and/or paid for not less than four hours work at the appropriate rate Monday to Saturday, and for not less than five hours work at the appropriate rate on a Sunday.

17. TRAVELLING TIME

- i) Wherever the employee commences or finishes duty other than at his/her home depot, he/she shall be entitled to payment at ordinary rates for the additional time, if any, reasonably occupied in journeying to and from his/her home as compared with the time ordinarily occupied by him/her in journeying from his/her depot to his/her home and also shall be reimbursed for reasonable fares incurred.
- ii)
 - a) Subject to agreement between the union and the Association in areas outside Sydney, Newcastle and Port Kembla-Wollongong, as defined in clause 41, Definitions, and outside the area within eight kilometres of the principal post office, Cessnock, subclause (i) of this clause shall not apply in respect of regular timetabled services and employees working on such services may be signed on and off places other than their home depots, subject to a meal allowance per meal as set out in Item 8 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, being paid; provided, however, that this exception shall not apply to special hiring's or any work outside of regular timetabled services; provided also that an employee ceasing duty at a place other than at his/her home depot who is required to remain overnight shall be reimbursed by the employer for expenses reasonably incurred in providing himself/herself with meals and hotel or other suitable accommodation.
 - b) In the event of their failing to agree, either the union or the Association may refer any matter arising under this subclause to the Conciliation Committee for decision.

SECTION II - Public Holidays and Paid Leave

18. Public Holidays

- i)
 - a) The days on which New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day and Boxing Day are observed, together with special days appointed by proclamation as public holidays throughout the

State, shall be recognised as holidays. When taking any of the said holidays, an employee shall receive payment for the ordinary hours of their rostered shift and any rostered overtime they would have earned had they not taken a holiday, but shall not receive any daily allowances, loadings, penalties or premiums they would otherwise have earned.

- b) Where any of the said public holidays are observed (Monday to Friday inclusive) during an employees period of annual leave, then additional paid day shall be added to the annual leave period for each such holiday so occurring.
- c) Where any of the said public holidays fall (Monday to Friday inclusive) on an employees rostered day off, then the employee shall be entitled to an additional paid day added to his/her annual leave period or shall be paid, in addition to his/her wages for that week, seven hours 36 minutes pay for such public holiday.
- ii) Where an employee is required to work any such holiday and he/she fails to work as required, no payment shall be made to the employee for the holiday; provided that this subclause shall not preclude payment of sick leave entitlement in respect of any employee who is unable to work on a public holiday because of illness. Such employee shall be entitled to payment in accordance with clause 20, Sick Leave.
- iii) All time worked by employees on a public holiday shall be paid for at the rate of double time and a half, with a guarantee of five hours work for each employee.
- iv) Where, in a week in which a public holiday falls, an employees ordinary rostered day off is altered so as to coincide with the public holiday, he/she shall be paid, in addition, at the ordinary rate for the number of hours he/she would have worked according to his/her normal roster had the day not been a holiday or, as alternatives, equivalent time off shall be allowed within one month or added to the employees annual leave.
- v) In a week in which a public holiday falls, the employer shall not be allowed to make up an employees ordinary week with an overtime shift which, under the normal weekly roster, the employee would have worked had it not been a public holiday.
- vi) In any week in which a public holiday occurs, the time for which the employee would normally be rostered to work but for the public holiday shall be deemed to be time worked for the purpose of determining whether rostered overtime is payable pursuant to paragraph (a) of subclause (ii) of clause 11, Overtime and Other Penalty payments.
- vii) When an employee is absent from employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday, unless the employee has worked on such holiday.

19. UNIONS PICNIC DAY

- i) Easter Saturday shall be recognised as the unions picnic day.
- ii) In addition to all other payments due to him/her, a financial member of the Union, other than a casual employee, shall, upon proof thereof, be paid an additional days pay in the pay period in which Easter Saturday falls.
- iii) For the purpose of this clause a 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 the 31 December of the preceding year.

20. SICK LEAVE

- i) An employee, other than a casual employee, with not less than three months continuous service with the employer who is unable to attend for duty during ordinary working hours by reason of personal illness or incapacity (excluding illness or incapacity resulting from injury under the Workers Compensation

Act 2000) and not due to misconduct, shall be paid for such sick leave for the ordinary hours of their rostered shift and any rostered overtime they would have earned had they not taken sick leave, but shall not receive any daily allowances, loadings, penalties or premiums they would otherwise have earned, 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), make every effort to notify the employer of his/her absence two hours before his/her normal starting time on the first day of his/her absence, but in any circumstances within 24 hours of his/her normal starting time.
- b) The employee shall notify the employer by 4.00p.m. on the day prior to his/her return to duty of his/her availability to return to normal duties.
- c) He/she shall furnish to the employer such evidence as the employer may reasonably desire that he/she was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- d)
 - 1) An employee in the first year of his/her employment shall be entitled to paid sick leave up to a maximum of 38 hours or ordinary time.
 - 2) An employee after the first year of his/her employment shall be entitled to paid sick leave up to a maximum of 60 hours and 48 minutes of ordinary time.
- ii) The rights under this clause shall accumulate from year to year so long as the employment continues with the 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 the employer, subject to the conditions prescribed by this clause, in a subsequent year of continued employment.
- iii) If an award holiday occurs on a Monday to Friday, inclusive, during the employees absence on sick leave, then such award holiday shall not be counted as sick leave.
- iv) 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 pursuant to subclause (i) of this clause but shall be taken into consideration in arriving at the period of accumulated leave; provided that the increase in sick leave allowance after the first year of service pursuant to subclause (i) of this clause, shall only commence from the date of operation of this clause.
- v) Accumulated sick leave at the credit of an employee at the date of coming into force of this clause shall not be affected nor reduced by the operation of this clause.
- vi) Claims for paid sick leave for single-day absences where sick leave has already been paid for two or more single-day absences in the same year must be substantiated with a medical practitioners certificate.
- vii) In any week in which an employee takes sick leave, the time for which the employee would normally be rostered to work but for the absence on sick leave shall be deemed to be time worked for the purpose of determining whether rostered overtime is payable pursuant to paragraph (a) of subclause (ii), of clause 11, Overtime and Other Penalty payments.

21. STATE PERSONAL/CARERS LEAVE CASE - AUGUST 1996

- 1) Use of Sick Leave
 - a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employees care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 20, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
 - b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require

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

- c) The entitlement to use sick leave in accordance with this subclause is subject to:
- i) the employee being responsible for the care of the person concerned; and
 - ii) the person concerned being:
 - a) a spouse of the employee; or
 - b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - 1. relative means a person related by blood, marriage or affinity;
 - 2. affinity means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. household means a family group living in the same domestic dwelling.
- d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that persons relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

2) Unpaid Leave for Family Purpose

- a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

3) Annual Leave

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

4) Time Off in Lieu of Payment for Overtime

- a) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, and despite the provisions of paragraph (j) of subclause (ii), Overtime, of clause 11, Overtime and Other Penalty Payments, the following provisions shall apply.
 - b) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- 5) Make-up Time
- a) An employee may elect, with the consent of the employer, to work "make-up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - b) An employee on shift work may elect, with the consent of the employer, to work make-up time (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.
- 6) Rostered Days Off
- a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

22. BEREAVEMENT LEAVE

- i) An employee shall, on the death within Australia of the wife, husband, father, mother, father-in-law, mother-in-law, brother, sister, child or stepchild of the employee, be entitled to leave up to and including the day of the funeral of such relation. Such leave shall for a period not exceeding two days without loss of any ordinary pay which the employee would have earned if he/she had not been on such leave.
- ii) The right to such leave shall be dependent on compliance with the following conditions:
 - a) The employee shall give the employer notice of his/her intention to take such leave as soon as reasonably practicable after the death of such relation.
 - b) The employee shall furnish proof of such death to the satisfaction of the employer.
 - c) The employee shall not be entitled to leave under this clause during any period in respect of which he/she has been granted any other leave.

- iii) For the purpose of this clause, the words wife and husband shall not include a wife or husband from whom the employee is separated but shall include a person who lives with the employee as a de facto wife or husband.

23. ANNUAL LEAVE

- i) See *Annual Holiday Act 1944*.
- ii) An employee, at the time of his/her entering upon a period of annual leave, in accordance with the said Act, shall be entitled to an additional payment calculated on the basis of 25 per cent of the holiday pay for that period of annual leave. Should circumstances arise where an employee has received annual leave loading to which he/she is not entitled, then such payment shall be deducted from any monies due at termination.
- iii) Before proceeding on annual holidays, an employee shall be advised by his/her employer of the shift on which he/she is to work immediately upon his/her return to duty. Notification of any change of shift shall be given to the employee by the employer at least 24 hours before the employee is scheduled to commence duty, either directly or by written notification delivered to the employees home.

24. LONG SERVICE LEAVE

See *Long Service Act 1955*.

25. PARENTAL LEAVE

See *Industrial Relations Act 1996*.

SECTION III - INDUSTRIAL RELATIONS

26. UNION DELEGATE

- i) An employee appointed as union delegate in 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 his/her representative. The delegate shall, at his/her request, be allowed a reasonable opportunity to carry out such duties at a time reasonably convenient to himself/herself 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 of notifying the union branch or sub-branch concerned in order to implement the disputes procedure (see clause 29, Disputes Procedure).

27. UNION 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.

28. UNION RECOGNITION

The Transport Workers; Union of Australia, New South Wales Branch is recognised by the parties to this award as a party to this award and as a representative of its members covered by this award.

29. DISPUTES PROCEDURE

- i) Subject to the *Industrial Relations Act 1996*, any dispute will be dealt with in the following manner:

- a) In the event of an industrial dispute, the representative of the union on the job and the Transport Supervisor shall attempt to resolve the matters in issue in the first place.
 - b) In the event of a failure to resolve the dispute at job level the matter shall be subject to discussions between an organiser of the union and senior management.
 - c) Should the dispute still remain unresolved the Secretary of the union or his/her representative will confer with the Executive Director of the association or his/her representative or a representative of the appropriate employer organisation.
 - 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.
- iii) Individual Grievance:
- a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at a higher level of authority.
 - c) Reasonable time limits must be allowed for discussion at each level of authority.
 - d) At the conclusion of the discussion, the employer must provide a response to the employees grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - e) While a procedure is being followed, normal work must continue.
 - f) The employee may be represented by an industrial organisation of employees.

30. RIGHT OF ENTRY

See the *Industrial Relations Act* 1996.

31. DRIVER MONITORING PROGRAM

The following procedures are to occur in the monitoring customer service and driving performance:

- a) Customer Service:
 - i) All complaints received are to be validated by establishing the complainants name and telephone number or address.
 - ii) The employee is to receive details of the validated complaint and to supply to the employer written responses to the complaint.
 - iii)
 - a) If the complaint is not established, no further action shall be taken and notations are not to be made on the drivers employment file.
 - b) If the Complaint is established, then the employer is to counsel the employee with a company and employee representative in attendance. This shall be considered as a verbal warning.

- iv) Should there be a further established complaint regarding customer service, the employee shall receive further counselling and a written warning.
 - v) Further established customer service complaints shall result in a final counselling session and a final written warning issued by senior management.
 - vi) A further established complaint regarding customer service shall lead to termination of employment.
- b) Driving Performance
- i) All complaints are to be validated by establishing the complainants telephone number or address.
 - ii) The employee is to receive details of the validated complaint and supply to the employer a written response to the complaint.
 - iii)
 - a) If the complaint is not established, no further action shall be taken and notations are not to be made on the drivers employment file.
 - b) If the complaint is established, then the employer is to counsel the employee with a company and employee representative in attendance. This shall be considered as a verbal warning.
 - iv) Should there be a further established complaint regarding driving performance, the employee shall receive further counselling, a driving assessment by the company's driver trainer and a written warning.
 - v) A further established complaint regarding driving performance shall lead to counselling and a final written warning issued by senior management.
 - vi) A further established complaint regarding driving performance shall lead to termination of employment.
- c) Suspension from Duties
- At the employers discretion, there shall be a "once only" opportunity for the employee to be suspended from duties for a period of ten working days without pay as an alternative to termination as described in paragraph (vi) of subclauses (a) and (b) of this clause.
- d) Nothing in this procedure will affect the right of the employer to dismiss an employee without notice where the employee is guilty of serious misconduct.

SECTION IV - OCCUPATIONAL SUPERANNUATION

32. PERMISSIBLE FUNDS

For the purposes of this Part, a Fund shall mean the T.W.U. Superannuation Fund established by Trust Deed and Articles on 4 October 1984 or the Bus and Coach Association Superannuation Scheme established by Trust Deed on 2 July 1987.

33. CONTRIBUTIONS

- i) Any employer employing employees under the terms of this award shall be a participating employer in a fund.
- ii) Each participating employer shall pay to the trustee of the fund the following:

- a) On behalf of each full time employee member of the fund employed by the employer, contributions at the rate as set out in Item 9 of Table 2 - Superannuation, of Part B, Monetary Rates.
 - b) On behalf of each part-time and casual employee member of the fund employed by the employer, contributions at the rate as set out in the said Item 9 of Table 2 for every eight hours worked, up to a maximum of the rate set out in Item 9 of Table 2.
 - c) Notwithstanding the contributions to be paid by the employer as set out in clause 33 ii) b) the employer shall make an overpayment to ensure that the employee receives the minimum amounts as set out in Table 3 - Superannuation.
- iii) Each participating employer shall inform new employees and any other employees who are not members of the fund of the provisions of this clause and shall provide such employees with the forms necessary to become a member of the fund and shall, upon completing of the forms by such employees, send them forthwith to the administrators of the fund.
 - iv) The parties to this award note that award obligations on employers to pay occupational superannuation have existed since 25 June 1987.
 - v) Despite anything else in this Award, from the 1 July 2004, clause 33 ii) b and c above shall not apply and in lieu thereof, the following shall apply:

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

SECTION V - GENERAL

34. UNIFORMS

- i) Where an employee is required to wear a distinctive dress the same shall be provided, free of cost, by the employer and it shall be the duty of the employee to retain same in reasonable condition. Such distinctive dress shall remain the property of the employer.

Caps, tunics, trousers, shirts and ties, for the purpose of this clause, shall be deemed distinctive dress; provided that an employer shall not be required to supply more than four shirts to an employee in any one year.
- ii) Where an employee is called upon to work in or about the yard, garage or depot or to perform duties other than of a driver or conductor, he/she shall be supplied with suitable overall or protective clothing, free of cost, by the employer.
- iii) An employee shall sign a receipt for all items of uniform received from the employer. Upon ceasing employment, he/she shall return to the employer any items of uniform less than 12 months old.

35. LIMITATION OF DRIVING HOURS

See National Driving Hours Legislation.

36. DEFECTIVE VEHICLES

No employee shall drive a vehicle, which contravenes the *Motor Traffic Act* 1968 and Regulations, other than for the purpose of completing a journey already commenced.

37. DRIVERS DUTIES

- i) Where 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 minor roadside repairs. Drivers may also be required to perform other incidental or peripheral duties such as cleaning buses.
- ii) An employer may direct an employee to carry out such duties as are within an employee limits of skill, competence and training.

38. TERMS OF EMPLOYMENT

- i) In the case of full time employees, seven days notice, expiring on any day, shall be required on either side or a weeks pay shall be given or forfeited in lieu of such notice, except in cases of misconduct.
- ii) In the case of termination of employment, all monies due to the employee shall be paid not later than the termination of services and, in the event of payment of wages or other monies due to the employee being delayed more than 15 minutes beyond the employees finishing time, all such waiting time shall be paid for at overtime rates.

39. AMENITIES

The following amenities shall be available at all depots where employees are employed under the provisions of this award:

- i) A change room or area for employees to change their clothes.
- ii) A suitable lockable locker for each employee.
- iii) Hot and cold water for washing purposes.
- iv) Where employees are required to have their meals at the depot, a dining room or area with adequate seating and table accommodation and facilities for boiling water and heating food.
- v) Lavatory facilities.
- vi) Appropriate arrangements for rosters to be posted and for employees to sign on and off.

40. TRAINING OF EMPLOYEES

- i) When it is the intention of the employer to employ an applicant who has been passed in a driving test by the employer or his/her representative, any time that is occupied by the new employee at the direction of the employer or his/her representative, such as learning the route, timetables and other routines, shall be paid in accordance with the classification under this award.
- ii) The union and the association shall establish a joint industry training program in relation to changes to industry practice and/or award conditions at the enterprise level.
- iii) It is the intention of the union and the association to work towards the establishment and implementation of a joint industry training programme for employees and employers designed to assist in the prevention and management of threatening behaviour, before, during and after an incident. Such training will be conducted by an accredited training provider and shall include training relating to customer service and the management of school student behaviour on buses.
- iv) All time spent on industry training by employees shall be paid for at ordinary time.

41. DEFINITIONS

- i) Association means the Bus and Coach Industrial Association of New South Wales.
- ii) Casual Employee means an employee who is engaged by the hour and paid for all time worked to the nearest minute, with a minimum engagement of one hour.

- iii) Conciliation Committee means the Transport Industry Motor Drivers and conductors (State) Conciliation Committee.
- iv) Depot means a place nominated at the normal yard, depot or garage.
- v) Districts for the purpose of this award shall mean:
 - Sydney - the district within 32 kilometres of the General Post Office, Sydney. For the boundaries of the Sydney district see Industrial Gazette, Vol. 52, page 783.
 - Newcastle - the district within 32 kilometres of the General Post Office, Newcastle. For the boundaries of the Newcastle district see Industrial Gazette, Vol 52, page 783.
 - Port Kembla-Wollongong - For the boundaries of the Port Kembla-Wollongong district see Industrial Gazette, Vol. 52, page 783.
 - Elsewhere - the district within the boundaries of the state of New South Wales excluding the three districts above defined and the County of Yancowinna.
- vi) Emergency, wherever used in this award, is intended to apply only to cases of sickness of an employee, to the default of an employee, to cases of accident, or other matter or thing outside the control of the employer.
- vii) Part-time employee means an employee who works regular days and regular hours less than 38 per week.
- viii) Time Worked includes waiting and standing-by time, if such waiting or standing-by time is at the direction of the employer or the employers agents and the employee is at call all the time.
- ix) Union means the Transport Workers Union of Australia, New South Wales Branch.
- x) Full Time Employee means an employee, other than a casual employee or part time employee, who at the time of engagement is guaranteed at least a weeks work.
- xi) Roster sets out the aggregate of the daily shifts worked in each pay period. Each employees roster is posted a minimum of three days in advance in a prominent place at each depot.
- xii) Shifts sets out the rostered daily work of an employee.

42. LEAVE RESERVED

Leave is reserved to the Parties to apply as they see fit in relation to:

- 1) Casual Employees
- 2) Railway Work
- 3) Clause 44 - Area Incidence and Duration.

43. ANTI-DISCRIMINATION

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

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

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

NOTATION:

- (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."

44. AREA, INCIDENCE AND DURATION

This award rescinds and replaces the Motor Bus Drivers and Conductors (State) Award published 11 February 2000 (313 I.G. 449) and all variations thereof. It shall apply from the first full pay period to commence on or after the 13 July 2001 and shall have a nominal term of three years.

It shall apply to all motor bus drivers and conductors, other than regular drivers of tourist, parlour and service coaches or cars in the State, excluding the County of Yancowinna, within the jurisdiction of the Transport industry Motor Drivers and Conductors (State) Industrial Committee.

This award incorporates changes made pursuant to section 19 of the Act and the Principles for Review of Awards (a decision of the Industrial Relations Commission of NSW made on 18 December 1998).

Transport Industry Motor Drivers and Conductors (State) Industrial Committee Industries and Callings.

Motor drivers and conductors employed on motor coaches, cars, omnibuses and all passenger motor vehicles for hire or plying for hire, and all motor vehicles used for the purpose of carrying passengers or workmen notwithstanding such vehicles are not for hire or plying for hire, provided that such vehicles, whether or not for hire or plying for hire, are normally capable of carrying eight or more sitting passengers or persons, other than motor wagons which are not used for the purpose of conveying passengers or workmen, in the State, excluding the County of Yancowinna; excepting -

Employees who are not engaged in business or trade;
 All persons employed by Sydney Electricity, trading as Pacific Power;
 Employees of the State Rail Authority of New South Wales and
 State Transit Authority of New South Wales;
 Employees of the Council of the City of Newcastle;
 Employees of the Australian Gas Light Company;

Employees of the Commissioner for Motor Transport.

PART B
MONETARY RATES

Table 1 - Wage Rates

Classification	Weekly wage operative from the first full pay period on or after 13 July 2001	Weekly Wage operative from the first full pay period on or after 1 July 2002	Weekly Wage operative from the first full pay period on or after 1 July 2003
1. Motor Bus Driver	\$561.60	\$581.26	\$601.60
2. Motor Bus Conductor	\$469.50	\$469.50	\$469.50

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Rate \$
1	4(ii)(a)	Issue tickets or collect fares	9.00 per day
2	4(ii)(b)	Driver of an articulated bus	3.91 per shift
3	9(iv)	Meal or crib break away from depot - toilet facilities not arranged by employer	1.38 per shift
4	9(vi)	Required to work for two hours or more after the usual finishing time	7.65
5	11(iii)(b)	Works a broken shift which finishes later than 10.00a.m.	1.87
6	11(v)	Rostered to work ordinary hours of duty commencing prior to 6.00a.m. and/or finishing after 6.00p.m.	1.38 per shift
7	15(i)(c)	Meal allowance when suitable meal is not provided	7.65
8	17(ii)(a)	Meal allowance when working outside the areas of regular timetabled services	7.65
9	33(ii)	Superannuation contributions by employer - a) For each full-time employee member of the fund	31.80 per week
9	33(ii)	b) For each part-time and casual employee member of the fund	6.36 per 8 hours up to a max. of 31.80 per week

Table 3 - Superannuation

1	33 (iii)	minimum total superannuation contributions by employer inclusive of overpayment operative from 1 July 2001- a) for each full-time employee member of the fund b) for each part-time and casual member of the fund	\$42.00 per week \$8.40 per 8 hours up to a max. of \$42.00 per week
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		minimum total superannuation contributions by employer inclusive of overpayment operative from 1 July 2002 -	
		a) for each full- time employee member of the fund	\$50.00 per week
		b) for each part-time and casual member of the fund	\$10.00 per 8 hours up to a max. of \$50.00 per week
		minimum total superannuation contributions by employer inclusive of overpayment operative from 1 July 2003 -	
		a) for each full- time employee member of the fund	\$57.00 per week
		b) for each part-time and casual member of the fund	\$11.40 per 8 hours up to a max. of \$57.00 per week

F. MARKS, J

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(747)

SERIAL C0531**FOOD PRESERVERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 4871 of 2001)

Before Commissioner McLeay

30 July 2001

VARIATION

1. Delete clause 15, State Wage Case Adjustments, of the award made 31 July 2001, and insert in lieu thereof the following:

15. 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 Part B - Monetary Rates - Table 1- Wages, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wages**

Adult Classification	Weekly Rate of Pay
Group 1	\$442.90
Group 2	438.10
Group 3	434.50
Group 4	430.80
Group 5	426.60
Group 6	424.00
Forklift with lifting capacity up to and including 4.5 tonnes	442.90
Forklift capacity over 4.5	449.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount
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1	4.2	Number of employees - less than 3 employees 3 to 10 employees 11 to 20 employees 21 or more employees	\$10.10 per week \$15.70 per week \$24.00 per week \$34.10 per week
2	7.2	Wet Places	\$0.53 per hour extra
3	7.3	Dirty Work	\$0.81 per hour extra (\$1.53 minimum)
4	7.4	Heavy Weights	\$0.39 extra per hour or part thereof
5	7.5	Carton Stacking	\$0.32 extra per hour or part thereof
6	7.6.1	Cold Temperatures (between minus 10 and 70 Celsius)	\$0.53 per hour
7	7.6.2	Cold Temperatures (between 80 and minus 180 Celsius)	\$0.81 per hour
8	7.6.3	Cold Temperatures (below minus 180 Celsius)	\$1.34 per hour
9	7.8.2	Pea-vining	\$5.30 per week
10	7.10	Fumigation Gas	\$6.80
11	13.7.1	Meal Allowance	\$12.75
12	14.2	First-aid	\$2.58 per day extra

3. This variation shall take effect from the first full pay period to commence on or after 1 August 2001.

J. McLEAY, Commissioner.

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(174)

SERIAL C0546**COTTON GROWING 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 3769 of 2001)

Before Commissioner McKenna

14 June 2001

VARIATION

1. Delete subclause (3) of clause 2, Rates of Pay, of the award published 30 March 2001 (323 I.G. 565) and insert in lieu thereof the following:

- (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 - Rates of Pay**

			Total
Classification	Base	SWC	Weekly
	rate	2001	Rate
	\$	\$	\$
Rural Tradesperson	492.20	15.00	507.20
Mechanical Equip. Operator -	467.20	13.00	480.20
Lister Operator, Service Truck Operator, Laser Operator,			
Scraper Operator, Excavator Operator, Blade Operator,			
Backhoe Operator, Mobile Crane Operator, Crane Driver,			
Storeperson Grade 1, Picker Mechanic, Grader Operator.			
Field Equipment Operator -	445.10	13.00	458.10
who shall include but not be limited to - Module Builder			
Tractor Operator, Truck Driver, Syphon Forklift Operator,			
Picker Operator, Storeperson Grade 2, Front-end Loader			
Operator, Rotobuck Operator, Spray Operator, Gas-rig Sled			
Operator, Farm Welder, Bug Checker, Neutron Probe			
Operator, Irrigation Machinery Operator, Roller Operator			
Stick Pickers and Chippers	400.40	13.00	413.40
*Not engaged on a weekly basis refer Item 1 of Table 2 of			
Part B.			

General Farm Hand - includes but not limited to Irrigation	417.10	13.00	430.10
Harvest Ground Crew.			

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Existing Allowance	Amount \$
1	2(1)(a) (c)	Stick Pickers and Chippers	11.95	12.30
		Stick Pickers and Chippers engaged by the hour (including 1/12 holiday leave loading)	12.95	13.35
2	2(1)(a) (d)	Cooks - minimum rate per week	515.15	530.55
3	2(1)(a) (e)	Leading Hands per week	18.95	19.50
4	17(3)	Meal Allowance	7.70	8.55
5	21	First-aid Allowance p/day or shift	1.70	1.75

"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 14 July 2001.

D. S. McKENNA, Commissioner.

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(017)

SERIAL C0542**ASPHALT AND BITUMEN INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 3772 of 2001)

Before Commissioner Cambridge

6 July and 10 August 2001

VARIATION

1. Delete subclause (g), Arbitrated Safety Net Adjustment, of clause 3, Termination of Employment, of the Award published 6 February 1998 (303 I.G. 472), as varied, and insert in lieu thereof the following:
 - (g) Arbitrated Safety Net Adjustment - The rates of pay in this award include the adjustments payable under the State Wage Case 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.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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 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 7,500 litres (including towing) Leader operator (spray)	494.60	15.00	509.60
Equipment operator Group 2 includes: Sprayer operator up to 7,500 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
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	Existing Allowances \$	Total amount \$
1	4(a)	Industry Allowance	18.10 per week	18.65 per week
2	4(b)	Inclement Weather	18.80 per week	19.35 per week
3	4(c)	In Charge of Plant	8.75 per week	9.00 per week
4	4(d)	First-aid Attendant	1.80 per day	1.85 per day
5	6(g)(i)	Meal Allowance	7.80 per meal	8.70 per meal
6	10(c)	Travelling Expenses	7.80 per meal	8.65 per meal
7	11(a)	Country Work	275.70 per week	292.25 per week
8	11(a)(iii)	Incidentals Allowance	2.95 per night	3.15 per night

"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.

4. This variation shall take effect from the first full pay period commencing on or after 26 July 2001.

I. W. CAMBRIDGE, Commissioner.

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(576)

SERIAL C0524**RESTAURANT, &c., EMPLOYEES' RETAIL SHOPS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Shop, Distributive and Allied Employees' Association, industrial organisation of employees.

(No. IRC 4428 of 2001)

Before Commissioner McLeay

17 July 2001

VARIATION

1. Delete clause 35, Wages of the award published 31 August 2001 (327 I.G. 368), and insert in lieu thereof the following:

The rates of pay in this award include the adjustments payable under the State Wage Case 2001. 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.

2. Delete Table 1 - Wages, of Part B, Monetary Rates and insert in lieu thereof the following:

Table 1- Wages

Adult Basic Wage: \$121.40 per week.

Classification	Total Wage per week \$
Weekly Employees -	
Cafeteria (where food or refreshments for consumption on premises are self-served by customers)	
Head Cook	461.20
Other Cooks	454.80
Cashier	446.10
Cafeteria Attendants	444.80
General Hands	444.80
Restaurants - Where five or more cooks are usually employed -	
Chef	486.60
Second Cook	469.70
Grill, stove or relief cook	463.30
Sweets Cook	461.20
Assistant or vegetable cook	455.90
Where four cooks are usually employed -	
Chef	474.40
Second Cook	466.70
Grill, stove, relief or sweets cook	461.50

Assistant or vegetable cook	455.90
Where three cooks are usually employed -	
Chef	467.10
Second Cook	458.80
Other Cook	454.80
Where two cooks are usually employed -	
Chef	461.10
Other cook	454.80
Where one cook is usually employed	460.50
General Employees -	
Supervisor	458.30
Storeman	446.20
Bar Attendant	446.10
Cashier	446.10
Butcher or larder cook	463.30
Waiter/Waitress	444.80
Line maid and seamstress	444.80
General Hand	444.80
Apprentices -	
Four year apprentice cooks	
1st year	160.90
2nd year	188.20
3rd year	234.50
4th year	280.00
Apprentices - three and one-half apprentice cooks	
1st year	160.90
2nd year	216.30
3rd year	262.30
4th year	283.30

3. Delete Item numbers 2, 4, 5 and 6 of Table 2 - Other Rates and Allowances, of the said Part B and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
2	4(iv)(b)	General Shops - Loading for casual employees working on Saturday:	
		Engagement up to and including four hours	4.50
		Engagement exceeding four hours	9.16
4	4(v)(c) (1)(A)	Proficiency - first occasion	1.72
5	4(v)(c) (1)(B)	Proficiency - second occasion	2.76
6	4(v)(c) (1)(C)	Proficiency - third occasion	3.53

4. This variation shall commence from the first full pay period on or after 21 July 2001.

J. McLEAY, Commissioner.

CLUB EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 4983 of 2001)

Before Mr Deputy President Sams

3 August 2001

VARIATION

1. Delete subclause 24.1.1 of clause 24, CPI Increases, of the award published 20 October 2000 (319 I.G. 589), as varied, and insert in lieu thereof the following:

24.1.1 Upon application by the Union and upon publication by the Australian Bureau of Statistics of the Consumer Price Index (8 Capital) for the six months ended June and December in each year, the allowances prescribed by clause 20, 22 and 23 of this Part together within subclauses 9.15, 9.17 and 14.1 of Part B, shall be increased by the percentage increase in the index over the previous six months.

2. Delete Table 2 - Other Rates and Allowances of Part B, Monetary Rates and insert in lieu thereof the following:

Table 2 — OTHER RATES AND ALLOWANCES

- (iii) From the first full pay period on or after 3 August 2001:

Item No.	Part No.	Clause No.	Brief Description	Amount \$
1	B	9.5.2, 9.11.2, 9.17.2	Shift Penalty	1.8178 per hour
2	B	9.5.2, 9.11.2, 9.17.2	Minimum payment	6.20 per day
3	B	9.5.3, 9.11.3	Broken Shift penalty	9.01 per day
4	B	9.5.4, 9.11.4	Night Shift penalty	11.98 per day
			Apprentices prof. Allowance	
5	B	12.1.5 (a)	1st Occasion	2.64 per week
6	B	12.1.5 (b)	2nd Occasion	4.39 per week
7	B	12.1.5 (c)	3rd Occasion	6.13 per week
8	C	21.1.1 (i)	First-aid Allowance	16.20 per week
9	B	9.15.4, 14.1.5, 14.1.6	Meal Allowance	8.64 per occasion
10	C	22.1.1 (i)	Clothing - Permanent employees	15.18 per week
11	C	22.1.1 (ii)	- Apprentices	6.37 per week
12	C	22.1.1 (iii)	- Casuals	2.24 per day
			Shoe Allowance Only:	
13	C	22.1.4	Clothing - Permanent employees	3.50 per week
14	C	22.1.4	- Apprentices	1.70 per week
15	C	22.1.4	- Casuals	0.52 per day
			Laundry Allowance:	
16	C	22.1.9 (i)	Permanent Employees	7.63 per week
17	C	22.1.9 (ii)	Apprentices	3.44 per week
18	C	22.1.9 (iii)	Cummerbund	0.97 per week
19	C	22.1.9 (iv)	Casuals	2.24 per day
20	C	22.1.9 (v)	Cooks	10.84 per week
21	C	22.1.9 (vi)	Apprentice Cooks	4.58 per week
22	C	22.1.9 (vii)	Casual Cooks	2.91 per day

23	C	20.1.1 (i)	Meal provided - deduct	8.64 per week
24	C	20.1.1 (ii)	Board & Lodgings - deduct	82.46 per week
25	C	20.1.1 (iii)	Lodgings only - deduct	39.37 per week
26	C	23.1.1	Tool Allowance	8.76 per week
27	C	23.1.2	Apprentice Tool Allowance	5.31 per week

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 3 August 2001, and remain in force for a period of 12 months thereafter.

P. J. SAMS *D.P.*

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INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The New South Wales Plumbers and Gasfitters Employees' Union, industrial organisation of employees.

(No. IRC 3953 of 2001)

Before the Honourable Justice Walton, Vice President

16 August 2001

VARIATION

1. Delete paragraph (e) of subclause (2) of clause 6, Wages, of the award published 25 February 2000 (313 I.G. 709) as varied, and insert in lieu thereof the following:
 - (e) 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 Table 1 - Rates of Pay of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Rates of Pay
(effective first full pay period on or after 16 August 2001)

- (i) Wages -

Classification	Amount \$
Journeyperson Plumber Margin for Skill -	369.10 per week
Arbitrated Safety Net Adjustments -	80.00 per week
Hourly Rate -	15.34 per hour
Ships Plumber Margin for Skill-	369.10 per week
Arbitrated Safety Net Adjustments -	80.00 per week
Hourly Rate -	15.09

- (ii) Wages Apprentices - Indentured Apprentices - For apprentices employed by employers bound by this award, other than those employed in ship's plumbing, the following wage rates shall apply:

Years of Service	Former Rate Per Week \$	Industry Allowance Per week \$	Special allowance per week \$	SWC 2001 \$	Total Per Week \$
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Building Industry (6.2(d)(i)) -

1st year	166.00	19.10	17.10	5.00	207.20
2nd year	242.70	19.10	25.30	7.30	294.40
3rd year	319.80	19.10	32.50	9.60	380.60
4th year	376.10	19.10	38.70	11.30	445.20

For all other apprentices -

1st year	166.00			5.00	171.00
2nd year	242.70			7.30	250.00
3rd year	319.80			9.60	329.90

4th year	376.10			11.30	387.40
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Trainee Apprentices - Building Industry-

Years of Service	Former Rate Per Week \$	Industry Allowance Per week \$	Special allowance per week \$	SWC 2001 \$	Total Per Week \$
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Building Industry -

1st year	187.60	19.10	18.40	5.60	230.70
2nd year	272.90	19.10	27.90	8.20	328.10
3rd year	352.90	19.10	35.30	10.60	417.90
4th year	397.10	19.10	43.10	11.90	471.20

For all other apprentices -

1st year	187.60			5.60	193.20
2nd year	272.90			8.20	281.10
3rd year	352.90			10.60	363.50
4th year	397.10			11.90	409.00

3. Delete Item Nos. 1 to 54 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances
(effective first full pay period on or after 16 August 2001)

Item No.	Clause No.	Brief Description	Amount \$
1	6(2)(a)(i),(ii), (iii) 6(2)(b)	Journeyman Plumber (Other than Ship's Plumber) - Industry Allowance Tool Allowance Supplementary Payment Special Allowance Registration Allowance Amount deducted from hourly rate of journeyman plumber for Drainer	19.05 per week 19.70 per week 52.10 per week 7.70 per week 0.50 per hour 0.05
2	6(2)(c)(i),(ii), (iii),(iv) 6(2)(d)(iii)(a)	Ship's Plumber - Industry Allowance Tool Allowance Supplementary Payment Special Allowance Registration Allowance Ships Plumbers Apprentice	10.00 per week 19.70 per week 52.10 per week 7.70 per week 0.50 per hour 4.20 per week
3	7(i)(a)	Plumber's Licence	0.66 per hour
4	7(i)(b)	Gasfitter's Licence	0.66 per hour
5	7(i)(c)	Drainer's Licence	0.56 per hour
6	7(i)(d)	Plumber's and Gasfitter's Licence	0.88 per hour
7	7(i)(e)	Plumber's and Drainer's Licence	0.88 per hour
8	7(i)(f)	Gasfitter's and Drainer's Licence	0.88 per hour
9	7(i)(g)	Plumber's, Gasfitter's and Drainer's Licence	1.21 per hour
10	7(ii)	Licensed Drainer	0.56 per hour
11	7(iii)(a)	Lead Burner	0.57 per hour
12	7(iii)(b)	Lead Burner in Chemical Works	0.78 per hour

13	7(iii)(c)(1)	Oxyacetylene or Electric Welding Certificate Minimum Payment	0.41 per hour 2.85 per day
14	7(iii)(c)(2)	Certificate Holder performing welding to AS4041 - 1998 Minimum	0.59 per hour 4.52 per day
15	7(iii)(d)	Computing quantities or make-up estimates	0.43 per hour
16	8(i)	Tool Allowance Apprentices	19.70 per week
17	9	Leading Hands - In charge of up to two employees In charge of three to five employees In charge of six to ten employees In charge of ten or more employees	0.59 per hour 0.71 per hour 0.92 per hour 1.16 per hour
18	10	Employed on any chokage or oil chokage etc.	4.88 per day
19	11(i)	Wet Work	0.43 per hour
20	11(ii)	Insulation Material	0.53 per hour
21	11(iii)	Cold Work	0.43 per hour
22	11(iv)	Work on WC's, urinals, soil or waste pipes where used principally by venereal patients	0.53 per hour
23	11(v)	Hot Work - Between 46 and 54 degrees Celsius Exceeding 54 degrees Celsius	0.42 per hour 0.53 per hour
24	11(vi)	Work with second-hand materials of an unusually dirty or offensive nature	0.43 per day
25	11(vii)	Employed inside buildings where chlorine gas and/or hydrogen sulphide gas re-manufactured	0.54 per day
26	11(viii)	Engaged on electric welding applicable to plumbing	0.12 per hour
27	11(ix)	Operator of explosive powered tools	1.02 per day
28	11(x)(a)	Work in maximum security	1.09 per hour
29	11(x)(b)	Work in geriatric hospital	0.30 per hour
30	11(xi)	Roof Repairs Minimum Payment	0.61 per hour 0.61
31	11(xiii)	Employed in mental institutions	0.37 per hour
32	11(xiv)	Engaged in tunnel and sewer work and in underground shafts exceeding 3 metres in depth	0.44 per hour
33	11(xv)	Engaged on alterations or repairs to boilers, flues, furnaces, retorts and kilns	1.15 per hour
34	11(xvi)	Engaged on the construction of chimneys and air shafts where construction exceeded 15 metres in height Additional amount for work above each further 15 metres	0.43 per hour 0.43 per hour
35	11(xvii)	Employees required to work in a bosun's chair or on a swinging scaffold - First 4 hours For each hour thereafter	3.12 0.65 per hour
36	11(xviii)	Work on any structure at a height of more than 12.2 metres	0.43 per hour
37	11(xix)	Employees in sanitary works	4.78 per day
38	11(xx)	Employees in slaughtering yards	0.29 per hour
39	11(xxii)(a)	Employees working west and north of and excluding State highway No. 17 etc, up to the Western Division	0.71 per day
40	11(xxii)(b)	Employees working in the Western Division	1.15 per day
41	11(xxii)(c)	Employees working in the southern districts	1.15 per day
42	11(xxiii)	Engaged in cramped position or without sufficient ventilation	0.53 per hour
43	11(xxiv)	Employees required to use materials containing asbestos or to work near asbestos	0.53 per hour
44	11(xxv)	Towers Allowance - Exceeding 15 metres - for all work above 15 metres For work above each further 15 metres	0.43 per hour 0.43 per hour

45	11(xxvi)(c)	Toxic Substances - Employees using Employee working in close proximity	0.53 per hour 0.43 per hour
46	11(xxx)(d)	Engaged in asbestos eradication	1.44 per hour
47	12(i)	Employees working in ballast tanks, oil tanks and side tanks	0.53 per hour
48	12(ii)	Employees working in ship's bilges or under engine room or boiler room flooring	0.40 per hour
49	12(iii)	Employees working in and around diesel engines	0.40 per hour
50	12(iv)	Employees working in a confined space	0.56 per hour
51	12(v)(1)	Employees working inside a hull	0.68 per hour
52	12(v)(2)	Employees working in torpedo compartments, ballast tanks, oil tanks, below floor plates	1.22 per hour
53	12(vi)	Plumber in pipe laundry	0.87 per hour
54	13(iii)	Multi-story Allowance - from commencement to 15th floor from 16th to 30th floor from 31st to 45th floor from 46th to 60th floor from 61st floor onwards	0.35 per hour 0.42 per hour 0.65 per hour 0.82 per hour 1.03 per hour

4. Delete (i) -Wages of Table 1 - Rates of Pay of Part B, Monetary Rates, and insert in lieu thereof the following:

- (i) Wages - (effective first full pay period on or after 12 March 2002)

Classification	Amount \$
Journeyperson Plumber Margin for Skill -	369.10 per week
Arbitrated Safety Net Adjustments -	88.00 per week
Hourly Rate -	15.57 per hour
Ships Plumber Margin for Skill-	369.10 per week
Arbitrated Safety Net Adjustments -	88.00 per week
Hourly Rate -	15.31

5. This variation shall take effect from the first full pay period to commence:

- (i) on or after 16 August 2001 in respect to clauses 1 to 3 of this variation; and
(ii) on or after 12 March 2002 in respect to clause 4 of this variation.

M. J. WALTON *J, Vice-President.*

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(039)

SERIAL C0750

METAL, ENGINEERING AND ASSOCIATED INDUSTRIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 4873 of 2001)

Before the Honourable Justice Walton, Vice-President

21 August 2001

VARIATION

1. Delete subclause 5.1.1 (c) - Schedule of Rates of Pay of clause 5.1, Classifications and Rates of Pay, of the award published 8 June 2001 (325 I.G. 209), and insert in lieu thereof the following:

5.1.1 (c) Schedule of Rates of Pay -

Wage Group	Base rate per week \$	Suppl. Payment per week \$	SWC adjustments \$	Weekly award rate \$	Hourly rate \$
Level C14	284.80	40.60	88.00	413.40	10.88
Level C13	299.50	42.60	88.00	430.10	11.32
Level C12	319.20	45.40	88.00	452.60	11.91
Level C11	337.40	48.10	88.00	473.50	12.46
Level C10	365.20	52.00	90.00	507.20	13.35
Level C9	383.50	54.60	90.00	528.10	13.90
Level C8	401.70	57.20	90.00	548.90	14.44
Level C7	420.00	59.80	88.00	567.80	14.94
Level C6	456.50	65.00	88.00	609.50	16.04
Level C5	474.80	67.60	88.00	630.40	16.59
Level C4	493.00	70.20	88.00	651.20	17.14
Level C3	529.50	75.40	88.00	692.90	18.23
Level C2(a)	547.80	78.00	88.00	713.80	18.78
Level C2(b)	584.30	83.20	86.00	753.50	19.83
Level C1(a)	657.40	93.60	86.00	837.00	22.03
Level C1(b)	766.90	109.20	86.00	962.10	25.32

2. Delete subclause 5.1.1 (d) and insert a new subclause 5.1.1 (d) in the following terms:

5.1.1 (d) The rates of pay in this award include the adjustments payable under 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.

3. Delete paragraphs (a),(b) and (c) of subclause 5.3.1 of clause 5.3, Apprentice Rates of Pay and insert new paragraphs (a), (b) and (c) in the following terms:

(a) From the first pay period to commence on or after 2 August 2001:

Column 1	Column 2	Column 3	Column 4	Column 5
4-year term apprenticeship	Percentage of Column 3 %	Base rate of C10 plus SWC adjustments plus \$39.00 \$	Total rate per week \$	Hourly Rate \$
First year	42	479.20	201.25	5.30
Second year	55	479.20	263.60	6.95
Third year	75	479.20	359.40	9.50

Fourth year	88	479.20	421.70	11.10
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- (b) From the first pay period to commence on or after 21 August 2001:

Column 1	Column 2	Column 3	Column 4	Column 5
4-year term apprenticeship	Percentage of Column 3 %	Base rate of C10 plus SWC adjustments plus \$39.00 \$	Total rate per week \$	Hourly Rate \$
First year	42	494.20	207.55	5.45
Second year	55	494.20	271.80	7.15
Third year	75	494.20	370.65	9.75
Fourth year	88	494.20	434.90	11.45

- (c) From the first pay period to commence on or after 2 February 2002 and thereafter, apprentice weekly rates will be based on the appropriate percentage of the total weekly rate for Wage Group C10.

Column 1	Column 2	Column 3	Column 4	Column 5
4-year term apprenticeship	Percentage of Column 3 %	Base rate of C10 plus SWC adjustments plus \$52.00 \$	Total rate per week \$	Hourly Rate \$
First year	42	507.20	213.00	5.60
Second year	55	507.20	278.95	7.35
Third year	75	507.20	380.40	10.00
Fourth year	88	507.20	446.35	11.75

4. Delete table in subclause 5.4.3 of clause 5.4, Adult Apprentices and insert in lieu thereof the following:

Year of Apprenticeship	Total weekly rate \$
First	368.00
Second	413.40
Third	430.10
Fourth	452.60

5. Delete paragraphs (i), (ii) and (iii) of subclause 5.5.1 (a) of clause 5.5, Unapprenticed Junior Rates of Pay and insert in lieu thereof new paragraphs (i), (ii) and (iii) in the following terms:

- (i) The minimum weekly wage rates for unapprenticed juniors from the first pay period to commence on or after 2 August 2001 shall be:

Column 1	Column 2	Column 3	Column 4
Years of Age	Percentage of Column 3 %	Base rate of C13 plus SWC adjustments plus \$31.95 \$	Total rate per week \$
Under 16 years of age	36.8	406.45	149.60
At 16 years of age	47.3	406.45	192.25
At 17 years of age	57.8	406.45	234.90
At 18 years of age	68.3	406.45	277.60
At 19 years of age	82.5	406.45	335.30

At 20 years of age	97.7	406.45	397.10
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- (ii) The minimum weekly wage rates for unapprenticed juniors from the first pay period to commence on or after 21 August 2001 shall be:

Column 1 Years of Age	Column 2 Percentage of Column 3 %	Column 3 Base rate of C13 plus SWC adjustments plus \$31.95 \$	Column 4 Total rate per week \$
Under 16 years of age	36.8	419.45	154.35
At 16 years of age	47.3	419.45	198.40
At 17 years of age	57.8	419.45	242.45
At 18 years of age	68.3	419.45	286.50
At 19 years of age	82.5	419.45	346.05
At 20 years of age	97.7	419.45	409.80

- (iii) The minimum weekly rates for unapprenticed juniors from the first pay period to commence on or after 2 February 2002 shall be based on the appropriate percentages of the total weekly rate for Wage Group C13 and shall be as follows:

Column 1 Years of Age	Column 2 Percentage of Column 3 %	Column 3 Base rate of C13 plus SWC adjustments plus \$42.60 \$	Column 4 Total rate per week \$
Under 16 years of age	36.8	430.10	158.30
At 16 years of age	47.3	430.10	203.45
At 17 years of age	57.8	430.10	248.60
At 18 years of age	68.3	430.10	293.75
At 19 years of age	82.5	430.10	354.85
At 20 years of age	97.7	430.10	420.20

A junior employee of 18 years of age or more shall be paid 33 cents per week in addition to the rates prescribed herein whilst they are employed as a furnace person or assistant to a furnace person.

6. Delete paragraphs (i), (ii) and (iii) of subclause 5.5.1 (b) and insert in lieu thereof new paragraphs (i), (ii) and (iii) in the following terms:

- (i) The minimum weekly wage rates for unapprenticed juniors (foundries) from the first pay period to commence on or after 2 August 2001 shall be:

Column 1 Years of Age	Column 2 Percentage of Column 3 %	Column 3 Base rate of C13 plus SWC adjustments plus \$31.95 \$	Column 4 Total rate per week \$
Under 16 years of age	36.8	406.45	149.55
At 16 years of age	47.3	406.45	192.25
At 17 years of age	68.3	406.45	277.60
At 18 years of age	83.0	406.45	337.35
At 19 years of age	98.8	406.45	401.50

- (ii) The minimum weekly wage rates for unapprenticed juniors (foundries) from the first pay period to commence on or after 21 August 2001 shall be:

Column 1 Years of Age	Column 2 Percentage of Column 3 %	Column 3 Base rate of C13 plus SWC adjustments plus \$31.95 \$	Column 4 Total rate per week \$
Under 16 years of age	36.8	419.45	154.35
At 16 years of age	47.3	419.45	198.40
At 17 years of age	68.3	419.45	286.50
At 18 years of age	83.0	419.45	348.15
At 19 years of age	98.8	419.45	414.40

- (iii) The minimum weekly rates for unapprenticed juniors (foundries) from the first pay period to commence on or after 2 February 2002 shall be based on the appropriate percentages of the total weekly rate for Wage Group C13 and shall be as follows:

Column 1 Years of Age	Column 2 Percentage of Column 3 %	Column 3 Base rate of C13 plus SWC adjustments plus \$42.60 \$	Column 4 Total rate per week \$
Under 16 years of age	36.8	430.10	158.30
At 16 years of age	47.3	430.10	203.45
At 17 years of age	68.3	430.10	293.75
At 18 years of age	83.0	430.10	357.00
At 19 years of age	98.8	430.10	424.95

7. Delete subclause 5.9.1 (f) of clause 5.9, Allowances and Special Rates and insert in lieu thereof new subclause 5.9.1 (f) in the following terms:

Item No.	Clause No.	Brief Description	Amount per week \$
1	5.9.1(a)	Leading Hands - In charge of: 3-10 employees 11-20 employees more than 20 employees	22.00 33.10 42.20
2	5.9.1(b)	Ship Repairing Tradespersons All other employees	10.10 8.20
3	5.9.1(c)	Multi-Storey Building	15.90
4	5.9.1(d)	Tool Allowance	10.80

8. Delete subclause 5.9.2 (g) and insert in lieu thereof new subclause 5.9.2 (g) in the following terms:

Item No.	Clause No.	Brief Description	Amount \$
1	5.9.2(a)	Motor Allowance	58 cents per kilometre travelled
2	5.9.2(b)	First Aid Allowance	10.14 per week
3	5.9.2(c) 5.9.4(b)(iv) 6.4.11	Meal Allowance	8.50

9. Delete subclause 5.9.3 (s) and insert in lieu thereof new subclause 5.9.3 (s) in the following terms:

Item No.	Clause No.	Brief Description	Amount \$
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1	5.9.3(c)	Cold Places	38 cents per hour extra
2	5.9.3(d)	Hot Places -Between 46 and 54 Celsius -In excess of 54 Celsius	38 cents per hour extra 48 cents per hour extra
3	5.9.3(e)	Wet Places	38 cents per hour extra
4	5.9.3(f)	Confined Spaces	48 cents per hour extra
5	5.9.3(g)	Dirty Work -Ship repair work -All other work	48 cents per hour extra 38 cents per hour extra
6	5.9.3(h)	Height Money	28 cents per hour extra
7	5.9.3(i)	Meat Digesters and Oil Tanks	38 cents per hour extra
8	5.9.3(j)	Sanitary Works	28 cents per hour extra
9	5.9.3(k)	Insulation Materials	48 cents per hour extra
10	5.9.3(l)	Slaughtering Yards	28 cents per hour extra
11	5.9.3(m)	Boiler Repairs -Smoke boxes, fire boxes, furnaces or flues boilers -Oil fired boilers including the castings, uptakes and funnels, or flues and smoke stacks	28 cents per hour extra 97 cents per hour extra
12	5.9.3(n)	Explosive Powered Tools	97 cents per day
13	5.9.3(o)	Ships in Dock	28 cents per hour extra
14	5.9.3(p)	Foundry Allowance	29 cents per hour worked
15	5.9.3(q)	Boiling Down works	28 cents per hour
16	5.9.3(r)	Lead Works	28 cents per hour

10. This variation shall take effect from the beginning of the first pay period to commence on or after 21 August 2001.

M. J. WALTON *J, Vice-President.*

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(072)

SERIAL C0563

BUTCHERS' WHOLESALE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 4073 of 2001)

Before the Honourable Justice Kavanagh

25 June 2001

VARIATION

1. Delete subclause 27.3 of clause 27, Wages, of the award published 25 January 2001 (321 I.G. 1167), as varied, and insert in lieu thereof the following:

27.3 Arbitrated Safety Net Adjustment

27.3.1 The rates of pay in this award include the adjustments payable under the State Wage Case 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, minimum rates adjustments.
2. Delete Appendix 1 - Wages and Appendix 2 - Other Rates and Allowance of Part 9, Appendix, and insert in lieu thereof the following:

APPENDIX 1

Wages

Adult Basic Wage: \$121.40 per week

T1.1 The minimum rate of pay for 40 ordinary hours of any classification shall be as follows:

		Total Weekly
	Classification	Rate
		\$
1	Slaughterperson	477.60
2	Employee grading beef carcasses	441.60
3	Employee weighing and/or recording	435.80
4	Knocker down and/or shackler and/or employee opening up neck and tying weasand before hoisting to bleeding rail	439.00
5	Slaughterhouse labourer whose work includes trimming carcasses after slaughterperson, skinning heads, removing eyes, removing horns, removing tongues and/or cheeks, removing brains and boning for pet foods and boning heads and crutching sheep	435.80
6	Employee skinning feet and taking out sinews	434.80
7	Tripeperson and employee cutting, turning and washing tripe and cutting and washing bibles	434.80
8	Slaughterhouse labourer	430.30
9	Laundry attendant	430.30
10	Stockperson (working under conditions of the stockperson clause)	436.60
11	Stockperson, stock receiver and penner-up	432.60
12	Yardperson and general labourer	425.90
13	Freezer room employee	434.80
14	Dripping and/or lard operator, tallowperson, digesterperson and/or dry melter operator, expellor and/or dryer attendant	437.60
15	Millhand, by-products labourer and saveall attendant	428.20

Casing Cleaning Department -

16	All-round person	439.30
17	Employee trimming and sliming bungs and bladders and sliming runners	432.60

Boning Department -

18	Boner	456.00
19	Slicer and/or sawyer	442.50
20	Trimmer	435.80
21	Weighperson	432.40
22	Packer, strapper, wiring and/or gluing machine operator	430.30
23	Shop-person/Butcher	463.10

Motor Wagon Drivers -

24	Motor wagon driver of a vehicle with carrying capacity of up to 3,048 kg (3 tons) For each additional 1,016 kg (1 ton) or part thereof up to 8,128 kg (8 tons) extra - \$1.53 For each additional 1,016 kg (1 ton) or part thereof exceeding 8,128 kg (8 tons) but not exceeding 12,192 kg (12 tons) extra - \$1.18 For each additional 1,016 kg (1 ton) or part thereof exceeding 12,192 kg (12 tons) - 0.95	436.70
	When a trailer is attached to a motor wagon, the carrying capacity of such trailer shall be computed with the rate in determining the driver's wages.	
25	Driver of tractor under 50 h.p. or fork lift driver	436.70
26	Driver of bulldozer	436.70
27	Loader	445.20
28	Cleaner - cleaning production plant and equipment (working under shift work provisions)	435.80

T1.2 The minimum rate of pay for 40 ordinary hours for juniors shall be as follows:

Age	Percentage of Classification 12 - General Labourer	Total Weekly rate \$
At 15 years of age	36%	153.30
At 16 years of age	48%	204.40
At 17 years of age	60%	255.50
At 18 years of age	74%	315.20
At 19 years of age	87%	370.50
At 20 years of age — Adult rates		

Upon any adjustment, junior rates to be calculated to the nearest ten cents.

APPENDIX 2

Other Rates and Allowances

T2.1 Other rates and allowances - Subject to the provisions of the relevant clauses, allowances and special rates are as follows:

Item No.	Clause No.	Brief Description	Amount \$
1	31.4	Alternating shifts	7.55 per shift
2	31.5	Afternoon shift	10.84 per shift
3	32.9	Extraordinary Hours Allowance	6.55 per day
4	35.5	Horse Allowance	12.28 per week
5	33.3	Meal money	6.85 per meal
6	29.1	Temperature Allowance - Below minus 1 degree celsius Below minus 16 degree celsius Below minus 20 degree celsius Below minus 26 degree celsius	0.39 per hour 0.61 per hour 1.13 per hour 1.69 per hour
7	29.2	Freezing Room Allowance	0.42 per hour
8	29.4	Temperature Allowance	0.42 per hour 0.67 per hour
9	10.1	Rover's Allowance	2.54 per day
10	20.1.2	Bull Penalty	2.54 per head
11	23.1	Dog Allowance	6.31 per dog per week
12	23.3	First-aid Attendant	3.03 per day
13	23.4	Leading Hand	22.61 per week
14	23.5.1	Pedestrian Stacker Allowance - Cold Temperature	11.67 per week
15	23.5.2	Pedestrian Stacker Allowance	8.63 per week
16	23.5.3	Fork Lift Allowance	6.07 per week
17	17.1.1	Objectionable Work — ordinary hours	2.80 per day
18	17.1.2	Objectionable Work — outside ordinary hours	3.28 per sheep, calf or pig 13.85 per head of cattle
19	17.1.3	Objectionable Work —on Sundays or holidays	4.99 per
			sheep, calf or pig 20.06 per head of cattle
20	17.1.4	Condemned Carcase Allowance	2.80 per day
21	17.1.5	Brucella Reactor	6.31 per day
22	17.1.6	Work in Artificially Increased Temperature	0.39 per hour
23	17.1.7	Foetal Blood Extraction Allowance	6.31 per day
24	13.4	TP Slaughtering Allowance - all types of animals	4.13 per day 2.07 per half day
25	13.5	TP Slaughtering Allowance - two types of animals	3.52 per day 1.70 half day
26	13.6	TP Slaughtering Allowance - one type of animal	2.54 per day 1.23 per half day
27	51.2	Knife Allowances -	

		Slaughterpersons, boners and labourers skinning cattle, heads and feet: Other employees using a knife:	2.95 per week 2.12 per day 0.59 per week 0.40 per day
28	49.1(a)	Clothes Allowance	1.19 per day
29	49.1(b)	Laundry Allowance	0.96 per day
30	49.1(c)	Clothes Allowance	0.32 per day
31	49.3	Clothes Laundry Allowance (employees not covered by Items 28-30 of this table)	
	(a)	Clothes Allowance	0.57 per day
	(b)	Laundry Allowance	0.47 per day
	(c)	Clothes Allowance	0.12 per day
32	46.5(b)	TP Boner Allowance	1.45 per day

3. This variation shall take effect from the first pay period to commence on or after 19 October 2001.

T. M. KAVANAGH J.

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(489)

SERIAL C0578

MOTOR VEHICLE SALESPERSONS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Applications by the Shop, Distributive and Allied Employees' Association, New South Wales and another, industrial organisations of employees.

(Nos. IRC 4505 and 4506 of 2001)

Before Mr Deputy President Grayson

23 July 2001

VARIATION

- Delete clause 5, Arbitrated Safety Net Adjustment, of the award published 3 November 2000 (319 I.G. 1092) and insert in lieu thereof the following:

5. Arbitrated Safety Net Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case May 2001. These adjustments may be offset against:

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

2. Delete Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wages

Group	Classification	Former Rate per week includes \$10 ASNA \$	\$ 14 June 1998 SWC \$	\$ 12 June 1999 SWC \$	\$ 15 May 2000 SWC \$	\$ 13 / 15 May 2001 SWC \$	Total Rate \$
1	Motor Car Salesperson	451.20	14.00	12.00	15.00	15.00	507.20
2	Probationary Salesperson	419.50	14.00	12.00	15.00	13.00	473.50

3. Delete Items 1 and 8 of Table 2 - Other Rates and Allowances, and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	3(A)(ii)	Exhibitions (Royal Easter Show, etc.)	14.94 per night
8	13	Sunday Loading: (a) if more than half a day is worked (b) if half a day or less is worked	101.46 50.72

4. Delete Table 3 -Training Wage - Skill Level A, and Table 4 -Training Wage - Skill Level B, and insert in lieu thereof the following

Table 3 - Training Wage - Skill Level A

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill level A.

	Highest Year of Schooling Completed
--	-------------------------------------

School Leaver	Year 10 \$	Year 11 \$	Year 12 \$
	151.00 (50%)* 176.00 (33%)	187.00 (33%) 211.00 (25%)	256.00
plus 1 year out of school	211.00	256.00	298.00
plus 2 years	256.00	298.00	346.00
plus 3 years	298.00	346.00	396.00
plus 4 years	346.00	396.00	
plus 5 years or more	396.00		

* Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rate is 20%.

Table 4 - Training Wage - Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at skill level B.

	Highest Year of Schooling Completed
--	-------------------------------------

School Leaver	Year 10 \$	Year 11 \$	Year 12 \$
	151.00 (50%)* 176.00 (33%)	187.00 (33%) 211.00 (25%)	246.00
plus 1 year out of school	211.00	246.00	283.00
plus 2 years	246.00	283.00	332.00
Plus 3 years	283.00	332.00	378.00
Plus 4 years	332.00	378.00	
Plus 5 years or more	378.00		

* Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rate is 20%.

5. This variation shall take effect from the first full pay period commencing on or after 24 August 2001.

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

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(217)

SERIAL C0579

CLERICAL AND ADMINISTRATIVE EMPLOYEES (JOHN FAIRFAX PUBLICATIONS) AWARD 2000

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Federated Clerks' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 4207 of 2001)

Before Mr Deputy President Sams

12 July 2001

VARIATION

1. Insert after subclause (v) of clause 8, Wages, of the award published 7 September 2001 (327 I.G. 719), the following new subclause (vi):

- (vi) The rates of pay in this award include the adjustments payable under the State Wage Cases of June 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 subclauses (i) (B), (ii) (a) (B) and (ii) (b) (B) of Clause 8, Wages, and insert in lieu thereof the following:

(i) (B) As from 13 July 2001.

Grade	(Non Loaded Minimum Rate) + \$ 10.00 1 July 2001 \$	SWC 2001 13 July 2001 \$	Total (Non Loaded Rate) 1 July 2001 \$	+ Annual Leave Loading 1.346% \$	Base Hourly Rate $\frac{1}{38\text{th}}$ \$
Grade 1	449.60	3.00	452.60	458.70	12.07
Grade 2	470.50	3.00	473.50	480.00	12.63
Grade 3	502.20	5.00	507.20	514.00	13.53
Grade 4	543.90	5.00	548.90	556.30	14.64
Grade 5	603.85	7.00	610.85	619.10	16.29

(ii) (a) (B) As from 13 July 2001

Grade	(Non Loaded Minimum Rate) + 2% 1 July 2001 \$	SWC 2001 13 July 2001	Total (Non Loaded Rate) 1 July 2001 \$	+ Annual Leave Loading 1.346% \$	Base Hourly Rate $\frac{1}{38\text{th}}$ \$
At 17 years of age	255.40	1%	257.95	261.40	6.87
At 18 years of age	310.95	1%	314.05	318.30	8.37
At 19 years of age	372.00	1%	375.70	380.75	10.02
At 20 years of age	422.75	1%	427.00	432.75	11.38

(ii) (b) (B) As from 13 July 2001.

Grade	(Non Loaded Minimum Rate) + 2% 1 July 2001 \$	SWC 2001 13 July 2001	Total (Non Loaded Rate) 1 July 2001 \$	+ Annual Leave Loading 1.346% \$	Base Hourly Rate $\frac{1}{38\text{th}}$ \$
Under 17 years of age	193.65	1%	195.60	198.25	5.21
At 17 years of age	243.15	1%	245.60	248.90	6.55
At 18 years of age	297.10	1%	300.10	304.15	8.00
At 19 years of age	356.20	1%	359.75	364.60	9.59
At 20 years of age	405.90	1%	409.95	415.45	10.93

3. Delete subclauses (i), (ii) and (iii) of Clause 10, Shift Allowance, and insert in lieu thereof the following:

- (i) Employees required to cease work after midnight and before 7.00 a.m. shall receive \$81.75 per week (or \$16.34 per shift) in addition to their base rate of pay.
- (ii) Employees required to commence work prior to 7.00 a.m. shall receive \$41.10 per week (or \$8.21 per shift) in addition to their base rate of pay.
- (iii) Employees required to cease work after 7.00 p.m. shall receive \$69.35 per week (or \$13.87 per shift) in addition to their base rate of pay. This subclause shall not apply to employees entitled to payments pursuant to subclause (i), of this clause.

4. Delete Clause 14, Meal Allowance, and insert in lieu thereof the following:

14. Meal Allowance

An employee required to work one hour overtime or longer shall be paid \$10.60 meal money in addition to overtime pay, provided that where overtime worked continues for more than 4 hours, an employee shall receive a further meal allowance of \$10.60.

5. Delete subclauses (iii) and (iv) of Clause 15, Travelling Expenses, and insert in lieu thereof the following:

(iii) Any employee required to provide a motor car shall be paid the amounts set out below.

- (a) For a vehicle 1500 cc and under \$147.85 per week plus 19.90 cents per km, or
- (b) For a vehicle over 1500 cc \$175.35 per week plus 21.70 cents per km.

(iv) Alternatively, where employees are required to use their motorcar by the Company on a casual or incidental basis, they shall be paid an amount of 53 cents per kilometre travelled, during such use.

6. Delete Clause 37, First Aid Allowance, and insert in lieu thereof the following:

37. First Aid Allowance

An employee who is appointed as a first aid officer by the Company to perform first aid duty and has been trained to render first aid or is the current holder of appropriate first aid qualifications, such as a certificate from the St John's Ambulance or similar body, shall be paid an allowance of \$7.80 per week.

7. This variation shall take effect from the first full pay period to commence on or after 13 July 2001.

P. J. SAMS, *D.P.*

(082)

SERIAL C0549

**CLERICAL AND ADMINISTRATIVE EMPLOYEES IN PERMANENT
BUILDING SOCIETIES (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 3860 of 2001)

Before Commissioner O'Neill

27 June 2001

VARIATION

1. Delete subclause (xi) of clause 4, Classification Structure and Wages of the award published 1 December 2000 (320 I.G. 789), as varied, and insert in lieu thereof the following:
 - (xi) State Wage Case Adjustments - The rates of pay in this award include the adjustments payable under the State Wage Case of 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.

2. Delete Part E, Monetary Rates and insert in lieu thereof the following:

PART E

MONETARY RATES

Adult Basic Wage: \$121.40 per week

Table 1 - Wages

Adults - The minimum rates of wages per week for adult employees shall be the rate of wage as set out below for the relevant grades:

Grade	Rate per week \$	SWC 2001 \$	New Weekly Rate \$
Grade 1	441.00	13	454.00
Grade 2	460.50	13	473.50
Grade 3	492.20	15	507.20
Grade 4	533.90	15	548.90
Grade 5	592.50	17	609.50

Juniors - Junior employees performing duties of an Adult Grade 3 employee:

Age	Rate per week \$	SWC 2001 %	New Weekly Rate \$
At 17 years of age	218.90	3	225.45
At 18 years of age	269.60	3	277.70
At 19 years of age	308.20	3	317.45
At 20 years of age	363.70	3	374.60

All other junior employees:

Age	Rate per week \$	SWC 2001 %	New Weekly Rate \$
Under 17 years of age	171.75	3	176.90
At 17 years of age	215.15	3	221.60
At 18 years of age	263.45	3	271.35
At 19 years of age	298.85	3	307.80
At 20 years of age	351.85	3	362.40

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4(iv)(a)(1)	Saturday Loadings - Adults Employees under 21 years of age	12.30 8.30
2	5(iii)(a) 17(vii)(e) 17(viii)(g)	Meal Money	9.50
3	5(iii)(b)	Meal Allowance	9.50

4	6(iii)	Own Car Allowance Vehicle 1500 cc and under Vehicle over 1500 cc	98.80 per week 118.20 per week
5	6(iv)	Own Car Allowance - for use on a casual or incidental basis	0.53 per km
6	9(i)	Stand by/Call Back Allowance: Monday - Friday inclusive Weekends/Public Holidays	6.60 per day 13.10 per day
7	12(i)(a)	First-aid Allowance	7.80 per week
8	14(i)	Training Allowance	3.00 per day
9	19(iii)(b)(1)	Meal Allowance - shift work	9.50

3. This variation shall take effect from the first full pay period to commence on or after 10 July 2001.

B. W. O'NEILL, Commissioner.

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(4051)

SERIAL C0547

MALTHOUSES (STATE) WAGES ADJUSTMENT 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 4555 of 2001)

Before Commissioner Tabbaa

13 July 2001

VARIATION

1. Delete subclause (ii) of clause 5, State Wage Case Adjustments, of the award published 8 November 1996 (295 I.G. 817), 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	Wage Total \$
Malthouse Employee	443.40

Table 2 — Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4	Shift Worker	39.20 per week
2	4	Leading Hand	25.50 per week
3	4	Laundry Allowance	5.80 per week
4	4	Flat Rate Allowance	7.70 per week

3. This variation shall take effect from the first full pay period to commence on or after 13 July 2001.

I. TABBAA, Commissioner.

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(171)

SERIAL C0553

CORKS AND CORK PRODUCTS MANUFACTURE (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 5017 of 2001)

Before Commissioner Tabbaa

3 August 2001

VARIATION

1. Delete subclause (ii) of clause 5, Wages, of the award published 19 January 2001 (321 I.G. 845), 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

- (a) After three months' continuous service -

Classification	Former rate (\$)	SWC May 2001 \$	Total rate per week (\$)
Group A Quality Control Operator Storeman/Despatcher Moulder Cork Fabricator	443.70	13.00	456.70
Group B Drawer Off and Setter Up - Cork Cutting Machine Attendance - Pressed Cork Board Cork Strainer Granulator Operator Materials Attendant Cork Bleacher Band Saw Operator Circular Saw Operator Cork Board Dresser Cork Rounder All other	431.60	13.00	444.60
Group C (b) For employees with less than three months' service.	412.60	13.00	425.60

(c) In addition to the rates prescribed above, employees with at least five years' continuous service shall receive an allowance for service of \$7.42 per week.
--

Table 2 — Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	6(i)	Leading Hand in charge of up to 10 employees	20.39 per week, or 4.08 per day
		Leading Hand in charge of over 10 employees	24.00 per week, or 4.80 per day
2	6(ii)(a)	Dirty Work Allowance - Cork dust removal from hoppers	5.87 per week, or 1.17 per day
3	6(ii)(b)	Dirty Work Allowance - Blowing down storage hoppers	5.87 per week, or 1.17 per day
4	6(iii)	First-aid Allowance	10.45 per week
5	6(iv)	Spray Booth Operator	11.69 per day
6	6(v)	Meal Allowance	5.60
7	6(vi)	Service Allowance	7.42 per week

3. This variation shall take effect from the first full pay period to commence on or after 7 September 2001.

I. TABBAA, Commissioner.

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(1144)

SERIAL C0689

**PROFESSIONAL ENGINEERS AND PROFESSIONAL SCIENTISTS
(PRIVATE INDUSTRY) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Association of Professional Engineers, Scientists and Managers, industrial organisation of employees.

(No. IRC 4144 of 2000)

Before Commissioner Redman

28 August 2000

VARIATION

1. Delete subclause 4.2.3 of clause 4, Salaries and Classifications of the award published 18 August 2000 (317 I.G. 1030) as varied, and insert in lieu thereof the following:
 - 4.2.3 The rates of pay in this award include adjustments payable under the State Wage Case of June 1998 and June 1999. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B
MONETARY RATES

Table 1 - Salaries

Classification	Award salary per year	Award rate per week (\$)	Award rate per hour (\$)
Level 1A Professional Scientist (Graduate/Diploma - 3 year course)	30,188	580.54	15.28
Level 1A Professional Scientist (Graduate/Diploma - 3 year course)	31,291	601.75	15.84
Level 2 Professional Engineer/Professional Scientist (Experienced)	37,602	723.12	19.03
Level 3 Professional Engineer/Professional Scientist	41,950	806.73	21.23
Level 4 Professional Engineer/Professional Scientist	48,474	932.19	24.53

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	8.4	Meal Allowance	8.45
2	17.3	Use of private vehicle	Not less than 52 cents per kilometre

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 28 August 2000.

J. N. REDMAN, Commissioner

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(486)

SERIAL C0722

MOTOR FERRIES (STATE) AWARD

Erratum to Serial C0455 published 14 September 2001

(327 I.G. 787)

(No. IRC 3573 of 1999)

ERRATUM

1. For subclause 26.2, substitute the following:
- 26.2 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Motor Ferries (State) Award published on 22 March 1996 (291 IG 532) and all variations thereof and the Marine Charter Vessels (State) Award published 29 September 1995 (288 I.G. 222) and all variations thereof.

T. E. McGRATH, Industrial Registrar.

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(199)

SERIAL C0756

**NEW SOUTH WALES TAFE COMMISSION (GRAPHIC ARTS
SECTION, SYDNEY INSTITUTE OF TECHNOLOGY) CONSENT
INTERIM AWARD**

Erratum to Serial C0428 published 7 September 2001

(327 I.G. 660)

(No. IRC 1155 of 2001)

ERRATUM

1. For the title of the award, substitute the following:

NEW SOUTH WALES TAFE COMMISSION (GRAPHIC ARTS SECTION, SYDNEY INSTITUTE)
WAGES AND CONDITIONS AWARD

T. E. McGRATH, Industrial Registrar.

(212)

SERIAL C0825

TEXTILE INDUSTRY (STATE) AWARD

Erratum to Serial C0577 published 19 October 2001

(328 I.G. 841)

(No. IRC 1311 of 2001)

ERRATUM

1. Delete the clause number and subject matter "9. Traineeships" appearing in clause 1, Arrangement, of the award.
2. Renumber clause 57, Operation of Award, appearing in the award as clause 56.

T. E. McGRATH, Industrial Registrar.

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(558)

SERIAL C0762**PUBLIC HOSPITAL NURSES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Applications by the Health Administration Corporation and another.

(Nos. IRC 4265 of 1998 and 3593 of 1999)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
Commissioner McKenna

29 March and 13 August 2001

VARIATION

1. Insert after subclause (ii) of clause 14, Special Rates and Conditions, of the award published 5 September 1997 (300 I.G. 1033) as varied, the following new subclauses (iii) and (iv):

- (iii) All nurses employed by the Corrections Health Service shall be paid a special environmental allowance as set out in item 11A of Table 2 of Part B. Such allowance shall be adjusted from time to time in accordance with any State Wage Case increase covering work-related allowances. Part time and Casual employees shall be paid this allowance on a pro rata basis. This allowance shall be considered as salary for all purposes of this award (including the calculation of overtime and penalty rates).

This allowance shall be treated as having been adjusted by relevant State Wage Case adjustments up to and including the State Wage Case 2000 (2000) 97 IR 348.

- (iv) All nurses employed by the Corrections Health Service shall be paid a productivity allowance as set out in item 11B of Table 2 of Part B. Such allowance shall be considered as salary for all purposes of this award (including the calculation of overtime and penalty rates), and shall be

adjusted from time to time in accordance with any general wage movements in this award. Part time and Casual employees shall be paid this allowance on a pro rata basis.

This allowance shall be treated as having been adjusted by relevant State Wage Case adjustments up to and including the State Wage Case 2000 (2000) 97 IR 348.

2. Insert in Table 2 - Other Rates and Allowances, of Part B, Monetary rates the following new items 11 A and 11B:

Item No.	Clause No..	Description	Amount
11A	14(iii)	Corrections Health Service Environment Allowance	\$1800 per annum
11B	14(iv)	Corrections Health Service Productivity Allowance	\$38.30 per week

3. Delete subclause (iii) appearing in clause 45, Exemptions.
4. This variation shall take effect from the first pay period commencing after 1 January 2001.

F. L. WRIGHT *J*, President
M. J. WALTON, *J*, Vice-President.
D. S. McKENNA, Commissioner

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SERIAL C0851

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act* 1996)

EA01/301 - Cleary Bros (Bombo) Pty Ltd - TWU Of Australia N.S.W. Branch
Made Between: Cleary Bros (Bombo) Pty Limited -&- Transport Workers' Union of Australia, New South Wales Branch.
New/Variation: New.
Approval and Commencement Date: Approved and commenced 14 August 2001.
Description of Employees: Applies to all employees engaged as Transport Workers but shall exclude Waste Site and Transfer Station Operations.
Nominal Term: 16 months.

EA01/302 - CSR Construction Materials Tweed Quarry Certified Agreement 2001
Made Between: CSR Construction Materials -&- The Australian Workers' Union, New South Wales.
New/Variation: New. Replaces EA99/308.
Approval and Commencement Date: Approved 24 September 2001 and commenced 1 September 2001.
Description of Employees: Applies to CSR Limited trading as CSR Construction Materials in respect to its quarrying operations at Tweed Quarry and all the employees of the company.
Nominal Term: 12 months.

EA01/303 - Greta Community Pre School Enterprise Agreement
Made Between: Greta Community Pre School -&- New South Wales Independent Education Union.
New/Variation: New.
Approval and Commencement Date: Approved and commenced 27 September 2001.
Description of Employees: Applies to teachers employed at the Pre School located at Water Street, Greta.
Nominal Term: 12 months.

EA01/304 - Edgeworth Child Care Centre Enterprise Agreement
Made Between: Edgeworth Child Care Centre -&- New South Wales Independent Education Union.
New/Variation: New.
Approval and Commencement Date: Approved and commenced 27 September 2001.
Description of Employees: Applies to teachers employed at the child care centre located at 2A Durham Drive, Edgeworth 2285.
Nominal Term: 12 months.
EA01/305 - Bartter Enterprises Ingleburn Distribution Center Agreement 2000-2002
Made Between: Bartters Enterprises Pty Ltd -&- National Union of Workers, New South Wales Branch.
New/Variation: New.
Approval and Commencement Date: Approved 19 October 2001 and commenced 1 July 2001.
Description of Employees: Applies to employees of the company engaged at the distribution centre at Ingleburn.
Nominal Term: 12 months.

EA01/306 - Soul Pattison Manufacturing Kingsgrove Enterprise Agreement 2001
Made Between: Soul Pattinson (Manufacturing) Pty Ltd -&- National Union of Workers, New South Wales Branch.
New/Variation: New.
Approval and Commencement Date: Approved and commenced 19 October 2001.
Description of Employees: Applies to employees of the company located at 19A Garema Circuit, Kingsgrove, NSW.
Nominal Term: 23 months.

EA01/307 - Trittech Control Electrical Construction Enterprise Agreement 2000
Made Between: Trittech Control Pty Ltd -&- Electrical Trades Union of Australia, New South Wales Branch.
New/Variation: New.
Approval and Commencement Date: Approved and commenced 22 October 2001.

Description of Employees: Applies to all employees engaged pursuant to the Electrical Electronic and Communication Contracting Industry Award and who are engaged upon construction work within the County of Cumberland.

Nominal Term: 11 months.

EA01/308 - Bega Cheese Enterprise Agreement 2001

Made Between: The Bega Co-operative Society Limited -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, Federated Clerks' Union of Australia, New South Wales Branch, The Australasian Meat Industry Employees' Union, New South Wales Branch.

New/Variation: New. Replaces EA00/186.

Approval and Commencement Date: Approved 24 October 2001 and commenced 12 July 2001.

Description of Employees: Applies to all employees of the company engaged in the operations of the Lagoon Street factory and the Ridge Street cutting & processing plant.

Nominal Term: 12 July 2004.

EA01/309 - Fullview Plastics Pty Ltd NUW, NSW Branch Site Enterprise Agreement 2001

Made Between: Fullview Plastics Pty Ltd -&- National Union of Workers, New South Wales Branch.

New/Variation: New. Replaces EA01/70

Approval and Commencement Date: Approved 25 October 2001 and commenced 1 July 2001.

Description of Employees: Applies to all employees engaged pursuant to the Rubber Workers (State) Award, located at the Company's site at 4 Forge Street, Blacktown.

Nominal Term: 12 months.

EA01/310 - Parramatta Mission Enterprise Agreement 2001

Made Between: Parramatta Mission -&- Australian Services Union of N.S.W.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 17 October 2001.

Description of Employees: Applies to all employees engaged by Parramatta Mission at various locations.

Nominal Term: 12 months.

EA01/311 - Challenge Disability Services Ltd Enterprise Agreement 2001

Made Between: Challenge Disability Services -&- A Kemp, K Matthews, L Gordon and M.Shildman.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 26 September 2001.

Description of Employees: Applies to all of Challenge Disability Services full time and part time employees.

Nominal Term: 36 months.

EA01/312 - The Open House Forster Care and Accommodation Service Staff Enterprise Agreement 2001

Made Between: Open House Foster Care and Accommodation Services Ltd -&- Australian Services Union of N.S.W

New/Variation: New.

Approval and Commencement Date: Approved and commenced 5 October 2001.

Description of Employees: Applies to employees engaged pursuant to the Social and Community Services (State) Award.

Nominal Term: 24 months.

EA01/313 - OK Steelex Enterprise Agreement 2001

Made Between: OK Steelex Pty Ltd -&- The Australian Workers' Union, New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 5 October 2001 and commenced 1 May 2001.

Description of Employees: Applies to all employees engaged pursuant to the General Construction and Maintenance, Civil and Mechanical Engineering & c. (State) Award.

Nominal Term: 12 months.

EA01/314 - Norwest Limited Production Workers Agreement 2001

Made Between: Norwest Limited -&- The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch.

New/Variation: New. Replaces EA99/249

Approval and Commencement Date: Approved 11 October 2001 and commenced 1 September 2001.

Description of Employees: Applies to machine operation employees of Norwest Ltd operating at or from Old Winsor Road, Baulkham Hills.

Nominal Term: 12 months.

EA01/315 - Bartter Enterprises Transport Employees Certified Agreement 2001-2003

Made Between: Bartters Enterprises Pty Ltd -&- Transport Workers' Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 28 September 2001 and commenced 14 August 2001.

Description of Employees: Applies to employees engaged pursuant to the Transport Industry - Mixed

Enterprises (State) Award, working in the transport and distribution areas of the company's sites at Hanwood and Wagga Wagga.

Nominal Term: 24 months.

EA01/316 - AWU - AJ Bush & Sons (Yanco) Pty Ltd (maintenance) Enterprise Agreement 2001

Made Between: A J Bush & Sons (Yanco) Pty Ltd -&- Australian Services Union of N.S.W..

New/Variation: New. Replaces EA00/138

Approval and Commencement Date: Approved and commenced 26 September 2001.

Description of Employees: Applies to all employees at the company site located at Yanco, NSW, involved in the maintenance and associated areas.

Nominal Term: 24 months.

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